SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA TUESDAY, JANUARY 12, 2010 COUNTY SERVICES BUILDING BCC CHAMBERS – ROOM 1028 1101 EAST FIRST STREET SANFORD, FLORIDA

Public Participation on agenda items, excluding public hearings, may be presented to the Board of County Commissioners following Awards and Presentations and prior to Consent Agenda Items. Public comment on issues on the agenda shall be limited to three (3) minutes.

Convene BCC Meeting at 9:30 A.M.

Opening Ceremonies

- Invocation
- Pledge of Allegiance

Awards and Presentations

- 1. **Resolution** Proclaiming support and participation in the 2010 Census to ensure a complete and accurate population count in Seminole County.
- 2. **Resolution** Acknowledging the Lake Mary High School Girls' Golf Team for achieving the 2009 FHSAA 2A District 5 Championship; the 2009 FHSAA 2A Region 2 Championship; and the 2009 FHSAA 2A Girls' Golf State Championship.
- 3. **Resolution** Acknowledging the Lake Mary High School Boys' Golf Team for achieving the 2009 Seminole Athletic Conference Championship; the 2009 FHSAA 2A Region 2 Championship; and the 2009 FHSAA 2A Boys' Golf State Championship.
- 4. **Resolution** Recognizing Kenneth E. Woleslagle for thirteen years of service and dedication to Seminole County Government and its citizens, upon his retirement on January 12, 2010.
- 5. **Resolution** Recognizing Stephen E. Coffman for thirty years of service and dedication to Seminole County Government and its citizens, upon his retirement on January 29, 2010.
- 6. **Presentation** "Management Audit of Contract PS-5190" presented by RWBC.

Public Participation

Consent Agenda

County Manager's Consent Agenda (Items No. 7 - 40)

County Manager's Office

Business Office - County Manager's Office

7. Approve travel and mileage reimbursement to Commissioner Brenda Carey for attending the Florida Association of Counties conference December 1st through 3rd, in St. Petersburg, FL. (Joe Forte)

Purchasing and Contracts

- 8. Award CC-5018-09/VFT Red Bug Lake Regional Stormwater Facility Howell Creek Basin, in the amount of \$597,583.77 to Central Florida Environmental Corporation of Winter Springs, Florida. (Ray Hooper)
- 9. Approve Amendment #1 to RFP-600453-08/BJC Tourism Marketing Services with Paradise Advertising & Marketing, Inc. St. Petersburg. (Ray Hooper)
- 10. Approve Amendment #2 to Work Order #11 under PS-2249-07/BHJ CEI Services for Country Club Road (Rantoul to CR 46A) with DMJM Harris of Orlando, Florida, in the amount of \$57,248.42. (Ray Hooper)
- 11. Approve Amendment #5 to PS-5191-05/TLR with Brown and Caldwell, of Maitland, Florida to add a Not To Exceed fee in the amount of \$143,198.00. (Ray Hooper)
- 12. Approve Amendment #22 to PS-332-96/BJC with Bowyer Singleton & Associates, Inc., of Orlando, Florida, to increase the total Fixed Fee Amount of the Agreement by an additional \$27,869.00. (Ray Hooper)
- 13. Approve Proprietary Source Procurement for the Maintenance and Repairs of Solid Waste Scales with Sanford Scale Company, Inc., Sanford (Not-to-Exceed \$105,000.00 for three (3) years term). (Ray Hooper)

Community Services

Business Office – Community Services

- 14. Approve and authorize the Chairman to execute the Annual Choose Life Specialty License Plate Affidavit to the Florida Department of Highway Safety and Motor Vehicles. (Michele Saunders)
- 15. Approve and authorize the Chairman to execute the Service Agreement contracts for Adult Drug Court. (Michele Saunders)
- 16. Approve and authorize the Chairman to execute a Memorandum of Understanding with the 18th District Judiciary which defines the responsibilities related to the Adult Treatment Drug Court Grant awarded to Seminole County by the Substance Abuse and Mental Health Services Administration. (Michele Saunders)

Community Assistance

- 17. Approve and authorize the Chairman to execute the agreement with Habitat For Humanity under the SHIP Program Remedial Developer Agreement. District 5 Carey (Ricardo Soto-Lopez)
- 18. Approval for submission of a grant application to the Florida Department of Community Affairs requesting the allocation of \$432,350.00 through the Community Development Block Grant Disaster Recovery Program, and authorization for the Chairman to execute the application and any other documents as may be necessary for the application. (Becky Heckters)

Economic Development Tourism Development

- 19. Approve and authorize the Chairman to execute an agreement with US Soccer- Florida Cup in the amount of \$9,000 for the 2010 Florida Cup. (William McDermott)
- 20. Approve and authorize the Chairman to execute an agreement with Spring Breaks Sports, Inc. in the amount of \$21,500.00 for the 2010 Spring Break Sports Event. (William McDermott)
- 21. Approve and authorize the Chairman to execute an agreement with Crappie Masters, Inc. for the 2010 Seminole County Crappie Masters National Qualifier in the amount of \$8,000. (William McDermott)
- 22. Approve and authorize the Chairman to execute an amendment to the agreement with Florida Half Century Amateur Softball Association, Inc. for the Slow Pitch Softball Tournaments for Seniors; increasing the sponsorship from \$12,364.00 to \$14,275.64. (William McDermott)

Environmental Services

Business Office – Environmental Services

23. Approve and authorize the chairman to execute the Conditional Utility Agreements for Potable and Reclaimed Water and Sewer service, including Exhibit G Water Agreement (Reclaimed) for oversizing and extending the reclaimed water line for the project known as Douglas Grand at Lake Mary. District 5 - Carey (Bob Briggs)

Planning, Engineering & Inspections Solid Waste Management

24. Approve and authorize the Chairman to sign the Non-Exclusive Franchise Agreement For Commercial Solid Waste Collection Service with Veolia ES Solid Waste Southeast, Inc. (William (Johnny) Edwards)

Fiscal Services

Administration – Fiscal Services

25. Approve and authorize the Chairman to execute a Resolution amending the County's Administrative Code with the addition of Section 16.5 Recovery Zone – Build America Bonds. (Lisa Spriggs)

- 26. Approve and authorize the Chairman to execute a grant agreement with the Florida Department of Environmental Protection in acceptance of funding through their Petroleum Contamination Clean-Up Program. (Jennifer Bero)
- 27. Approve and authorize the Chairman to execute a grant agreement with the Florida Division of Emergency Management in acceptance of \$283,016.00 through their Hazard Mitigation Grant Program. (Jennifer Bero)
- 28. (1) Approve submission of a grant application to the Florida Department of Health requesting the allocation of \$307,668.00 through their Emergency Medical Services County Grant Program; (2) approve and authorize the Chairman to execute a supporting resolution that certifies use of the funds; and (3) authorize the Chairman to execute any other documents required for the grant application submission. (Jennifer Bero)

Budget

- 29. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-30 through the Public Safety Grants Fund & Fire Protection Fund in the amount of \$377,355.00 to allocate funds from the Florida Division of Emergency Management's Hazard Mitigation Grant Program. (Lin Polk)
- 30. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-33 through the Public Works Grant Fund in the amount of \$1,000.00 to adjust funding for ARRA Stimulus Grant funded project. (Lin Polk)
- 31. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-35 through the Fire Impact Fee Fund in the amount of \$167,480.00 in order to carryforward unexpended project funding from FY 2008/09 to FY 2009/10. (Lin Polk)
- 32. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-36 through the General Fund in the amount of \$27,043 to increase funding for the Choose Life Adoption program. (Lin Polk)
- 33. Approve and authorize the Chairman to execute Budget Change Request (BCR) #10-05 through the Infrastructure Sales Tax Fund (2001) in the amount of \$1,500,000.00 to establish and provide funding for Roadway and Base Reconstruction Projects in the Infrastructure Sales Tax Fund (2001) for FY 2009/10. (Lin Polk)

Planning and Development Planning

34. Approve the Partial Release of Code Enforcement lien in the amount of \$89,000.00, Case # 08-145-CEB on the property located at 2013 Vanderbilt Point, Longwood - Consulting Group, LLC, Trustee (previous owner) and Gibraltar Real Estate & Investment, Inc. (current owner), and authorize the Chairman to execute the Partial Release of Lien. District 5 - Carey (Tina Williamson)

Public Safety

Administration – Public Safety

35. Approve and authorize the Chairman to execute a Resolution renaming a segment of Mikler Road to Veritas Drive. District 1 - Dallari (Tad Stone)

Public Works

Engineering

- 36. Adopt a Resolution accepting a Warranty Deed (Colonial Realty Limited Partnership to Seminole County) for property necessary for the State Road 417/International Parkway Ramp Project. District 5 Carey (Jerry McCollum)
- 37. Adopt Resolution and authorize the Chairman to execute County Deeds conveying property (FDOT Parcel Numbers 105.1R and 148.1R) necessary to improve State Road 434 (from Interstate 4 to Rangeline Road) to the Florida Department of Transportation (FDOT). District 4 Henley (Jerry McCollum)
- 38. Adopt a Resolution and authorize the Chairman to execute a Subordination of County Utility Interests Agreement with the Florida Department of Transportation for property (FDOT ~ Parcel Numbers 104.2R and 802.2R) determined necessary to improve State Road 415 (from State Road 46 to the Volusia County Line). District 5 Carey (Jerry McCollum)
- 39. Adopt a Resolution and authorize the Chairman to execute a County Deed conveying property (Parcel Number 101.1R) to the Florida Department of Transportation necessary to improve State Road 436 at Red Bug Lake Road from Lake Howell Road to Wilshire Boulevard. District 4 Henley (Jerry McCollum)
- 40. Approve and authorize the Chairman to execute two separate purchase agreements (Marvin Mackeyroy and Tayuwanna Williams) to acquire exclusive drainage easments necessary to replace stormwater structures in the Lincoln Heights Subdivision. Capital Improvement Project Number 00209108. District 5 Carey (Jerry McCollum)

County Attorney's Consent Agenda (Item No. 41) County Attorney's Office

Property Acquisition

41. **Tran Property** - Approve and execute purchase agreement relating to Parcel Numbers 115/715 of the road improvement project for Chapman Road, for \$96,920.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to these parcels. District 1 - Dallari (Robert A. McMillan)

Constitutional Officers Consent Agenda (Item No. 42) Clerk's Office (Maryanne Morse, Clerk of the Court)

42. Approval of Expenditure and Payroll Approval Lists dated November 23 and 30, and December 8 and 14, 2009; and approval of Payroll Approval Lists dated November 12 and December 10, 2009; approval of BCC Official Minutes dated December 8, 2009; Clerk's "Received and Filed" - for information only. (Susan Krause)

Regular Agenda

- 43. **Bear Lake Plaza PCD** Final Site Plan and Developer's Commitment Agreement for the Bear Lake Plaza PCD, consisting of approximately 3 acres, located northwest of the intersection of Maitland Avenue and Bear Lake Road. (George Donovan) District 3 Van Der Weide (Ian Sikonia)
- 44. **Request to Schedule and Advertise a Public Hearing** For February 9, 2010 to consider amendments to the Seminole County Code for the Maintenance of Abandoned Foreclosing (or Foreclosed) Properties Ordinance and to proceed with an RFP to implement the ordinance. (Tina Williamson)

County Manager's Briefing

- 45. Brief the Board of County Commissioners (BCC) on the Interlocal Agreement Between the Orlando-Orange County Expressway Authority and Seminole County/Seminole County Expressway Authority. Staff is seeking direction from the Board. (Gary Johnson)
- Recess BCC Meeting until 1:30 P.M.
- Reconvene BCC Meeting at 1:30 P.M.
- Public Hearing Agenda
- Accept Proofs of Publication
- Chairman's Statement of Public Hearing Rules and Procedures

Public Hearings:

- 46. **Vacate and Abandonment** A Resolution to vacate and abandon a portion of the unpaved public rights-of-way of West Triangle Drive and Hibiscus Drive as shown in Lake Brantley Isles, Second Addition, as described in staff findings. (James Robertson) District 3 Van Der Weide (Alan Willis)
- 47. Vacate and Abandonment A Resolution to vacate and abandon all or portions of the right-of-ways all lying in Garda Park Home Sites as described in staff findings. (GPI Southeast) District 5 Carey (Alan Willis)
- 48. **Vacate and Abandonment** A Resolution to vacate and abandon a portion of the plat as recorded in Susan M. Jones Subdivision as described in staff findings. (GPI Southeast, Inc.) District 5 Carey (Alan Willis)

BCC Agenda January 12, 2010 Page 7

- 49. **Vacate and Abandonment** A Resolution to vacate and abandon a portion of the plat as recorded in Garda Park as described in staff findings. (GPI Southeast, Inc.) District 5 Carey (Alan Willis)
- 50. **Floodplain Variance** Request a variance from the finished floor requirements of the Seminole County Floodplain Ordinance. District 4 Henley (Paul Watson)

Legislative Update

51. Seeking direction from the Board on Federal Legislative Priorities. (Sabrina O'Bryan)

Chairman's Report

District Commissioner's/Committee Reports – 5, 1, 2, 3 and 4

County Manager's Report

County Attorney's Report

Items for future Agenda – Commission, Staff, or Citizens

Adjourn BCC Meeting

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 407-665-7941.

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.

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RESOLUTION

RESOLUTION PROCLAIMING SUPPORT OF THE 2010 U.S. DECENNIAL CENSUS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA AT ITS JANUARY 12, 2010 MEETING.

WHEREAS, Article 1, Section 2 of the United States Constitution requires a census of the population occurring every 10 years; and

WHEREAS, the next Decennial Census will occur on April 1, 2010; and

WHEREAS, census data ensure fair Congressional representation by determining the number of seats in the U.S. House of Representatives as well as the redistricting of state and local legislative districts; and

WHEREAS, census data determines allocation of billions of dollars in federal funds each year for such activities and programs as neighborhood improvements, public health, education, community planning, and transportation essential to the quality of life of residents of Seminole County; and

WHEREAS, an accurate population count ensures that Seminole County maintains, or increases eligibility for a number of federal and state grant programs that are based on population counts; and

WHEREAS, the Seminole County Board of County Commissioners created the Seminole County Complete Count Committee to raise the awareness and importance of the 2010 Census and to encourage residents throughout Seminole County to return their census questionnaire.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:

- Seminole County, as a 2010 Census Partner, proclaims its support and participation in the 2010 Census to ensure a complete and accurate population count in Seminole County; and
- 2. Encourages residents of the community to place an emphasis on the 2010 Census and participate in events and initiatives that raise overall awareness resulting in an increase in the response rate of census questionnaires.

ADOPTED THIS 12th day of January 2010.

ΑT	TEST:		
Ву:	Maryanne Morse, Clerk to the Board of County Commissioners in	By: Bob Dallari, Chairman Board of County Commissioners	
	and for the County of Seminole, State of Florida		

Regular

1/12/2010

Item #

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: 2010 U.S. Decennial Census Resolution

DEPARTMENT: Planning and Development DIVISION: Planning

AUTHORIZED BY: Alison Stettner CONTACT: Tony Matthews EXT: 7936

MOTION/RECOMMENDATION:

Adopt a resolution proclaiming support of the 2010 U.S. Decennial Census.

County-wide Tony Matthews

BACKGROUND:

On June 23, 2009, the Board authorized creation of the Seminole County Complete Count Committee for the 2010 U.S. Decennial Census (please see attached Resolution No. 2009-R-127). Section 8 of this Resolution provides for the Board to adopt a proclaiming Census support (please see proposed resolution attached).

To enhance awareness of the Census, County staff has requested each County municipality, the Seminole County School Board, and the East Central Florida Regional Planning Council to adopt similar documents.

Beginning in October 2009, the Committee has been active in identifying activities and promotional ideas for creating awareness and encouraging participation in the 2010 Census (please see attached Summary of Complete Count Committee Actions). As an example, please see attached Census Informational Flyer. The Committee will be implementing Census awareness ideas in the coming weeks. April 1, 2010 is National Census Day.

STAFF RECOMMENDATION:

Staff recommends the Board adopt the attached resolution proclaiming support of the 2010 U.S. Decennial Census.

ATTACHMENTS:

- 1. Resolution
- 2. Summary of Complete Count Committee Actions
- 3. Census Informational Flyer
- 4. Complete Count Committee Resolutioin

Additionally Reviewed By:
County Attorney Review



T'S IN OUR HANDS



United States

What is the Census? The census, as required iving in the United States every 10 years. All U.S. by the U.S. Constitution, is a count of everyone esidents must be counted-both citizens and non citizens.

the United States and Puerto Rico. When is the Census? The next census is April 1, 2010. The deliver census questionnaires in March 2010 to every resident in J.S. Census Bureau will mail or



receive a replacement questionnaire in early April. complete and mail back their questionnaire upon eturn questionnaires to take a count in person. Census takers will visit households that do not receipt. Households that do not respond may It's Easy! The head of the household must



Federal law requires participation in not available for completion online. It's Quick! It takes less than 10 minutes to complete the questionnaire. Census questionnaires are the U.S. Census. It's Safe! Your personal information is confidential and protected by law.

vices is beneficial to our community's quality of life. Census data also determines the number of seats to Seminole County. Funding for roadway improvein the U.S. House of Representatives and used for ments, schools, health care, and many other ser-Returning your form can bring additional funding It's Important! Your participation is needed. edrawing state and local legislative districts.

www.seminolecountyfl.gov/Census2010 For more information, please visit www.2010.census.gov or





United States



T'S IN OUR HANDS



What is the Census? The census, as required iving in the United States every 10 years. All U.S. by the U.S. Constitution, is a count of everyone residents must be counted—both citizens and non citizens. What is the Census? The census, as required iving in the United States every 10 years. All U.S. by the U.S. Constitution, is a count of everyone residents must be counted-both citizens and

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United States

¿Qué es? El Censo es un conteo de todas las personas que en los EE.UU. debe ser contada: personas de todas las razas y iven en los Estados Unidos. La Constitución de los EE.UU. requiere un censo nacional cada 10 años. Toda persona que vive grupos étnicos, tanto ciudadanos como no ciudadanos.

¿Cuándo es? El Día del Censo es el 1 de abril del 2010. Cada residente de los Estados Unidos y Puerto Rico recibirá su cuestionario en marzo del 2010, ya sea por correo o por entrega personal.

devolver sus cuestionarios tan pronto los ES Fácil! Los hogares deben llenar y drían recibir un cuestionario de reemplazo a principios de abril. Los empleados del Censo en su comunidad, visitarán los hogeciban. Los hogares que no respondan poares que no devuelvan sus cuestionarios, para contarlos en persona.



10 minutos completarlo. El mismo no esta ¡Es Rapido! Con sólo 10 preguntas, el cuestionario del Censo toma alrededor de disponible para llenar en linea. La ley Federal exige que se responda al cuestionario de Censo del 2010.

Es Confidencial! Por ley, la Oficina del nadie, ni siquiera con otras agencias federales Censo no puede compartir las respuestas con y entidades policiales y del orden público. Es Importante! Necesitamos su participación. Devolvicuelas, la salud pública y muchos otros servicios que son imporantes para la calidad de vida en nuestra comunidad. Los datos a Cámara de Representantes de los EE.UU. y se utilizan para endo su cuestionario puede aportar fondos adicionales para el del Censo determinan cuántos espacios tendrá cada estado en Condado de Seminole. Fondos para mejorar las carreteras, esvolver a dibujar los distritos legislativos estatales y locales.

Para más información sobre el Censo del 2010, www.seminolecountyfl.gov/Census2010 visite www.2010census.gov ó











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Es Importante! Necesitamos su participación. Devolviendo su cuestionario puede aportar fondos adicionales para el cuelas, la salud pública y muchos otros servicios que son importantes para la calidad de vida en nuestra comunidad. Los datos la Cámara de Representantes de los EE.UU. y se utilizan para Condado de Seminole. Fondos para mejorar las carreteras, esdel Censo determinan cuántos espacios tendrá cada estado en olver a dibujar los distritos legislativos estatales y locales.

Para más información sobre el Censo del 2010, www.seminolecountyfl.gov/Census2010 visite www.2010census.gov ó



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la Cámara de Representantes de los EE.UU. y se utilizan para Es Importante! Necesitamos su participación. Devolviendo su cuestionario puede aportar fondos adicionales para el Condado de Seminole. Fondos para mejorar las carreteras, escuelas, la salud pública y muchos otros servicios que son importantes para la calidad de vida en nuestra comunidad. Los datos del Censo determinan cuántos espacios tendrá cada estado en volver a dibujar los distritos legislativos estatales y locales.

Para más información sobre el Censo del 2010, www.seminolecountyfl.gov/Census2010 visite www.2010census.gov ó



RESOLUTION CREATING THE 2010 U.S. DECENNIAL CENSUS COMPLETE COUNT COMMITTEE, BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, JUNE 23, 2009.

WHEREAS, Article 1, Section 2 of the U.S. Constitution mandates a census every 10 years of the population of the United States; and

WHEREAS, the U.S. Census Bureau will conduct the 2010 Decennial Census on April 1, 2010; and

WHEREAS, the U.S. Census Bureau must submit state population totals to the President of the United States by December 31, 2010; and

WHEREAS, the Board of County Commissioners has authority granted by the U.S. Census Bureau to create a government-sponsored Complete Count Committee; and

WHEREAS, an accurate and complete Census count is vital as population numbers directly relate to:

- a. Maintaining or increasing eligibility for a number of federal and state grant programs that are based on population counts, such as neighborhood improvements, public health, education, transportation, and planning, etc.;
- b. Representation in the U.S. House of Representatives; additional representation at the federal, state, and local levels; and provide data for redrawing of state legislative districts;
- c. Numerous important data about Seminole County essential to many planning and development related decisions;
- d. Eligibility for status as a "dense urban area" under Chapter 163, Florida Statutes (Growth Management Act) provisions adopted during the 2009 Legislative session;
- e. Enabling Central Florida to qualify for additional representation in the U.S. House of Representatives; additional representation at the federal, state, and local levels; and provide data for redrawing of state legislative districts; and

WHEREAS, the U.S. Census Bureau encourages local governments to create a volunteer Complete Count Committee to assist the Bureau in creating awareness, achieving broad participation, creating an accurate population count, and improving the response rate to the 2010 Census.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA, THAT:

The Board of County Commissioners creates the 2010 U.S. Decennial Census Complete Count Committee, wherein the following directives shall apply:

Section 1. The Board of County Commissioners shall appoint a resident of Seminole County to serve as chairperson to the Committee.



- The chairperson shall serve as liaison between the Committee and the U.S. Section 2. Census Bureau.
- The Board of County Commissioners shall choose Interest Group(s) to the Section 3. Committee.
- The Board of County Commissioners shall recommend residents of Section 4. Seminole County to serve on the Interest Group(s).
- The Committee shall prepare and implement a "Census Awareness Strategy Section 5. Plan" to create awareness, achieve broad participation, create an accurate population count, and improve the response rate to the 2010 Decennial Census.
- Section 6. The Committee may seek donations from interested parties to support Committee efforts.
- Members of the Committee and Interest Group(s) shall serve on a voluntary Section 7. basis, and shall serve through September 30, 2010.
- The Board of County Commissioners shall adopt a resolution in January Section 8. 2010 proclaiming "Census Awareness Days".

ADOPTED THIS 23rd day of June 2009

ATTEST:

BOARD OF COUNTY COMMISSIONERS

SEMINOLE COUNTY FLORIDA

CLERK OF THE COURT

MICHAELY, MCLEAN

VICE CHAIRMAN

Summary of Seminole County Complete Count Committee Actions and Next Steps

Actions Accomplished October-December 2009	Next Steps January-September 2010
Committee and Subcommittee meetings	 Committee and Subcommittee meetings
Census training	 Implement ideas for informational mailouts, promotional activities, and Census awareness materials
Initial press release	Issue press releases
Creation of Census web site	Maintain Census web site
 Created Census informational display in Community Resource Center 	Adopt Census Proclamations
 Identified ideas for informational mailouts, promotional activities, and Census awareness materials 	 Assist the Census Bureau in follow up activities, if needed
Created initial promotional flyer	 Prepare and submit report of Census Committee activities to the U.S. Census Bureau.
Adopted Census Proclamations	

The Committee has conducted two (2) meetings since October 2009, and Subcommittees (i.e., Interest Groups) have conducted several meetings. County staff and staff from the U.S. Census Bureau have assisted in the activities listed above.

Resolution No. 2009-R-

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 12th DAY OF JANUARY, A.D., 2010.

WHEREAS, Lake Mary High School's Girls' Golf Team consists of Jessica Schall, Alessandra Kutz, Caitlin Winters, Jessica Danford, Kaylie Sang, Allison Sykora, Brittney Abel and is lead by Head Coach Kary Phelps; and

WHEREAS, the Girls' Golf Team are the new 2009 FHSAA 2A District 5Champions after beating seven other teams; and

WHEREAS, the Girls' Golf Team are the new 2009 FHSAA 2A Region 2 Champions

WHEREAS, the Girls' Golf Team are the 2009 FHSAA 2A Girls' Golf State Champions; and

WHEREAS, this is the second State Championship in the past 3 seasons

Lake Mary High School's Girls' Golf Team has won.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole.

BE IT FURTHER RESOLVED, that this Resolution be presented to the Lake Mary High School' Girls' Golf Team in recognition of their superior achievement.

achievement.			
ADOPTED this 12th day of January, A.D., 2010.			
* * * * * * * * * * * * * * * * * * * *			
ATTEST:			
Maryanne Morse, Clerk to Board of County Commissioners	Bob Dallari, Chairman Board of County Commissioners		

In and for Seminole County

Resolution No. 2009-R-

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 12th DAY OF JANUARY, A.D., 2010.

WHEREAS, Lake Mary High School's Boys' Golf Team consists of Hojin Kang, Han Kim, Tyler Calderone, Calvin Rosser, Nick Spencer, Hunter Rende and is lead by Head Coach Doug Peters; and

WHEREAS, Lake Mary High School's Boys' Golf Team are the 2009 Seminole Athletic Conference Champions; and

WHEREAS, the Boys' Golf Team are the 2009 FHSAA 2A Region 2 Champions; and

WHEREAS, the Boys' Golf Team are the 2009 FHSAA 2A Boys' State Champions; and

WHEREAS, this is the third State Championship in the past 5 seasons for Lake Mary High School's Boys' Golf Team.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole.

BE IT FURTHER RESOLVED, that this Resolution be presented to the Lake Mary High School' Boys' Golf Team in recognition of their superior achievement.

achievement.			
ADOPTED this 12th day of January, A.D., 2010.			
* * * * * * * * * * * * * * * * * * * *			
ATTEST:			
Maryanne Morse, Clerk to Board of County Commissioners	Bob Dallari, Chairman Board of County Commissioners		

In and for Seminole County

RESOLUTION NO. 2010-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 12th DAY OF JANUARY, A.D., 2010

WHEREAS, Kenneth E. Woleslagle, currently an Equipment Operator II in the Roads-Stormwater Division of the Public Works Department, began his employment with Seminole County on September 15, 1996; and

WHEREAS, Kenneth E. Woleslagle will retire effective January 12, 2010, after thirteen (13) years of employment with Seminole County; and

WHEREAS, the Board of County Commissioners of Seminole County wishes to express it's appreciation to **Kenneth E. Woleslagle** on behalf of the staff and citizens of Seminole County for dedicated service.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners acknowledges with appreciation the service provided to Seminole County by **Kenneth E. Woleslagle**, and commends him for his dedication and commitment to the job.

BE IT FURTHER RESOLVED that this Retirement Resolution be presented to **Kenneth E. Woleslagle**, along with our sincere best wishes in his retirement, and a copy be spread upon the official Minutes of the Board of County Commissioners.

ADOPTED this 12th day of January, A.D., 2010.

State of Florida

ATTEST:	
Maryanne Morse, Clerk to the	Bob Dallari, Chairman
Board of County Commissioners	Board of County Commissioners
In and for the County of Seminole	

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 12th DAY OF JANUARY, A.D., 2010

WHEREAS, Stephen E. Coffman, currently an Equipment Operator I in the Roads-Stormwater Division of the Public Works Department, began his employment with Seminole County on December 26, 1979; and,

WHEREAS, Stephen E. Coffman will retire effective January 30, 2009, after thirty (30) years of employment with Seminole County; and,

WHEREAS, the Board of County Commissioners of Seminole County wishes to express its appreciation to **Stephen E. Coffman** on behalf of the staff and citizens of Seminole County for dedicated service.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners acknowledges with appreciation the service provided to Seminole County by **Stephen E. Coffman**, and commends him for his dedication and commitment to the job.

BE IT FURTHER RESOLVED that this Retirement Resolution be presented to **Stephen C. Coffman**, along with our sincere best wishes in his retirement, and a copy be spread upon the official Minutes of the Board of County Commissioners.

ADOPTED this 12th day of January, A.D., 2010.

State of Florida

	, ,,
ATTEST:	
Maryanne Morse, Clerk to the Board of County Commissioners In and for the County of Seminole,	Bob Dallari, Chairman Board of County Commissioners

Seminole County Board of Commissioners

Overview of Report:

"Management Audit of Contract PS-5190"

January 12, 2010

Objectives of Management Audit

- Is the program manager (CH2MHill) complying with the terms of the Master Agreement and associated work orders
- Did county personnel perform due diligence in administering work orders
- Determine if internal controls are in place to ensure contract compliance and compliance with county policies
- Identify procedures that could be implemented to improve the County's internal controls

Overview of Findings

- The audit report contains twenty six (26) findings
- Each finding contains a background section, associated risk of finding and recommendation to mitigate identified risk(s)
- Further, ES staff has provided responses to each comment and responses from ES were incorporated into the final report for each finding

Overview of Findings

- Findings can be grouped into the following broad categories
- Contract administration
- Contract measurement
- Process definition
- Contract compliance
- Performance measurement
- Each grouping will be expanded in the following sections

Contract Administration

- No evidence of independent fee estimates or record of negotiations found for work orders issued under PS-5190
- Minimal evidence that ES performed due diligence to test reasonability of submitted PM fees
- Disagreement among County departments on ES approach to use fixed price work orders
- Two different document management systems are used to administer program (County-Onbase, PM-Expedition)
- envisioned, however lack of approved baseline CIP renders measurement Work on the CIP appears to be progressing slower than initially difficult

Contract Measurement

- in the executed work order, resides in multiple locations or does not exist Scope of work within fixed price work orders cannot be readily measured given that key information needed to allow measurement is not included
- Measuring performance of fixed price work orders covering multiple years is extremely difficult under a rolling CIP with annual revalidations and no approved baseline
- extensive use of fixed priced work order creates financial risk to County Establishment of a wide band of billing rates for positions coupled with

Process Definition

- and procedures specifically designed to management/administer program Aside from standard County procedures, there are no formalized policies management contracts, such as PS-5190
- There is no formalized process to measure deliverables to auditable control points to invoices

Contract Compliance

- under PS-5190, a service explicitly not authorized under Section 15 of the PM has performed design and engaged subcontractors to perform design master agreement
- PM has subcontracted work without approval from the County, in violation of Section 17 of the master agreement
- contain line items for reimbursable expenses ranging from \$40,000 to supporting documentation is needed to submit progress payments) To varying degrees, several fixed priced work order (for which no \$190,000 without supporting documentation

Performance Measurement

- Key performance indicators are not used to measure project and program performance
- Master program schedule is not maintained at a level of detail to allow for meaningful time or critical path impact analysis – there are limited logic ties with virtually no interdependency shown between CIP projects.
- To date the combined value of program management and CEI fees alone total 38% of construction costs awarded to date

Actions

- Contract Administration
- Performing independent fee estimates
- Time and material methodology for new Work Orders
- Review Onbase (Doc Control Sys) expansion module
- Baseline program on annual Work Orders; WO 20 analysis
- Contact Measurement
- Execution at project level
- T&M: Individual billing rates/multipliers
- Deliverables identified
- **Process Definition**
- Procedures by April 1
- Procedures to address WO development, invoicing and performance

Actions

- Contract Compliance
 - Enforce provisions (All subcontract work must have prior authorization; no design; require supporting documentation on invoices)
- Performance Measurement
 - Key performance indicators by Feb 1
 - Evaluate PM fees in relation to program delivery

		7

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Travel and Mileage Reimbursement for Commissioner Brenda Carey

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: Joe Forte CONTACT: Sabrina O'Bryan EXT: 7224

MOTION/RECOMMENDATION:

Approve travel and mileage reimbursement to Commissioner Brenda Carey for attending the Florida Association of Counties conference December 1st through 3rd, in St. Petersburg, FL.

County-wide Joe Forte

BACKGROUND:

See detailed report attached.

STAFF RECOMMENDATION:

Staff recommends that the Board approve travel and mileage reimbursement to Commissioner Brenda Carey for attending the Florida Association of Counties conference December 1st through 3rd, in St. Petersburg, FL.

ATTACHMENTS:

1. Travel Reimbursement documentation

Additionally Reviewed By: No additional reviews

Traveler: Brenda Carey STATE OF FLORIDA

VOUCHER FOR REIMBURSEMENT Social Security No.

OF TRAVEL EXPENSES

Account Line: 010100-53040-000

Agency: BCC

Headquarters: Sanford

Residence (City): Longwood

		Hour of	Meals for	Per Diam	ō		1, -; - ; 1		
Date I ravel Performed		Departure	Class	or Actual	Class	Milogo	Vicinity	Ç	Othor Expenses
To Destination	(Name of Conference)	of Return	A and b	Expenses	Meais	Claimed	Claimed	Amount	Type
12/1/2009 Home TO St. Petersburg	Florida Assoc. Countyies Legislative Conference	┺	\$19.00			121.61			Dinner
上	Florida Assoc. Countyies Legisl	┷	\$30.00						Lunch, Dinner
12/3/2009 St. Petersburg TO Home	✝	8:30 p.m.				121.61			
	М								
Statement of Benefits to the State: (Conference or Convention)	(Conference or Convention)		Column	Column	Column		243.22	Column	SUMMARY
			Total \$49.00	\$0.00	\$0 00	@ \$.55MI.	\$133 77	\$0.00	\$182.77
Revolving Fund:	Advance:								
Check No.	Warrant No.		LESS ADV	LESS ADVANCE RECEIVED	IVED				\$0.00
Check Date	Warrant Date	_	LESS CLAS	LESS CLASS C MEALS (Officers/Employee Only)	(Officers/	Employee O	nly)		\$0.00
Agency Voucher No.	Statewide Doc. No.		NET AMOUNT DUE	NT DUE					\$182.77
	Agency Voucher No.								
I hearby certify that the above expenses were actua	I hearby certify that the above expenses were actually incurred by me as necessary travel expenses in the performance of my official		Pursuant to Se	ction 112.061 (3) (a), Florida Statutes	, I hereby certify or	affirm that to the	best of my knowled	Pursuant to Section 112.061 (3) (a), Florida Statutes, I hereby certify or affirm that to the best of my knowledge the above travel was on
duties, attendance at a conference or convention w		onfer-	official busines	official business of the State of Florida and was performed for the purpose(s) stated above.	rida and was perfo	nmed for the purpo	se(s) stated above.		
ence of convention registration for flave occin deducted and the convention of the conference in every reserved with the security managements.	icied in the traver claim, and that the claim is the and correct in every material material material and		SUPERVIS	SUPERVISOR'S SIGNATURE	TURE				
TRAVELER'S SIGNATURE:	Jena La January		SUPERVISO	SUPERVISOR'S TITLE:	i i				
DATE PREPARED: 12/7/09 TITE	LE: Seminole County Commissioner		DATE APPROVED:	ROVED:					
1	1								



MAPQUEST.

Notes

Trip to 333 1st St S St Petersburg, FL 33701-4342 121.61 miles - about 2 hours 9 minutes



16 Old Post Rd, Longwood, FL 32779-3035

START	Start out going WEST on OLD POST RD toward TRILBY BR.	0.3 mi
•	2. Turn LEFT onto MARKHAM WOODS RD.	3.4 mi
• 3	3. Turn LEFT onto FL-434 E.	0.2 mi
(1) WEST	4. Merge onto I-4 W toward ORLANDO.	93.4 mi
13 275	Merge onto I-275 S via the exit on the LEFT toward TAMPA INT'L AIRPORT/ST PETERSBURG.	22.7 mi
EXIT 175	6. Merge onto I-175 E via EXIT 22 on the LEFT toward TROPICANA FIELD.	1.3 mi
5	7. Turn SLIGHT LEFT onto 5TH AVE S.	0.3 mi
•	8. Turn LEFT onto 1ST ST S/1ST ST SE.	0.2 mi
END	9. 333 1ST ST S is on the LEFT.	0.0 mi



333 1st St S, St Petersburg, FL 33701-4342

Total Travel Estimate: 121.61 miles - about 2 hours 9 minutes

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Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use



FAC 2009-10 LEGISLATIVE CONFERENCE REGISTRATION FORM

Hilton St. Petersburg Bayfront (Pinellas County) December 2-4, 2009

FLORIDA ASSOCIATION OF
COUNTIES
100 S. MONROE ST.
TALLAHASSEE, FL 32301
(850)922-4300

C O P Y 11/30/2009 12:11 Sale:

OPTIONS FOR REGISTRATION: Online: (credit card only) - Please By mail: (check or credit card) By fax: (credit card only) (850) 488	3-7752	ww.fl-counties.com	Transaction # 1 Card Type: UISA Acc: ***********************************
FIRST NAME: Brenda		ME: Carey	Reference No.: 01334001 Auth.Code: 030479
FIRST NAME/NICKNAME (to appear on name	badge):		Respon. CAPTURE 030479
COUNTY/COMPANY:Semin	ole County		
TITLE/POSITION OR GUEST OF: Comm	issioner		
MAILING ADDRESS: 1101 E First Street			
CITY: Sanford	ST	ATE: <u>FL</u> ZIP: <u>327</u>	71
TELEPHONE: 407-665-7209	FAX:	407-665-7958_	
EMAIL: ALockhart@seminolec	ountyfl.gov		
PAYMENT MUST ACCOMPANY ALL Method of Payment Check \	/ISA Mast	erCard	SED
Credit Card # 4	Exp. Da	ate: _0 9_/_12_	
Cardholder's Name <u>Brenda Carey</u>	Sig	gnature	
REGISTRATION FEE SCHEDULE:	Early Bird (Postmarked on or before Nov. 2)	Registration (Postmarked Nov. 3 through Nov. 18)	On-Site Fee (Postmarked on of after Nev. 19)
County Commissioner/County Staff Non-county Govt. Employees (City, State, Federal) Private Sector / Business Spouse/Non-Business Guest Additional Event Tickets (on-site only)	\$250 \$300 \$350 \$100	\$300 \$350 \$400 \$125	\$350 \$400 \$450 \$150 \$ 50

PLEASE SEND REGISTRATION FORM AND PAYMENT TO:

Florida Association of Counties
Attention: Michelle Drawdy, P.O. Box 549, Tallahassee, FL 32302
PHONE: (850) 922-4300 FAX: (850) 488-7752 (credit cand registrations only)

SPECIAL NEEDS: If you are physically challenged and require special services, please attach a written description to this form.

CONFERENCE REGISTRATION CANCELLATIONS: Refund of conference registration fee, less an administrative fee of \$50, will be allowed provided written or faxed notice of cancellation is received by FAC on or before November 18, 2009. No refunds will be considered after November 18, 2009. No telephone or verbal cancellations will be accepted.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-5018-09/VFT - Red Bug Lake Regional Stormwater

Facility - Howell Creek Basin

DEPARTMENT: County Manager Office **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Joe Forte **CONTACT:** Vagillia Taylor **EXT:** 7122

MOTION/RECOMMENDATION:

Award CC-5018-09/VFT – Red Bug Lake Regional Stormwater Facility – Howell Creek Basin, in the amount of \$597,583.77 to Central Florida Environmental Corporation of Winter Springs, Florida.

County-wide Ray Hooper

BACKGROUND:

CC-5018-09/VFT will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary to construct the Drainage Improvements for Red Bug Lake Road Regional Stormwater Facility Howell Creek Basin.

The project was publicly advertised and the County received thirteen (13) responses, of which two (2) responses were determined to be non-responsive and three (3) were determined to be non-responsible. The Review Committee consisting of Bob Walter, Principal Engineer; Mark Flomerfelt, Principal Engineer; and Rolando Raymundo, Principal Engineer; all of the Public Works Department, reviewed the responses. Consideration was given to the bid price, experience and qualifications.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Central Florida Environmental Corporation, Winter Springs, Florida, in the amount of \$597,583.77. The completion time for this project is one hundred and fifty-five (155) calendar days to Substantial Completion, and an additional thirty (30) calendar days to Final Completion, for a total Agreement time of one hundred and eighty-five (185) calendar days from the issuance of a Notice to Proceed by the County. The back-up documentation includes the Tabulation Sheet.

The Engineer's Estimate for this project was \$938,049.00, and funds are available in two (2) Public Works account lines for Red Bug Lake Dr east of SR: Engineering - Construction in Progress (Account #077541.560650, CIP #00209113) and Stormwater - Construction in Progress (Account #077641.560650, CIP#00209113).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-5018-09/VFT – Red Bug Lake Regional Stormwater Facility – Howell Creek Basin, in the amount of \$597,583.77 to Central Florida Environmental Corporation of Winter Springs, Florida.

ATTACHMENTS:

- 1. CC-5018-09_VFT Award Agreemnt (Central Florida Environmental Corporation)
- 2. CC-5018-09_VFT Backup Documentation

Additionally Reviewed By:

County Attorney Review (Ann Colby)

CONSTRUCTION SERVICES AGREEMENT DRAINAGE IMPROVEMENTS FOR RED BUG LAKE ROAD REGIONAL STORMWATER FACILITY - HOWELL CREEK BASIN (CC-5018-09/VFT)

WITNESSETH:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, including the Scope of Services (attached hereto as Exhibit A) and the solicitation package and all addenda thereto. The Work is generally described as Drainage Improvements for Red Bug Lake Road Regional Stormwater Facility - Howell Creek Basin.

The Project for which the Work under the Contract Documents is a part is generally described as Drainage Improvements for Red Bug Lake Road Regional Stormwater Facility - Howell Creek Basin.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Woolpert, Inc., whose address is 3504 Lake Lynda Drive, Suite

400, Orlando, Florida 32817.

(b) "CEI" is the Seminole County Engineer.

SECTION 3. CONTRACT TIME.

- (a) All provisions regarding Contract Time are essential to the performance of this Agreement.
- (b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within one hundred fifty-five (155) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.
- (c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.
- (d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

- (a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is FIVE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-THREE AND 77/100 DOLLARS (\$597,583.77) subject only to increases or decreases made in strict conformance with the Contract Documents.
- (b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.
- CONTRACTOR acknowledges that CONTRACTOR studied. (C) considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing. and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions

of the Contract Documents.

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

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to its responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of COUNTY with its own forces, the work of other utility contractors, and the work of others at the Project site.

SECTION 5. PAYMENT PROCEDURES.

- (a) Application for Payment. CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- (b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by

ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

SECTION 6. ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- In the event that CONTRACTOR fails to physically mobilize (b) to the Work site as required by Section 6.19 of the General may withhold additional Conditions, COUNTY retainage completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following approval of а supplementary Progress Schedule the ENGINEER's demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.
- (c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled

Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

SECTION 7. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

- (a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents Work, locality, and weather; utility locations; all local conditions; Chapter 220, Part 1, "Purchasing Code", Seminole County Code; federal, state, and local laws; and ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.
- (b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.
- (c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts,

relocations (temporary and permanent), and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine", and acknowledges that the Plans and Specifications are adequate to perform the Work.

- (d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.
- (e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- (f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- (g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY, ENGINEER, or

any agent relating to compliance with the Contract Documents shall not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

- (h) CONTRACTOR declares and agrees that COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.
- (i) CONTRACTOR's resident Superintendent at the Work site shall be David Stallowy, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.
- (j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity,

relating to all permits required for performance of the Work.

- CONTRACTOR acknowledges that the performance of the Work (k) under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen damage by complaints, related to alleged caused performance of the Work, within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.
- (1) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

SECTION 8. CONTRACT DOCUMENTS.

- (a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:
 - (1) This Agreement;
 - (2) Bid Form, attached hereto as Exhibit B;
 - (3) Trench Safety Act, attached hereto as Exhibit C; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit D;
- (b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:
 - (1) Performance Bond;
 - (2) Payment Bond;
 - (3) Material and Workmanship Bond;
 - (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;
 - (6) General Conditions;
- (7) Supplementary Conditions including any utilityspecific forms provided by County's Utility Division;
 - (8) Notice to Proceed;
 - (9) Change Orders;
 - (10) Certificate of Substantial Completion;
 - (11) Certificate of Final Inspection;
 - (12) Certificate of Engineer;

- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;
- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
 - (20) Consent of Surety to Final Payment;
 - (21) Instructions to Bidders; and
- (22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.
- (c) There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 9. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the

traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, SIX HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$668.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

- (b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.
- (c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.

SECTION 10. MISCELLANEOUS.

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

- (b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- (c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 11. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for

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

For COUNTY:

Public Works Department 177 Bush Loop Sanford, Florida 32773

COPIES TO:

Purchasing and Contracts Division 1301 E. Second Street Sanford, Florida 32771

For CONTRACTOR:

Central Florida Environmental Corporation 910 Belle Avenue, Suite 1040 Winter Springs, Florida 32708

SECTION 13. CONFLICT OF INTEREST.

- (a) CONTRACTOR 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. (See County Personnel Policy 103.0)
- (b) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of CONTRACTOR 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, CONTRACTOR 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.

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

- (a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.
- (b) Upon a material breach of the Contract Documents related to life safety as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN	WITNE	ss	WHEREO	F,	the	part	ies	hereto	har	<i>r</i> e	exect	ıted	this
Agreement	. All	L po	rtions	of	the	Contr	act	Documen	ts ha	ave	been	sign	ed or
identifie	ed by C	OUN'	TY and	CON	TRAC	TOR or	s by	ENGINEE	R on	th	eir b	ehalf	
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(CORPORA)	TE SEAI	.)				Date:		···					
ATTEST:								RD OF CO					3
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MARYANNE Clerk to County Co Seminole	the Bo	oner	rs of			Date:		DALLARI					
For the u						As au by th	thon ie Bo	rized for	r exe Count	cut y C	ion Commis		rs
Approved legal suf			n and					meeting.	•				
County At	torney	7		-									
Attachmer Exhibit		3id	Form										

Exhibit B - Trench Safety Act

Exhibit C - American with Disabilities Act Affidavit

AEC/sjs 12/9/09

P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\CC-5018-09.doc

3844208 1 SARS

BID FORM

SEMINOLE COUNTY, FLORIDA FOR THE CONSTRUCTION OF

PROJECT: Red Bug Lake Road Regional Stormwater Facility – Howell Creek Basin COUNTY CONTRACT NO. CC-5018-09/VFT
Name of Bidder: CENTRAL FLORIDA ENVIRONMENTAL CORP
Mailing Address: 910 Belle Rive Ste 1040, Winter Sprines FL 32908
Street Address: 910 Belle Ave Ste 1040
City/State/Zip: Winter Springs, 74 38708
Phone Number: (407) 834-6115
FAX Number: (467) 834-6391
Contractor License Number: <u>CCC 655330</u>
TO: Purchasing and Contacts Division of Seminole County, Florida
Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and firmish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth.
forth in the Contract Documents.
The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.
Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.
Bidder acknowledges that it has read and fully understands all Sections of the Instructions To
BID FORM 10/2009 Red Bug Lake Road Regional Stormwater Facility - Hours Creek Pagin

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website (www.seminolecountyfl.gov/purchasing).

BID FORM

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL A	O TRUOM.	F BID:	\$597,583	25.77	
	,	_	,	Numbers	***************************************
Fire	hundra	I sints	seven House	a give housel rights three	
	severh		c=d=3		
	,		(IN W	VORDS)	

- 1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
- The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

BID FORM 10/2009

00100-2 CC-5018-09/VFT

BID SUBMITTAL CHECKLIST

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section	ר Form	Included 🗹
00100	Bid (addendum acknowledged)	
	Bid Security (acceptable type)	
00110	Trench Safety Act	
00120	Bidder Information (inc. W-9)	
00200	Non-Collusion Affidavit of Bidder	
00300	Certification of Non-segregated	
	Facilities	
00310	Americans with Disabilities Act	
00320	Drug-Free Workplace	
00330	Public Entity Crimes	
00340	Compliance with Public Records	
	Copies of required Licenses	
·	Proof of FDOT qualifications	
	·	
		1 1

BID FORM 10/2009

00100-3

C-5018-09/VFT

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this Act day of November, 20 69.

Cermon Floring Environmental (Signature of person signing this BID FORM)

Apoid Stolowy

(Printed name of person signing this BID FORM)

(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS bidder's bond

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Fotal Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

BID FORM 10/2009

00100-4 QC-5018-09/VFT

Exhibit "A"

BID FORM

BID FORM 10/2009

00100-5 XX-5018-09/VET

CC-5018-09/VFT - Bid Form

Drainage Improvements for Red Bug Lake Road Regional Stormwater Facility - Howell Creek Basin

Item No.	Description	Num of Units	Unit	<u> </u>	Unit Cost	_	01
104-10-02	Synthetic Bales	42.0	LF	\$		+	Cost
104-11	Floating Turbidity Barrier	225.0	T LF	\$	6.30		
104-13-1	Staked, Silt Fence, Type III	2300.0		\$	7.35		
	Prevention, Control and Abatement of	2000.0	+	-+3-	0.50) \$	1,150.00
-	Erosion and Water Pollution (not included						
104-14	in other line items)	1.0	LS	1.	per inguisa	. _	
110-4	Removal of existing concrete pavement	11.0	SY	\$	5,777.00		
120-1	Excavation	11700.0		\$. 38.20		*********
285-7	Optional Base, Shell Rock for Pathway (8")	1408.9	CY	\$, 5.40		***************************************
	Cement Conc Pavt Reinforced, 6"	1406.9	. SY	\$, 6.00	\$	8,453.40
350-2-1	(Concrete Driveway)	355.6	SY				_
	Conc Class II, Retaining Wall, Wingwall	333.0	101	\$. 24.45	\$	8,694.42
400-2-11	Addition	4.0	CY		lana au	1.	
	Conc Class II, Superstructure	4.0	 	\$	656.25	\$	2,625.00
400-2-4	Concrete Cap	40.0	CY				
415-1-6	Reinforcing Steel - Miscellaneous	3567.0		\$	200.55		8,022.00
425-1-521	Inlets (DT Bot) (Type C) (<10')		LB	\$	<u> </u>		4,637.10
425-1-581	inlets (DT Bot) (Type H) (<10')	1.0	EA	\$	3,358.00		3,358,00
	1/24-inch RCP	1.0	EA	\$	3/365.00		3,365.00
	Mitered End Section (24")	454.0	LF	\$, 30.30		13,756.20
440-1-20	Underdrain, Type II, 8"	5.0	EA	\$	766.50		3,832.50
455-133-3	Sheet Piling Steel, F&i, Permanent	290.0	LF	\$	27.90		8,091.00
100-100-0	Pedestrian, Bicycle Railing, Aluminum	10815.0	SF	\$	29.20	\$	315,798.00
515-2-301	Only, 42" Picket Rail						
519-78	Bollards (removable)	440.0	<u>LF</u>	\$, 33.65		14,806.00
520-1-8		2.0	EA	\$	157.50		315.00
522-1	Concrete Curb abd Gutter Special (drop cur Sidewalk Concrete, 4" Thick	48.0	LF	\$	7.75		372,00
530-3-3	Diagram Dubble Cat Design to	17.0	SY	\$. 18.55	\$	315.35
550-10-220	Riiprap, Rubble, F&I, Bank and Shore	487.0	Tons	\$	79.80	\$	38,862.60
000-10-220	Fencing (Type B, 5.1 to 6.0', Standard)	10.0	LF	\$	11.00	\$	110.00
550-10-919	Fencing, Special Type, 0.0 -5.0', Special						
000-10-919	Features (Rail Fence)	145.0	<u>LF</u>	\$	6.85	\$	993,25
550-60-224	Fencing Gate, Type B, Double, 18.1 to 20.0' opening						
000-00-224		1.0	<u>EA</u>	\$	536.00	\$	536.00
550-60-926	Gate, Special Type, Double, 24.1 to 30'	ľ					
570-1	opening Porformance To fill I I I I I I I I I I I I I I I I I I	1.0	<u>EA</u>	\$	788.00	\$	788.00
570-1-2	Performance Turf (Hydroseeding)	12210.0	SY	\$	0.30	\$	3,663.00
721-74-1	Performance Turf (Sod, Bahia)	7140.0	SY	\$, 1.50	\$	10,710.00
121-14-1	Trash Receptacle, Pre-Fabricated	1.0	EA	\$	713.00	\$	713.00
	Daniel De de la companya del companya de la companya del companya de la companya						
	Repair Red Bug Lake Road Rond MES					*******	
	Structure						
400-1-2	Concrete Class I, Endwalls	56.0	CY	\$	362.00	\$	20,272.00
430-175-201	35" x 24" Arched Pipe	16.0	LF	\$	97.05	\$	1,552.80
	53" x 34" ERCP	32.0	LF	\$	122.55	\$	3,921.60
530-3-4	Riprap, Rubble, F&I, Ditch Lining	300.0	Tons	\$	33.45	\$	10,035.00
	Utility Pipe, Remove & Dispose & Dispose,		·····	<u> </u>	100.40	Ψ	10,035,00
1050-16005		16.0	LF	\$;26.25	\$	400.00
	Utility Pipe, Remove & Dispose & Dispose,	**************************************			120,20	Ψ	420.00
1050-16006	50" or larger	32.0	LF	\$	26.25	æ	. 040.00
				<u> </u>	:26.25 Subtotal	\$ \$	840.00
	Mobilization (5% Max. of Total Bid			 		Ψ	562,303.77
I	excluding, Mobilization, MOT and Clearing	1			1		ŀ
101-1	and Grubbing pay items)	1,0	LS	\$	11 120 00	· dr	44 400 00
	Manitenance of Traffic(5% Max. of Total			Ψ	11,130.00	\$	11,130.00
	Bid excluding, Mobilization, MOT and		l		İ		
02-1	Clearing and Grubbing pay items)	1.0	LS	\$	27 102	Φ.	
1	Clear and Grub (5% Max. of Total Bid			Ψ	2,3 ; 3.03	\$	2,310.00
	excluding, Mobilization, MOT and Clearing	j	ļ		***************************************		
10-1-1	and Grubbing pay items)	1.0	LS	\$	24 040 00	φ.	
					21,840.00 Amount of Bid		21,840.00
		L.		· Utdi	Versionist at RIG	\$	597,583.77

Page 6 of 6

TRENCH SAFETY ACT (if applicable for this project) SECTIONS 553.60-553.64, FLORIDA STATUTE\$

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs are not a separate pay item. The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
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Davio Stelong Printed Dame	4	Central Fl Bidder Name		usonmenter Cosp
Signature			3	

BID FORM 10/2009

00110-1

CC-5018-09/VFT

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

CONTRACTOR:	Central Florina Environmental	<u>Carp</u>
Signature:	- () ail st.	
Printed Name:	Davio Stelowy	
Title:	President	
Date:	11-30-09	
Affix Corporate Seal		
STATE OF FLORIDA)) ss	
COUNTY OF Seminale)	
The foregoing instr of november Q. F. C. Corp personally known to me of has	produced personally known Seesa C Print Name Sus A Notary Public in and for the C	alala W EC 40/5
	and State Aforementioned My commission expires:	Notary Public State of Fforda Susan Echols Wy Commission DU073001 Expires 07/10/2011

AMERICANS WITH DISABILITIES ACT AFFIDAVIT 10/2009

00310-1 C-5018-09/VFT

B.C.C. - SEMINOLE COUNTY, **BID TABULATION SHEET**

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT.

ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS

BID DOCUMENTS FROM THE VENDORS LISTED HEREIN

PROJECT TITLE: **BID NUMBER:**

CC-5018-09/VFT Red Bug Lake Regional Stormwater Facility –

Howell Creek Basin

BID OPENING DATE:

November 20, 2009 at 2:00 P.M. Eastern

PAGE: 1 of 4

		· ;		
	Response #1	Response #2	Response #3	Response #4
ITEM DESCRIPTION	Central Florida Environmental Corp. 910 Belle Ave., Suite 1040 Winter Springs, FL 32708	American Persian Engineers & Constructors, Inc. 4436 Old Winter Garden Road Orlando, FL 32811	Emerald Utilities and Site Development, Inc. 1601 Park Center Drive, Suite 6B Orlando, FL 32838	Eden Site Development 115 W. Pine Avenue Longwood, FL 32750
	David Stolowy (407) 834-6115 (Phone) (407) 834-6391 (Fax)	Majid Fouladi (407) 522-0530 (Phone) (407) 522-8332 (Fax)	Dipchand Lutchman (407) 522-4840 (Phone) (407) 522-4839 (Fax)	Andre Gucailo (407) 265-1113 (Phone) (407) 265-1118 (Fax)
Total Amount of Bid	\$597,583.77	\$635,514.20	\$709,975.00	\$734,209.80
Acknowledge Addenda 1-4	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes Monsive"
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	No
M-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records	Yes	Yes	Yes	No
FDOT Pre-qualified or Sub	Yes	Yes	Yes	No

B.C.C. – SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: CC

CC-5018-09/VFT Pag

Page 2 of 4

	· 6			1
	Kesponse #5	Kesponse #6	Kesponse #/	Kesponse #8
	Wal-Rose, Inc.	ZFI Engineering &	Allstate Paving, Inc.	Hubbard Construction
ITEM DESCRIPTION	3848 Morres Station Rd.	Construction, Inc.	5284 Patch Road	Company
	Sanford, FL 32772	651 Danville Dr, Ste 100	Orlando, FL 32822	1936 Lee Road
		Orlando, FL 32825		Winter Park, FL 32789
	Walter Duane Griffith, Jr.	George (Zhi) Guo	Dan Phillips	Jean-Marc Vautravers
	(407) 328-9999 (Phone) (407) 328-4229 (Fax)	(407) 281-1100 (Phone) (407) 281-1108 (Fax)	(407) 277-5247 (Phone) (407) 273-7146 (Fax)	(407) 645-5500 (Phone) (407) 623-3865 (Fax)
Total Amount of Bid	\$747,737.95	\$736,117.48	\$771,966.06	\$788,853.35
Acknowledge Addenda 1-4	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes arm	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form		Yes		Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records	Yes	Yes	Yes	Yes
FDOT Pre-qualified or Sub	No	Yes	Yes	Yes

B.C.C. – SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER:

CC-5018-09/VFT Pag

Page 3 of 4

	Response #9	Response #10	Response #11	Response #12
	Pospiech Contracting, Inc.	CWB Contractors, Inc.	Gregori Construction and	AJC Construction, LLC
ITEM DESCRIPTION	201 S. Apopka Ave.	2445 C.R. 2006	Engineering, Inc.	8046A Presidents Drive
	Inverness, FL 34452	Bunnell, FL 32110	736 Ekastown Road	Orlando, FL 32809
			Sarver, PA 16055	
	John M. Carswell	Clinton W. Baylor	Richard C. Gregori	Alexander Caputo
	(352) 726-3940 (Phone) (800) 795-4959 (Fax)	(386) 672-0133 (Phone) (386) 672-0352 (Fax)	(724) 353-1322 (Phone) (724) 353-2486 (Fax)	(407) 855-5572 (Phone) (407) 855-4922 (Fax)
Total Amount of Bid	\$818,700.00	\$830,022.68	\$849,942.80	\$1,019,833.70
Acknowledge Addenda 1-4	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated	Yes	Yes	Yes	Yes
Facilities Form				
Americans w/Disabilities Act	Yes	Yes REL	Yes	Yes
Drug-Free Workplace Form	Yes		Yes	Yes
Public Entity Crimes Form	Yes	SPASIVI	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
M-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records	Yes	Yes	Yes	Yes
FDOT Pre-qualified or Sub	Yes	No	Yes	Yes

B.C.C. – SEMINOLE COUNTY, FL **BID TABULATION SHEET**

BID NUMBER:

Page 4 of 4 CC-5018-09/VFT

	Response #13
ITEM DESCRIPTION	JCB Construction, Inc. 800 West Gore Street
	Orlando, FL 32805
	Brian M. Butler (407) 425-9880 (Phone) (407) 425-9972 (Fax)
Total Amount of Bid	\$1,050,835.15
Acknowledge Addenda 1-4	Yes
Trench Safety Act	Yes
Bidder Information Form	Yes
Non-Collusion Affidavit	Yes
Certification of Non-Segregated	Yes william
Facilities Form	
Americans w/Disabilities Act	Sakanlı
Drug-Free Workplace Form	Yes
Public Entity Crimes Form	Yes
Experience of Bidder	Yes
Bid Bond	Yes
6-M	Yes
Compliance w/ Public Records	Yes
FDOT Pre-qualified or Sub	No

Bid Opening: November 20, 2009 at 2:00 p.m., Administrative Services Conference Room, 200 W. County Home Road, Sanford, FL 32773

Bid Tabulated by Vagillia Taylor, Senior Procurement Analyst (Posted by Vagillia Taylor on December 3, 2009 @ 10:20 am Eastern)

Recommendation of Award: Central Florida Environmental Corp. (Posted by Vagillia Taylor on December 7, 2009 @ 11:25 am Eastem) (Updated City and Zip Code for Central Florida Environmental Corporation on December 9, 2009 @ 11:15 A.M)

BCC Agenda Date: January 12, 2010 (Posted by Vagillia Taylor on December 7, 2009 @ 11:25 am Eastern)

Reasons for Non-Responsiveness Determination: Eden Site Development. Inc. (No bid bond submitted); Allstate Paving, Inc. (Used wrong bid form)

Reasons for Non-Responsibility Determination: Wal-Rose, Inc. (Did not meet requested FDOT Pre-Qualifications); CWB Contractors, Inc. (Did not meet requested FDOT Pre-Qualifications); JCB Construction, Inc. (Did not meet requested FDOT Pre-Qualifications)

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendment #1 to RFP-600453-08/BJC - Tourism Marketing Services

DEPARTMENT: County Manager Office **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Joe Forte CONTACT: Tammy Roberts EXT: 7115

MOTION/RECOMMENDATION:

Approve Amendment #1 to RFP-600453-08/BJC - Tourism Marketing Services with Paradise Advertising & Marketing, Inc. St. Petersburg.

County-wide Ray Hooper

BACKGROUND:

RFP-600453-08/BJC provides for services to create strategies to expand the impact of the tourism advertising campaign of the County while allowing for the broadest possible tourism exposure within the available budget. Such strategies include maximizing the usage of cooperative and tag-on advertising as well as identifying promotional opportunities. FY2008/09 contract amount for Paradise contract was not to exceed \$419,500.00.

In previous years, Paradise has placed the media but Seminole County paid the vendors directly so the dollars were not previously part of the Paradise contract amount. Amendment #1 will increase the not-to-exceed amount from \$419,500.00 to \$569,500.00, allowing Paradise to pay advertising costs directly for media placement. By allowing Paradise to pay directly simplifies the billing process at no additional charge to the County.

2009/10 Budgeted Display Advertising: \$275,000.00

2009/10 Budgeted Marketing and PR: \$294,500.00

New Contract Amount: \$569,500.00

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #1 to RFP-600453-018/BJC - Tourism Marketing Services with Paradise Advertising & Marketing, Inc. St. Petersburg.

ATTACHMENTS:

- Additional budget background
- 2. 1st Amendment

Additionally Reviewed By:

County Attorney Review (Ann Colby)



Tourism Development Promotional Activities Budget

	Adopted Budget	Adopted Budget	
<u>Promotional Activities - Line Items</u>	FY 2008/09	FY 2009/10	Budget Changes
Marketing and Public relations	\$ 338,000	\$ 275,000	(63,000)
Advertising	375,460	294,500	(80,960)
Paradise Promotional Activitie	s 713,460	569,500	(143,960)
Event Sponsorships	105,000	105,000	-
Promotional Items	40,000	25,000	(15,000)
Brochure Distribution	15,750	15,750	-
Internet Site Activities	1,000	6,000	5,000
Central Florida Sports Commission	120,450	103,317	(17,133)
Total Budget for Promotional Activitie	s \$ 995,660	\$ 824,567	(171,093)

**FY 08/09 Paradise Contract

•	Marketing Services	\$ 120,000	(Retainer- \$10,000/month)
•	Advertising and Public Relations	212,500	(Not To Exceed)
•	New Initiatives	87,000	(Not To Exceed)
	Total FY 08/09 Contract	419,500	(Not To Exceed)

• Direct Advertising Costs** 293,960

Total Paradise Promotional Activities \$ 713,460

**FY 09/10 Paradise Contract:

•	Marketing Services	\$ 120,000	(Retainer- \$10,000/month
•	Advertising and Public Relations	212,500	(Not To Exceed)
•	New Initiatives	87,000	(Not To Exceed)
•	Direct Advertising Costs**	150,000	(Not To Exceed)
	Total FY 08/09 Contract	\$ 569,500	(Not To Exceed)
			_

Total Paradise Promotional Activities \$ 569,500

^{**}Costs Related to Media Purchases were not included as part of the Paradise Contract for FY08/09

FIRST AMENDMENT TO TOURISM MARKETING SERVICES AGREEMENT (RFP-600453-08/BJC)

THIS	FIRST	AMEND	ŒNT i	s mad	e and	ente	ered	into	o th	is _		d	ay of
			20	and	is t	o th	at o	certa	ain	Agree	ment	made	e and
enter	ed int	to on	the 2	5th o	day o	f No	vembe	er,	2008	, be	tween	PAF	RADISE
ADVER	TISING	& MARF	ETING,	INC.	, whos	e add	lress	is	150 \$	Secon	d Ave	nue N	lorth,
Suite	800,	St. Po	etersbı	ırg, E	florid	a 327	710,	here	einaf	ter	refer	red	to as
"CONS	ULTANT'	, and	SEMINO	LE CO	UNTY,	a po	litic	cal s	subdi	visio	on of	the	State
of F	lorida,	whose	addre	ess is	s Semi	nole	Cour	nty :	Serv:	ices	Builó	ling,	1101
East	First	Street	, Sanf	ord,	Florio	da 32	771,	here	einai	Eter	refer	red	to as
"COUN	ITY".										i		

WITNESSETH:

WHEREAS, CONSULTANT and COUNTY entered into the above-referenced Agreement on November 25, 2008, for tourism marketing services; and

whereas, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 17 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

SECTION 2. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement the Not-to-Exceed amount of FIVE HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$569,500.00) as follows:

\$120,000.00 - Marketing Services (Monthly \$10,000) \$212,500.00 - Advertising and Public Relations (Not-to-Exceed)

\$ 87,000.00 - New Initiatives (Not-to-Exceed)

\$150,000.00 - Direct Advertising Costs (Not-to-Exceed)

In no event shall CONSULTANT be paid more than the Not-to-Exceed amount stated above. Compensation shall be paid to the CONSULTANT at the rates as shown on Exhibit B, attached hereto.

- (b) Payments shall be made to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.
- 2. Except as herein modified all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

PARADISE ADVERTISING & MARKETING, INC.

•		
	By:	
DAVID M. DIMAGGIO	CEDAR HAMES	
Vice-President	President	
(CORPORATE SEAL)	Date:	

ATTEST:

ATTEST:	
---------	--

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

	By:
MARYANNE MORSE	BOB DALLARI, Chairman
Clerk to the Board of	
County Commissioners of	Date:
Seminole County, Florida.	
For the use and reliance	As authorized for execution
of Seminole County only.	by the Board of County Commissioners
	at their, 20
Approved as to form and	regular meeting.

County Attorney

legal sufficiency.

AEC/lpk
11/19/09
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SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendment #2 to Work Order #11 under PS-2249-07/BHJ - CEI Services for Country Club Road (Rantoul to CR 46A) with DMJM Harris

AUTHORIZED BY: Joe Forte CONTACT: Bob Hunter EXT: 7119

MOTION/RECOMMENDATION:

Approve Amendment #2 to Work Order #11 under PS-2249-07/BHJ - CEI Services for Country Club Road (Rantoul to CR 46A) with DMJM Harris of Orlando, Florida, in the amount of \$57,248.42.

County-wide Ray Hooper

BACKGROUND:

PS-2249-07/BHJ provides Construction, Engineering and Inspection Services for construction projects less than \$1,000,000.00, and ensures that these projects are constructed in reasonable conformity with the plans, specifications and agreement provisions. On February 26, 2008, the Board awarded this work order based Master Agreement to DMJM Harris of Orlando, Florida; Keith & Schnars, Inc. of Orlando, Florida; and PB Americas of Orlando, Florida.

Work Order#11 provides CEI services for intersection improvements at Country Club Road (Rantoul to CR 46A), which include an additional sidewalk along the east side, resurfacing and widening of the existing pavement, and the installation of curb, gutters and swales with inlet piping. Under Amendment #2 to Work Order #11, an increase in the amount of \$57,248.42 has been requested in order to provide CEI services for an additional seventy-five (75) calendar days in conjunction with a warranted construction time extension under CC-1075-06/TRJ for Work Order #39 - Country Club Road (Rantoul to CR 46A) Improvements Project.

The following is a summary of the total compensation for the Work Order:

Original Work Order Amount \$99,774.65 Amendment #1 4,979.35 Amendment #2 57,248.42 Revised Work Order Amount 162,002.42

This is a budgeted project, and funds are available in Country Club Rd - Rantoul (Account #077541.560670, CIP #00191640).

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #2 to Work Order #11 under PS-2249-07/BHJ - CEI Services for Country Club Road (Rantoul to CR 46A) with DMJM Harris of Orlando, Florida, in the amount of \$57,248.42.

ATTACHMENTS:

1. PS-2249-07_BHJ - Work Order #11 Amendment #2 (DMJM Harris)

Additionally Reviewed By:

County Attorney Review (Ann Colby)

WORK ORDER AMENDMENT

Board of County Commissioners SEMINOLE COUNTY, FLORIDA

Amendment Number: 2
Work Order Number: 11

Master Agreement No.: PS-2249-07/BHJ Master Agreement Title: CEI Services for Construction Project Title: CEI Services for County	Dated: March 31, 2008 on Projects Less Than 1 Million Dollars Club Road (Rantoul to CR 46A)
Consultant/Contractor: DMJM Harris Address: 20 North Orange Ave., Ste Orlando, Florida 32801	407
Įχ] drawings/plans/specifications] additional scope of services — Attachment "A"] special conditions] additional method of compensation
In consideration of the mutual understandings and Number 11 dated May 14, 2009 , and amended of	agreements contained herein, the parties agree Work Order on December 3, 2009 , is amended as follows:
additional FIFTY-SEVEN THOUSAND TWO HUI (\$57,248.42) for the additional services inclu Amendment. The total revised amount of not be ONE HUNDRED SIXTY-TWO THOUSAND TV	ded as Attachment "A" to this Work Order -to-exceed compensation under this Work Order shall NO AND 42/100 DOLLARS (\$162,002.42). of this Work Order shall remain in full force and effect for
	ade and executed this Work Order on this day of
ATTEST:	DMJM Harris
	By:
Harold Dubon, Senior Project Engineer	Barry Fiandra, Vice-President
(CORPORATE SEAL) ************************************	Date:
ATTEST:	
	SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida	By: Bob Dallari, Chairman Date: As authorized for execution by the Board of County Commissioners at their, 20

OC #805224

Original ON #23208

WORK ORDER AMENDMENT

TERMS AND CONDITIONS

- a) Except as herein modified, all terms and conditions of the cited original Work Order (as previously amended, if applicable) shall remain in full force and effect for the term of the Work Order as originally set forth in said Work Order.
- b) In accordance with the Master Agreement, which states that any amendments shall be valid only when expressed in writing and duly signed by the parties, the parties desire to amend the cited Work Order as indicated.
- c) The Scope of Services attached to the cited Work Order may be modified as provided in any attached Exhibit "A" which will be incorporated by this reference.
- d) The CONSULTANT/CONTRACTOR shall provide said services pursuant to this Amendment, the cited Work Order (as further amended, if applicable), its Attachments, and the cited Master Agreement (as amended, if applicable) which are incorporated herein by reference as if they had been set out in their entirety.
- e) It is expressly understood by the CONSULTANT/CONTRACTOR that this Amendment, until executed by the COUNTY, does not authorize any changes to the cited Work Order and that the COUNTY, prior to its execution of the Amendment, reserves the right to cancel the Amendment without penalty if it is determined that to do so is in the best interest of the COUNTY.
- f) The CONSULTANT/CONTRACTOR shall sign the Amendment first and the COUNTY second. This Amendment becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Amendment will be forwarded to the CONSULTANT/CONTRACTOR upon execution by the COUNTY.
- g) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

AECOM 30 South Keller Road, Suite 500, Orlando, Florida 32810 T 407.660.1719, F 407.660.0250, www.aecom.com

November 30, 2009

Ltr. 191640-009(b)

Bill Glennon, P.E. Seminole County Engineering Principle Engineer-Construction 520 W. Lake Mary Blvd Sanford, FL 32773

Reference:

PS-2249-07/BHJ

CEI Services

Country Club Road Improvements

Subject:

Request for Extension of CEI Fee and Time

Related to Project CC-1075-06/TLR; W.O. #039, CIP#1916-40

Period 2 of 2

Dear Mr. Glennon:

AECOM requests an adjustment to the Professional Services CEI contract on the Country Club Road project. The construction project was original bid for a 120 calendar day contract; however, time extensions amounting to 82 total calendar days have been submitted to Seminole County for approval in Change Order #02 for American Persian Engineers & Constructors, Inc. (APEC). Therefore, a final fee adjustment of \$57,248.42 and seventy-five (75) days is proposed for consideration.

The fee adjustment is calculated as follows using contract billing rates:

82 days \div 30 days/mo @ 2.8 months, or \sim 12 weeks

165 hours / month for full time personnel

TOO INCOME.	one for the personal		
Sr Project Eng.	165 hrs/mo x 2.8 mo x 0.009 x \$122.70 /hr	=	\$ 505.52
Proj Administrate	or 165 hrs/mo x 2.8 mo x 0.557 x \$104.23 /hr	****	\$26,807.96
Sr Inspector	$165 \text{ hrs/mo } \times 2.8 \text{ mo } \times 0.913 \times \68.47 /hr		\$28,894.34
Inspector (I)	165 hrs/mo x 2.8 mo x 0.000 x \$56.76 /hr		\$ 0.00
Vehicle 1	11 weeks x 120 miles x \$0.44 /ea mile	-	\$ 580.80
Vehicle 2	11 weeks x 95 miles x \$0.44 /ea mile	200	\$ 459.80
•	TOTAL		\$57,248.42

Please contact me at 352-689-0002 if you should have any questions.

Sincerely, AECOM

Harold Dubon, P.E.

Senior Project Engineer

cc:

File

CEI Project Cost Estimate PS-2249-07/BHJ Country Club Road Seminole County, FL

original contract 5/14/2009 extension request 11/30/2009

period 2 of 2

1	65	Ir	n	n

CEI Labor:		billing rate	hours	value
Sr Proj Engineer	pay rate	\$122.70	4.12	\$505.52
Project Administrator	pay rate	\$104.23	257.20	\$26,807.96
Sr Inspector	pay rate	\$68.47	422.0	\$28,894.34
				Mark Market
Inspector - level I	pay rate	\$56.76	0.0	\$0.00
Construction of the second of				ilian.
Inspector Tech.	pay rate	\$36.54	0.0	\$0.00

LABOR SUBTOTAL

\$56,207.82

Mileage	rate	# miles /	week # weeks	value
Project Administrator	\$0.4	14 95	11	\$459.80
Sr Inspector	\$0.4	14 120	11:	\$580.80

SUBTOTAL

\$1,040.60

Material Testing	number	cost	value
		\$0.00	\$0.00
SUBTOTAL		- New works have been and the second or summature to consider community and worked to suppose the second consideration and the secon	\$0.00

TOTAL

\$57,248.42

CEI SERVICES Country Club Road from Rantoul Lane to CR 46A PS-2249-07/BHJ

11/30/2009 period 2 of 2

CEI STAFF SERVICE EXTENSION REQUEST (~ 3 month)

of Construction Contract (CC-1075-06/TLR; CIP #1916-40)

(+82 days by Change Order #02)

				TOTAL	Request this		
MONTH:	-	2	3	hrs	period	Contractual Kates	IOIAL LABOR VALUE
PROJECT STAFF:							
Sr Project Engineer	1.65	1.65	1.32	4.62	4.12	\$122.70	\$505.52
Project Administrator	00.66	99.00	79.20	79.20 277.20	257.2	\$104.23	\$26,807.96
Secretary	0.0	0.0	0.0	0.0	0.0		\$0.00
Senior Roadway Inspector	165.00	165.00	132.00	462.00	422.0	\$68.47	\$28,894.34
Roadway Inspector(I)	0.0	0.0	0.0	0.0	0.0	\$56.76	\$0.00
TOTAL STAFF-HOURS:	265.7	265.7	212.5	743.8	683.3		\$56,207.82

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendment #5 to PS-5191-05/TLR - Engineering and Design for the Central

Transfer Station Citizen Area

AUTHORIZED BY: <u>Joe Forte</u> CONTACT: <u>Diane Reed</u> EXT: <u>7120</u>

MOTION/RECOMMENDATION:

Approve Amendment #5 to PS-5191-05/TLR with Brown and Caldwell, of Maitland, Florida to add a Not To Exceed fee in the amount of \$143,198.00.

County-wide Ray Hooper

BACKGROUND:

PS-5191-05/TLR provides for the engineering and design of a citizen drop-off area at the Central Transfer Station. The citizen drop-off area will provide an unloading area for municipal solid waste, yard waste and other waste materials delivered to the Central Transfer Station in small self-haul loads (not commercial refuse vehicles). On September 27, 2005, the Board awarded this Agreement to Brown and Caldwell of Maitland, Florida.

Amendments 1-4 were primarily issued for additional design services to modify the waste loadout area enabling the facility to function as a disaster debris management area if needed, to meet more stringent wind load requirements of the Florida Building Code that resulted from hurricanes in 2004 and 2005, and to obtain the requisite Environmental Resources Permit from the St. Johns River Water Management District. The existing scope provides very limited construction services from Brown and Caldwell, essentially limiting the design engineer to function in an advisory role during construction. Amendment #5 will task the Design Engineer with providing Engineer of Record services during construction, while Project Management and day-to-day resident inspection will be performed by County staff in PEI.

The original method of compensation for this Agreement was a Fixed Fee amount. The requested increase is to add a Not-To-Exceed fee in the amount of \$143,198.00 for the services during construction, to be paid on a time and materials basis using the current rates under the Agreement.

The following is a summary of the total compensation for the Agreement:

Original Agreement amount \$150,000.00 Amendments # 1-4 165,848.00 Requested Amendment #5 143,198.00 Revised Agreement Total \$459,046.00

This is a budgeted project, and funds are available in Citizens' Services Area at Transfer

Station (Account 087907.560650, CIP # 00137801).

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #5 to PS-5191-05/TLR with Brown and Caldwell, of Maitland, Florida to add a Not To Exceed fee in the amount of \$143,198.00.

ATTACHMENTS:

1. PS-5191-05_TLR - Amendment #5 (Brown and Caldwell)

Additionally Reviewed By:

County Attorney Review (Ann Colby)

FIFTH AMENDMENT TO CONSULTANT SERVICES AGREEMENT FOR ENGINEERING DESIGN, PERMITTING, AND POST-DESIGN SERVICES FOR CENTRAL TRANSFER STATION CITIZEN AREA (PS-5191-05/TLR)

THIS FIFTH AMENDMENT is made and entered into this day of
, 20 and is to that certain Agreement made and
entered into on November 7, 2005, as amended on May 21, 2007, February
19, 2008, April 25, 2008, and on February 24, 2009, between BROWN AND
CALDWELL, whose address is 850 Trafalgar Court, Suite 300, Maitland,
Florida 32751, hereinafter referred to as "CONSULTANT," and SEMINOLE
COUNTY, a political subdivision of the State of Florida, whose address
is Seminole County Services Building, 1101 East First Street, Sanford,
Florida 32771, hereinafter referred to as "COUNTY".

WITNESSETH:

whereas, the CONSULTANT and COUNTY entered into the above referenced Agreement on November 7, 2005, as amended on May 21, 2007, February 19, 2008, April 25, 2008, and on February 24, 2009, for engineering design, permitting, and post-design services for the Central Transfer Station Citizen Area in Seminole County; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 19 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 1 of the Agreement is amended to read:

Section 1. Services.

- (a) COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".
- (b) In addition to the services described in Exhibit "A", CONSULTANT further agrees to perform the services as described in Attachment "A" attached hereto.
 - 2. Section 3 of the Agreement is amended to read:

Section 3. Compensation and Payment.

- (a) COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of THREE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$315,848.00). CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee stated above. CONSULTANT shall be compensated at the rates shown on Exhibit "B", attached.
- (b) The CONSULTANT shall be entitled to reimbursable expenses in addition to the hourly rates. Reimbursable expenses may include actual expenditures made by CONSULTANT, his employees or his professional associates in the performance of the Scope of Services for the expenses listed in the following paragraphs:
- (1) Travel expenses in connection with the Scope of Services based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Scope of Services. Reimbursement for meals, travel, vehicle mileage, tolls and parking shall not apply to local employees of CONSULTANT.

- (A) Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.
- (B) Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.
- (C) Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.
 - (D) Meals shall not exceed:

Breakfast:

\$6.00 without receipts; or

\$10.00 with receipts.

Lunch:

\$11.00 without receipts; or

\$13.00 with receipts.

Dinner:

\$19.00 without receipts; or

\$27.00 with receipts.

- (E) Reimbursement for airfare shall be based on coach rates.
- (2) Expense of reproductions, postage and handling of drawings and specifications are authorized at actual cost only.
- (3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONSULTANT in the performance of the Scope of Services.
- (c) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the

employee's name, project name, and brief explanation of the expense.

All reimbursable expenses shall be itemized on the invoices.

- (d) All reimbursable expenses must be allowable, allocable to the contract and reasonable, as solely determined by COUNTY.
- (e) Payments shall be made to CONSULTANT when requested as work progresses for service furnished, but nor more than once monthly. CONSULTANT may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.
- (f) COUNTY further agrees to compensate CONSULTANT an amount not to exceed ONE HUNDRED FORTY-THREE THOUSAND ONE HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$143,198.00) for the services described in Attachment "A", attached hereto. Said compensation shall be paid on a time and materials basis, at the rates as shown on Attachment "B", attached hereto.
- 3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

	BROWN AND CALDWELL
Witness Print Name Witness Print Name	By:STUART OPPENHEIM, Vice-President Date:
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.	By:BOB DALLARI, Chairman Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at their, 20 regular meeting.
County Attorney Attachments: Attachment A Attachment B	

AEC/sjs 12/11/09

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ATTACHMENT A

SCOPE OF SERVICES

CENTRAL TRANSFER STATION CITIZEN AREA CONSTRUCTION PHASE SERVICES

This Scope of Services covers professional engineering services to be provided by Brown and Caldwell for the Seminole County Solid Waste Management Division (Division) during construction of the Citizen Area at the Central Transfer Station (CTS).

Introduction

In late 2005, Seminole County retained Brown and Caldwell to complete the design of a Citizen Area at the CTS that had been begun by another firm several years earlier, but was never completed. As a result of the hurricanes that impacted Central Florida in 2004 and 2005, the design criteria for the Citizen Area were modified to provide for debris load-out in the event of another emergency. In addition, 2004 revisions to the Florida Building Code (FBC) required structures such as the CTS to withstand higher wind loadings than required previously. Brown and Caldwell revised the design to meet Seminole County's operational objectives and to comply with current FBC requirements. The result was a project that no longer resembled the original design and, as a result, BC became Engineer of Record for the CTS Citizen Area project. After a lengthy regulatory review process, permitting and design of the CTS Citizen Area was completed in early 2009. Seminole County plans to advertise the project for bid in the next several months.

Brown and Caldwell's current contract for the CTS Citizen Area project (PS-5191-05/TLR) includes only very limited services during construction. Seminole County has requested that Brown and Caldwell perform certain additional services during construction to support County staff and to allow Brown and Caldwell to certify the project as Engineer of Record upon its completion. Accordingly, this Scope of Services addresses the additional services to be provided by Brown and Caldwell to supplement the services already defined in the existing contract. These services will be provided as an amendment to Brown and Caldwell's existing contract.

Work Breakdown Structure

Prior to preparing this Scope of Services, Brown and Caldwell met with Seminole County staff to define the work activities that County staff and Brown and Caldwell staff will perform during construction of the CTS Citizen Area. It was agreed that County staff will perform resident inspection services, and will review and process Contractor pay requests. Brown and Caldwell will respond to Contractor questions, make periodic site visits at a frequency necessary to provide Engineer of Record certification, attend monthly construction meetings and perform required office engineering activities. It was also decided that the Contractor will be responsible for providing third party material testing services (concrete, compacted soil density, etc.) to



document compliance with the specifications for the project. The Scope of Services described herein is not intended to duplicate work already budgeted for under the existing contract, but rather to supplement those services to adequately support County staff and to allow Brown and Caldwell to certify the project as Engineer of Record.

For the purposes of budgeting, we have assumed that the Citizen Area project will be completed over a 14-month schedule, with substantial construction completion being achieved in 10 months and final construction completion being achieved in 12 months. Project certification and close-out activities will be performed during the last 2 months of the project.

The following paragraphs describe the supplemental services to be performed by Brown and Caldwell during construction of the CTS Citizen Area project:

Task 1 - Project Management

Project management includes additional work order administration, preparation of project management and health and safety plans for Brown and Caldwell's supplemental work on the project, monitoring of Brown and Caldwell's manpower and budget resources, and documentation of the labor hours charged and direct expenses incurred so as to comply with Seminole County's current invoicing requirements.

Task 2 - Pre-Construction Meeting

Prepare for and facilitate a pre-construction meeting with Seminole County staff and the selected Contractor. The purpose of the pre-construction meeting will be to review the Contractor's proposed schedule and methods for performing the work and to review with the Contractor the County's operational requirements at the CTS while construction of the Citizen Area is ongoing. Following the meeting, Brown and Caldwell will prepare and distribute meeting minutes to all attendees.

As part of this task, Brown and Caldwell will also review the Contractor's proposed Schedule of Values for the project and make recommendations to Seminole County for any changes, if necessary.

The work associated with this task is not included in the Scope of Services of Brown and Caldwell's current contract.

Task 3 - Monthly Construction Progress Meetings

Prepare for and facilitate monthly construction progress meetings with Seminole County staff and the Contractor. The purpose of these meetings will be to review the status of work in progress and the schedule for future work activity. Any problems or issues related to the Contractor's ability to perform or the County's operational requirements at the CTS will be discussed and resolved. A review of the Contractor's red-line (as-built) drawings will also be made monthly. A total of twelve (12) monthly construction review meetings, all to be located at the CTS, has been assumed for budgeting purposes. BC staff will prepare agendas, chair the meetings and distribute written minutes to meeting attendees.



The current contract includes only 40 hours of professional labor for monthly site visits to view the progress of construction. This equates to less than 4 hours per month. Preparing for and leading the monthly meetings was not anticipated in the current Scope of Services. Accordingly, an additional 128 hours of professional labor have been budgeted under this task (increasing the total to 168 hours) to allow an average of 14 hours per month to be spent on these activities. This will allow the various engineering disciplines to attend the monthly construction progress meetings when it is appropriate for them to do so.

Task 4 - Office Engineering

Office engineering during construction includes (1) coordinating with County staff on responses to Contractor questions regarding the design documents, (2) review of Contractor shop drawing and material submittals, (3) review of Contractor change order requests and preparation of recommendations to the County for approval or denial, and (4) review of material testing documentation. For budgeting purposes, it has been estimated that 260 hours of professional labor will be required for this task.

In the current contract, a budget allocation of 80 hours was assigned to the review of shop drawings and material submittals. Since the original budgeting of the project was performed, the scope of the project has increased dramatically from an estimated construction cost of less than \$1 million to the current estimated construction cost of \$2.5 million. The number of shop drawings and material submittals requiring review is expected to increase dramatically as well. Also, none of the other work activities covered under Task 4 are included in the existing Scope of Services. Therefore, this supplemental Scope of Services includes 180 hours of additional professional labor hours.

Task 5 - On-Site Construction Monitoring and Inspections

As Engineer-of-Record, Brown and Caldwell will make periodic site visits to the CTS to monitor the Contractor's work and to make civil and structural engineering inspections at critical points in the project (e.g. inspect stormwater pond, rebar prior to concrete pours, etc.). These site visits generally will be made on a weekly basis, but will be reduced in frequency during periods of limited Contractor activity. For budgeting purposes, a total of 36 site visits by professional engineers, averaging 4 hours in duration, has been assumed for budgeting purposes.

When requested by the Contractor, Brown and Caldwell will perform an inspection of the project for the purposes of documenting Substantial Completion. The required County form(s) will be completed and a punchlist of work remaining will be provided to the Contractor and to Seminole County.

When requested by the Contractor, Brown and Caldwell will perform a final inspection to document that all of the punchlist items identified during the inspection for Substantial Completion have been completed by the Contractor and that the Contractor's work on the project is complete. County form(s) requiring certification by the Engineer-of-Record will be prepared and submitted to the County for processing. It has been assumed for budgeting purposes that only one final inspection will be required by Brown and Caldwell staff.



The work associated with this task is not included in the Scope of Services of Brown and Caldwell's current contract.

Task 6 - As-Built Drawings

Prepare a final set of as-built drawings based on the red-line drawings developed and maintained by the Contractor. Provide Seminole County with three hard copy bound sets of as-built drawings and one electronic copy of as-built drawings in PDF format. In accordance with Seminole County's contract documents, the Contractor will be responsible for providing signed and sealed copies of the survey information reflected on the as-built drawings.

An allocation of 60 labor hours was assigned to this activity in the current contract. However, only 24 of these hours are for CAD operators to revise drawings. With the increased complexity of the project and the increased scrutiny of the regulatory agencies involved, particularly the St. John's River Water Management District, an additional allocation of labor to this task will be required. An additional 52 hours of professional labor and 48 hours of CAD-related labor have been budgeted for in this supplemental Scope of Services.

Task 7 - Project Close-Out

Assist County staff with preparation of documentation for project close-out. If necessary, also prepare notification letters to FDEP and the Seminole County Building Department certifying construction completion in substantial compliance with the design drawings and technical specifications.

The work associated with this task is not included in the Scope of Services of Brown and Caldwell's current contract.

Supplemental Services

If necessary, Brown and Caldwell may be called upon to provide services not specifically identified in the tasks described above. These may include, but are not necessarily limited to, the following:

- 1. Design revisions resulting from any additional project reviews by the Development Review Division or other County department;
- 2. Resident inspection services, including daily or weekly reports and construction photographs;
- 3. Review of Contractor pay requests;
- Coordination with the County's landscape architect regarding replacement of trees on other County projects and/or development of landscaping plans for the CTS site;
- 5. Material testing services;
- 6. Surveying services;
- 7. Geotechnical engineering and/or subsurface investigation services;
- 8. Negotiation of fees for change order work performed by the Contractor; and
- 9. Attendance and presentations at meetings not identified in Tasks 1-7 above;
- 10. Extension of any of the services identified in Tasks 1-7 above due to the project extending beyond the 12-month construction completion schedule assumed in this proposal.



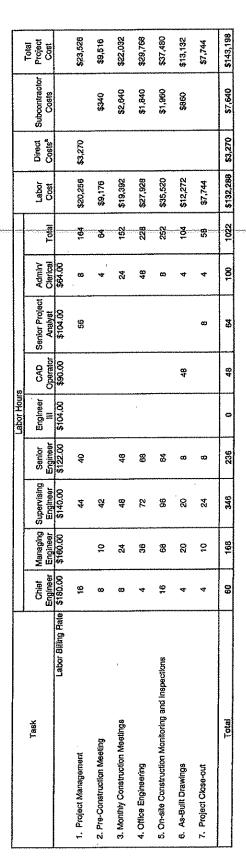
Should Seminole County desire Brown and Caldwell to provide any of these or other supplemental services, Brown and Caldwell will provide the County with a written proposal that includes a detailed scope of work and budget for performing the services requested. No supplemental services will be performed without a written contract amendment executed by both Brown and Caldwell and Seminole County.



ATTACHMENT B

PROJECT BUDGET

CENTRAL TRANSFER STATION CITIZEN AREA CONSTRUCTION PHASE SERVICES





^{1.} Mileage 2180 miles @ \$0.445/mile = \$970.00



SAO Seminole County Ft. 041083\017 SW Transfer Statlon\Work Order Proposats\CTS Clitzen Area CM Services\ATTACHMENT B - Cost Table_rev5.xis

^{2.} Reproduction 2000 pages @ \$0.15/page = \$300.00 200 blue line dwgs. @ \$2.50/dwg. = \$500.00 3. Postage and shipping 50 units @ \$5.00/unit = \$250.00 50 units @ \$55.00/unit = \$1,250.00

^{4.} Total Direct Costs = \$3270.00

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendment #22 to PS-332-96/BJC - Engineering Services Agreement for Lake Emma Road (Longwood Hills Road to Sand Pond Road) with Bowyer Singleton & Associates, Inc.

DEPARTMENT: County Manager Office **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Joe Forte CONTACT: Bob Hunter EXT: 7119

MOTION/RECOMMENDATION:

Approve Amendment #22 to PS-332-96/BJC with Bowyer Singleton & Associates, Inc., of Orlando, Florida, to increase the total Fixed Fee Amount of the Agreement by an additional \$27,869.00.

County-wide Ray Hooper

BACKGROUND:

PS-332-96/BJC provides for preliminary engineering and final roadway design, including landscaping and irrigation plans, design and right-of-way surveys, geotechnical surveys and right-of-way maps with title search, for the construction of approximately 2.1 miles of multi-lane collector highway. On April 9, 1996, the Board awarded this Agreement to Bowyer Singleton & Associates, Inc., of Orlando, Florida.

Amendment #22 will provide additional engineering services and construction coordination for Lake Emma Road (Longwood Hills Road to Sand Pond Road). The additional post design services will include coordination with Progress Energy related to Pond 5, that is located within a Progress Energy easement; redesign and permitting of Pond 5 and related storm sewer system to satisfy Progress Energy requirements; and permit modification for the revisions to Pond 5. The additional services for construction coordination will include shop drawing reviews and construction assistance throughout construction.

The following is a summary of the total compensation for the Agreement. The Original Agreement Amount shown included only the widening of Lake Emma Rd to four (4) lanes from approximately Sand Pond Rd to Greenway Blvd. The Amendments 1-21 include the additional design costs to widen to four lanes all the way to Longwood Hills Rd as well as the costs to relocate the County utilities in this section.

 Original Agreement Amount
 \$574,997.00

 Amendments 1-21
 962,612.88

 Amendment #22
 27,869.00

 Revised Agreement Amount
 \$1,565,478.88

This is a budgeted project, and funds are available in two (2) Public Works account lines for Lake Emma Road/Sand Pond RD-L: Engineering - Roads (Account #077515.560670, CIP

#00054101), and North Collector Projects - Roads (Account #077522.560670, CIP #00054101).

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #22 to PS-332-96/BJC with Bowyer Singleton & Associates, Inc., of Orlando, Florida, to increase the total Fixed Fee Amount of the Agreement by an additional \$27,869.00.

ATTACHMENTS:

1. PS-332-96_BJC - Amendment #22 (Bowyer Singleton)

Additionally Reviewed By:

County Attorney Review (Ann Colby)

TWENTY-SECOND AMENDMENT TO ENGINEERING SERVICES AGREEMENT FOR LAKE EMMA ROAD (LONGWOOD HILLS ROAD TO SAND POND ROAD) (PS-332-96/BJC)

THIS TWENTY-SECOND AMENDMENT is made and entered into this day of 20____, and is to that certain Agreement made and entered into on April 19, 1996, as amended on October 8, 1996, May 27, 1996, December 16, 1997, June 1, 1998, October 14, 1998, April 13, 1999, April 3, 2001, May 31, 2001, May 16, 2002, September 16, 2002, February 27, 2003, August 14, 2003, April 16, 2004, July 27, 2004, December 16, 2005, February 8, 2006, June 7, 2007, July 9, 2007, September 8, 2008, April 8, 2009, and on November 16, 2009, between BOWYER, SINGLETON & ASSOCIATES, INC., whose address is 520 South Magnolia Avenue, Orlando, Florida 32801, hereinafter referred to as "CONSULTANT", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the CONSULTANT and COUNTY entered into the above-referenced Agreement on April 19, 1996, as amended on October 8, 1996, May 27, 1996, December 16, 1997, June 1, 1998, October 14, 1998, April 13, 1999, April 3, 2001, May 31, 2001, May 16, 2002, September 16, 2002, February 27, 2003, August 14, 2003, April 16, 2004, July 27, 2004, December 16, 2005, February 8, 2006, June 7, 2007, July 9, 2007, September 8, 2008, April 8, 2009, and on November 16, 2009, for preliminary engineering services for the COUNTY's Lake Emma Road project in Seminole County; and

WHEREAS, the parties desire to amend the Agreement so as to increase the Scope of Services and the compensation paid to CONSULTANT and enable both parties to continue to enjoy the mutual benefits it

provides; and

WHEREAS, Section 20 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

- 1. Exhibit "A", Scope of Services, is amended by the addition of services as indicated on Exhibit "A", attached hereto.
- 2. The COUNTY agrees to compensate CONSULTANT an additional TWENTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-NINE AND NO/100 (\$27,869.00). The total fixed fee compensation through this Twenty-Second Amendment is the fixed sum of ONE MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-EIGHT AND 88/100 (\$1,565,478.88). In no event shall CONSULTANT be paid more than the fixed fee sum stated above.
- 3. The rate schedule for these serves is included as part of Exhibit A, attached hereto.
- 4. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

(Signature Page Follows)

Tiper americ for one barbooc	e herein expressed.
ATTEST:	BOWER, SINGLETON & ASSOCIATES
	By:
CYNTHIA L. THOMAS Secretary	KEVIN E. KNUDSEN Vice-President
(CORPORATE SEAL)	Date:
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	BOB DALLARI, Chairman
Seminole County, Florida.	Date:
For the use and reliance	As∜authorized for execution
of Seminole County only.	by the Board of County Commissioner at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
Attachment: Exhibit A	

SCOPE OF SERVICES LAKE EMMA ROAD PS-332-96/BJC

Consultant shall perform the following tasks:

Additional Post Design Services

Seminole County has requested that additional Post Design services be provided in order to facilitate construction of Lake Emma Road. The additional services include coordination with Progress Energy related to Pond 5 that is located within a Progress Energy easement. Redesign and permitting of Pond 5 and related storm sewer system is required to satisfy Progress Energy requirements. A permit modification for the revisions to Pond 5 will also be required. Additional services will also be required for construction coordination, shop drawing reviews and construction assistance throughout construction.

SUMMARY FEE SHEET

SEMINOLE COUNTY

Lake Emma Road - Additional Post Design Services

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Manhour Estimate and Price Proposal - Lake Emma Road Post Design Services

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			248

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Proprietary Source Procurement for the Maintenance and Repairs of Solid Waste Scales

DEPARTMENT: County Manager Office **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: <u>Joe Forte</u> CONTACT: <u>Betsy Cohen</u> EXT: <u>7112</u>

MOTION/RECOMMENDATION:

Approve Proprietary Source Procurement for the Maintenance and Repairs of Solid Waste Scales with Sanford Scale Company, Inc., Sanford (Not-to-Exceed \$105,000.00 for three (3) years term).

County-wide Ray Hooper

BACKGROUND:

Sanford Scale Company, Inc., will provide maintenance, repairs and miscellaneous components related to the scales for the Solid Waste Management Division. This request is based on a requirement from the Florida Department of Agriculture and Consumer Services, Division of Standards, Bureau of Weights & Measures. The County requires original manufacture parts and components on scales to be compliant with state certification. Operational requirements require same day response for the maintenance of the scales. Due to an average of five hundred (500) transactions per day, a delay in maintenance would dramatically affect the Division operational capabilities. Currently, there are two (2) scale maintenance companies within the geographical area. Both companies are able to provide original manufacturer parts. Sanford Scale Company, Inc., will provide/warranty same day service, whereas Florida Industrial requires two to three days for maintenance scheduling. The estimated usage for the required services is \$35,000.00 per year or not-to-exceed \$105,000.00 for three (3) years term.

Authorization for services by the Contractor under this agreement shall be in the form of written Purchase Orders issued and executed by the County on an as needed basis.

STAFF RECOMMENDATION:

Staff recommends that the Board to approve Proprietary Source Procurement for the Maintenance and Repairs of Solid Waste Scales with Sanford Scale Company, Inc., Sanford (Not-to-Exceed \$105,000.00 for three (3) years term).

ATTACHMENTS:

- 1. Sole Source Form
- 2. Fee Structure

Additionally Reviewed By:

County Attorney Review (Ann Colby)

SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION

☐SINGLE SOURCE		OURCE		TARY S	OURCE	2009		
Date Requested: 10/05/09	JDE N	o.: <u>207766</u>			770	\$ 3 5000		
Requestor: Lisa Dunning Telephone	/Ext.: <u>2254</u>	Department/Division	on: <u>Environme</u>	<u>ntal Sen</u>	<u>/ices/Solid</u>	d Waste		
Description of Products/Services: Ma	<u>iintenance / Re</u>	epair of CTS and L	F Scales					
Make: Fairbanks Scales Manufacture	er: <u>Fairbanks S</u>	cales – Vehicle Sc	<u>ale</u> Model#: <u>I</u> l	ND R 25	00 F1 / 90	<u>-9021</u>		
Support justification (Please attach addit two requirements. Florida Department of Measures requires original manufacture requirements require same day response a delay in maintenance would dramatica spend up to \$35,000 per year. Work auth Division. Attachment: The 2009 Florida	Agriculture and parts and compose for maintenand ally affect our openorization will be	Consumer Services onents on scales to roce. Due to an average rational capabilities. through an individual	s, Division of Sta maintain state co le of five hundre . This request is al purchase orde	ndards, E ertificatior d (500) tr a three y er issued	Bureau of V n. Operatio ansactions ear author	Veights & nal per day, ization to		
Proposed Vendor: Sanford Scale Co	mpany, Inc.	Phone# <u>407-322-</u>	1388 / Fax 407	<u>'-322-30</u>	<u>18</u>			
Other Companies contacted: (Attach documentation of each firm contacted) <u>Compliance:</u>								
Does the requirement comply with the de	efinition of sole/p	proprietary source as	described in Se	ection 220	0.4? ⊠Y€	es		
Is this commodity or service of a "unique If you answer "YES", please explain in details Currently, there are only two scale maintenar manufacture parts. Sanford Scales will provice for maintenance scheduling.	s. nce companies wil	hin the geographically	area. Both compa	anies are a		de original		
Necessary: Is this commodity or service	necessary to a	ccomplish the County	y's task or missi	on? ⊠Y	′es [] No		
<u>Unique</u> : Is this commodity or service, or	some necessar	y features, unique to	this source?	⊠Y	′es [] No		
Compliance with Bid Tampering (F		A A	/ signatures b		. (
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Purchasing and Contracts Division Determination:								
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Description Posted (at least 7 busine Determination Posted (at least 3 bus BCC Date, if applicable:		From	to to					
Comments:	BC	2-1/12/09						
Purchase Order No.: SS-600804	-09/BJC	Amount of Purcha	se: \$			***************************************		



Florida Department of Agriculture

and Consumer Services

Division of Standards, Bureau of Weights & Measures 3125 Conner Blvd., MS L-2, Tallahassee, FL 32399-1650 Phone:(850)488-9140

inspections Conducted Under Authority of Chapter 531.36 - 531.53. Florida Statutes

Device Inspection Summary Report

Insp Date: 7/27/2009

Business ID: 019646

Inspection: AZ004199

Business: SEMINOLE COUNTY TRANSFER STATION

Store #:

1950 HWY 419

Phone: 407 665 2252

SANFORD, FL 32750

Inspector: 048 JIM HINDALL

Reason: Routine Inspection

Make: FAIRBANKS SCALES

Days To Repair:

Days To Repair:

Results: Approved

Model: IND R 2500 F1 Serial: 061650020051

Type: Vehicle Scale

Seal:

SubType: Electro-mechanical Insp Type: Maintenance

Make: FAIRBANKS SCALES Model: IND R 2500 F1

Type: Vehicle Scale

Seal:

Results: Approved

Serial: 041630050106

SubType: Electro-mechanical Insp Type: Maintenance

Make: FAIRBANKS SCALES

Model: IND-HR2500-F1

Days To Repair:

Results: Approved

Serial: 053460040015

Type: Vehicle Scale SubType: Electronic

Seal:

Insp Type: Maintenance

Billing Address: SEMINOLE COUNTY TRANSFER

1950 STATE ROAD 419

LONGWOOD, FL 32750

Notes:

his page will not be included. When sent.

Official

YELLOWPAGES.COM

Standard | Distance | Phone Number

Home > Sanford > Category Search - Scales Repair > More Info - Sanford Scale Co Inc

E-mail this page

Sanford Scale Co Inc

207 Cypress Ave Sanford , FL 32771 <u>Map</u> (407) 322-3011 Based on 1 review.
Rate it Read
Reviews
Improve this listing

Send to Mobile | Map It | E-mail It | Get Directions | Search Nearby | Save This Listing | Save a Note

GENERAL INFORMATION:

REPAIR & RET SCALES

ADDITIONAL PHONE NUMBERS

Extra Fax
(407) 322-3018

IN BUSINESS SINCE

1948

at&t

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E-mail this page

Florida Industrial Scale Co

728 Industry Rd Longwood , FL 32750 <u>Map</u> (407) 331-7972 <u>Call</u> Be the first to review! Rate it | Read Reviews

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GENERAL INFORMATION:

MFG REPRESENTATIVE WHOL SCALES & SERVICES INDUSTRIAL SCALES

ADDITIONAL PHONE NUMBERS Extra Toll Free (800) 330-7972

WEB LINKS

www.floridascale.com

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The 2009 Florida Statutes

Title XXXIII

Chapter 531

View Entire Chapter

REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND SOLICITATIONS WEIGHTS, MEASURES, AND STANDARDS

531.36 Title.--This act may be cited as the "Weights and Measures Act of 1971."

History.--s. 1, ch. 72-101.

Go

The 2009 Florida Statutes

Title XXXIII REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND SOLICITATIONS

Chapter 531 WEIGHTS, MEASURES, AND STANDARDS

View Entire Chapter

531.37 Definitions. -- As used in this chapter:

- (1) "Weights and measures" means all weights and measures of every kind, instruments, and devices for weighing and measuring, and any appliance and accessories associated with any or all such instruments and devices.
- (2) "Weight" in connection with any commodity means net weight.
- (3) "Correct" in connection with weights and measures means conformance to all applicable requirements of this chapter.
- (4) "Primary standards" means the physical standards of the state which serve as the legal reference from which all other standards, weights, and measures are derived.
- (5) "Secondary standards" means the physical standards which are traceable to the primary standards through comparisons, using acceptable laboratory procedures.
- (6) "Department" means the Department of Agriculture and Consumer Services.
- (7) "Person" includes both plural and singular, as the case demands, and includes individuals, partnerships, corporations, companies, societies, and associations.
- (8) "Sale from bulk" means the sale of commodities when the quantity is determined at the time of sale.
- (9) "Package" means any container or wrapping in which any commodity is enclosed for use in the delivery or display of that commodity to purchasers.

History.--s. 1, ch. 72-101.



The 2009 Florida Statutes

Title XXXIII

REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND SOLICITATIONS

Chapter 531 WEIGHTS, MEASURES, View Entire Chapter

AND STANDARDS

531.38 Systems of weights and measures.--The system of weights and measures in customary use in the United States and the metric system of weights and measures are jointly recognized, and either one or both of these systems shall be used for all commercial purposes in this state. The definitions of basic units of weight and measure, the tables of weight and measure, and weight and measure equivalents as published by the National Institute of Standards and Technology are recognized and shall govern weighing and measuring equipment and transactions in the state.

History.--s. 1, ch. 72-101; s. 6, ch. 90-320.



The 2009 Florida Statutes

Title XXXIII

Chapter 531

View Entire Chapter

REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND SOLICITATIONS

WEIGHTS, MEASURES, AND STANDARDS

531.39 State standards.--Weights and measures that are traceable to the United States prototype standards supplied by the Federal Government, or approved as being satisfactory by the National

Institute of Standards and Technology, shall be the state primary standards of weights and measures, and shall be maintained in such calibration as prescribed by the National Institute of Standards and Technology. In addition, there shall be provided by the state such secondary standards as may be necessary to carry out the provisions of this chapter. The secondary standards shall be verified upon their initial receipt and as often thereafter as deemed necessary by the department.

History.--s. 1, ch. 72-101; s. 7, ch. 90-320; s. 11, ch. 2005-210.



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531.40 Technical requirements for commercial devices. -- The specifications, tolerances, and other technical requirements for commercial weighing and measuring devices, as determined by regulations adopted by the department, which regulations shall afford the greatest degree of protection to the public, shall conform to those adopted by the National Institute of Standards and Technology to the extent possible. The department, notwithstanding the provisions of chapter 120, shall have the power to adopt by reference in a regulation or regulations adopted by it the specifications, tolerances, and technical requirements approved by the National Conference on Weights and Measures and published in Handbook 44 of the National Institute of Standards and Technology. The department may, from time to time, adopt such regulations as may be necessary to conform the state standards to those of the National Institute of Standards and Technology, which may be adopted by reference to supplements to, or revisions of, the National Institute of Standards and Technology, Handbook 44.

History.--s. 1, ch. 72-101; s. 8, ch. 90-320.



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531.41 Powers and duties of the department.-- The department shall:

- (1) Maintain traceability of the state standards to the National Institute of Standards and Technology.
- (2) Enforce the provisions of this chapter.
- (3) Adopt rules pursuant to ss. 120.536(1) and 120.54 to implement the provisions of this chapter.
- (4) Establish, by rule, standards of weight, measure, or count and reasonable standards of fill for any commodity in package form, as necessary.
- (5) Make, by rule, any exemptions from the provisions of this chapter when appropriate to the maintenance of good commercial practices within this state.
- (6) Conduct investigations necessary to ensure compliance with this chapter.
- (7) Delegate to appropriate personnel all duties and responsibilities necessary for the proper administration of this chapter.
- (8) Test annually the standards of weight and measure used by any city or county and approve the same when found to be correct and reject same when found to be incorrect.
- (9) Have the authority to inspect and test all weights and measures kept or offered or exposed for sale.
- (10) Inspect and test, to ascertain if they are correct, all weights and measures commercially
- (a) In determining the weight, measure, or count of commodities or things sold or offered or exposed for sale, on the basis of weight, measure, or count; or
- (b) In computing the basic charge or payment for services rendered on the basis of weight, measure or count.

In compliance with rules of the department, tests may be made on representative samples of such devices, and the lots of which samples are representative shall be held to be correct or incorrect on the basis of the results of the inspection and tests of such samples.

- (11) Test all weights and measures used in checking the receipt or disbursement of supplies in every institution for the maintenance of which funds are appropriated by the Legislature of this state.
- (12) Approve for use, and mark, the weights and measures it finds to be correct, and reject and order to be corrected the weights and measures it finds to be incorrect. Weights and measures that have been rejected may be seized if not corrected within the timeframe as determined by

departmental rule, or if used or disposed of in a manner not specifically authorized by the department. The department shall condemn, and may seize, weights and measures found to be incorrect that are not capable of being made correct.

- (13) Weigh, measure, or inspect packaged commodities kept or offered or exposed for sale, sold, or in the process of delivery, to determine whether they contain the amounts represented and whether they are kept or offered or exposed for sale in accordance with this chapter or the rules adopted pursuant thereto. In carrying out the provisions of this subsection, the department may employ recognized sampling procedures that are designated in the National Institute of Standards and Technology Handbook 133, "Checking the Net Contents of Packaged Goods."
- (14) Prescribe, by rule, the appropriate term or unit of weight or measure to be used, whenever it determines in the case of a specific commodity that an existing practice of declaring net quantity of contents by weight, measure, numerical count, or combination thereof does not facilitate value comparisons by consumers or offers an opportunity for consumer confusion.
- (15) Inspect and test every grain moisture measuring device used to determine the moisture of corn, soybeans, and grains offered for sale, sold, purchased, or in the process of being purchased. The department shall also have authority to establish tolerances and specifications for the accuracy and condition of these devices.
- (16) Provide by rule for the voluntary registration with the department of private weighing and measuring device service agencies or personnel. Such rule shall grant private agencies and personnel that meet all registration requirements and maintain current registered status with the department the authority to place devices that meet all state requirements into commercial service until such time as the devices can be inspected and tested as provided for in subsection (10), provided such devices are reported to the department as prescribed by the rule.

The provisions of this chapter and rules adopted thereunder notwithstanding, scales routinely used by providers of weight control services shall not be considered commercial weights and measures when used to determine human weight or to compute charges or payments for services rendered by such providers on the basis of said weight, measure, or count.

History.--s. 1, ch. 72-101; s. 1, ch. 77-217; s. 9, ch. 90-320; s. 3, ch. 91-275; s. 10, ch. 91-294; s. 81, ch. 92-291; s. 182, ch. 98-200; s. 22, ch. 2000-308.



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531.415 Fees.--

- (1) The department shall charge and collect the following fees for actual metrology laboratory calibration and testing services rendered:
- (a) For each mass standard that is tested or certified to meet tolerances less stringent than American National Standards Institute/American Society for Testing and Materials (ANSI/ASTM) Standard E617 Class 4, the department shall charge a fee of not more than:

Weight

	Fee/Unit
0 - 2 lb.	
	\$6
3 - 10 lb.	
	\$8
11 - 50 lb.	
	\$12
51 - 500 lb.	
	\$20
501 - 1000 lb.	
	\$30
1001 - 2500 lb.	
	\$40
2501 - 5000 lb.	
	\$50

(b) For each mass standard that is tested or certified to meet ANSI/ASTM Standard Class 4 or National Institute of Standards and Technology Class P tolerances, the department shall charge a fee of not more than:

Weight	Fee/Unit
0 - 10 lb.	ėzo.
11 - 50 lb.	\$20
51 - 500 lb.	\$30
501 - 1000 lb.	\$40
4004 2500 lb	\$50
1001 - 2500 lb.	\$60
2501 - 5000 lb.	\$75
(c) For each mass standard that is calibrated to determine actual mass or the department shall charge a fee of not more than:	apparent mass values,
Weight	Fee/Unit
0 - 20 lb.	\$40
21 - 50 lb.	\$50
51 - 1000 lb.	,30
1001 - 2500 lb.	\$70
2501 - 5000 lb.	\$150

\$250

(d) For each volumetric flask, graduate, or test measure, the department shall charge a fee of not more than:

Vessel

Fee/Test Point

0 - 5 gal.

\$35

Over 5 gal.

Plus \$0.75 for each additional gallon

- (e) For each linear measure that is tested or certified, the department shall charge a fee of not more than \$75.
- (f) For each linear measure that is calibrated to determine actual values, the department shall charge a fee of not more than \$100.
- (g) For each liquid-in-glass or electronic thermometer that is tested or certified, the department shall charge a fee of not more than \$50.
- (h) For each liquid-in-glass or electronic thermometer that is calibrated to determine actual values, the department shall charge a fee of not more than \$100.
- (i) For each special test or special preparation, the department shall charge a fee of not more than \$50 per hour.
- (2) Each fee is payable to the department at the time the testing is done, regardless of whether the item tested is certified. The department may refuse to accept for testing any item deemed by the department to be unsuitable for its intended use. The department shall deposit all fees collected under this section into the General Inspection Trust Fund.
- (3) The department shall notify the Legislature when the fees provided in this section are no longer sufficient to cover the direct and indirect costs of tests and calibrations described in this section.
- (4) Any petroleum product taxed under s. 525.09 and any petroleum equipment owned by a person licensed pursuant to chapter 206 is exempt from the fees established in this section.

History.--s. 5, ch. 93-142.



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531.42 Special police powers.--With respect to the enforcement of this chapter and rules pursuant thereto, the department is:

- (1) Empowered to seize, for use as evidence, without formal warrant, any incorrect or unapproved weight, measure, package, or commodity found to be used, retained, offered, or exposed for sale, or sold in violation of the provisions of this chapter or rules adopted pursuant thereto.
- (2) Authorized to enter any commercial premises during normal business hours for the purpose of performing its duties.
- (a) In the event that such premises, or part thereof, are not open to the public, the representative of the department shall first present his or her credentials before seeking entry thereto.
- (b) Any person refusing authorized entry is in violation of this chapter and shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.083. Such fine shall not be construed to be an elected alternative negating the authority to enter the establishment.
- (c) In the event that such entry is denied, the representative of the department may apply for a search warrant from any person authorized to issue the same.
- (3) On probable cause of violation of this chapter, empowered to stop any commercial vehicle, and the representative of the department may, after presentment of his or her credentials, inspect the contents, require that the person in charge of that vehicle produce any documents in that person's possession concerning the contents, and require him or her to proceed with the vehicle to some specified place for inspection. Any person refusing such inspection or failing to comply with any proper instructions is in violation of this chapter and shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.083. Such fine shall not be construed to be an elected alternative negating the authority to stop the vehicle, inspect the contents, or order that it be taken to a specified place.
- (4) Empowered to issue stop-use, hold, and removal orders with respect to any weights and measures commercially used, and stop-sale, hold, and removal orders with respect to any packaged commodities or bulk commodities kept or offered or exposed for sale.

History.--ss. 1, 1A, ch. 72-101; s. 729, ch. 97-103.



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531.421 Powers and duties of local officials.-- Any weights and measures official appointed for a county or city may exercise, in cooperation with the state, the duties enumerated in s. 531.41(9)-(13) and the powers enumerated in s. 531.42. These powers and duties shall extend to their respective jurisdictions, except that the jurisdiction of a county official shall not extend to any city for which a weights and measures official has been appointed.

History.--s. 1, ch. 72-101.



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WEIGHTS, MEASURES, AND STANDARDS

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531.43 Misrepresentation of quantity.--No person shall sell or offer or expose for sale less than the quantity he or she represents, nor take any more than the quantity he or she represents, when, as buyer, the person furnishes the weight or measure by means of which the quantity is determined.

History.--s. 1, ch. 72-101; s. 730, ch. 97-103.

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531.44 Misrepresentation of pricing; verification procedures.--

- (1) No person shall misrepresent the price of any commodity or service sold or offered, exposed, or advertised for sale by weight, measure, or count, nor represent the price in any manner calculated or tending to mislead or in any way deceive a person. Whenever an advertised, posted, or labeled price per unit of weight, measure, or count includes a fraction of a cent, all elements of a fraction shall be prominently displayed, and the numeral or numerals expressing the fraction shall be immediately adjacent to, of the same general design and style as, and at least one-half the height and width of, the numerals representing the whole cent.
- (2) The department may adopt, by rule, sampling procedures for determining acceptable pricing practices. Sampling procedures for determining acceptable pricing practices may include, but are not limited to, those procedures adopted by the National Conference on Weights and Measures.

History.--s. 1, ch. 72-101; s. 27, ch. 97-220.



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531.45 Method of sale.--Except as otherwise provided by rule of the department, commodities in liquid form shall be sold by liquid measure or by weight, and commodities not in liquid form shall be sold only by weight, by area or volume measure, or by count, so long as the method of sale provides accurate quantity information.

History.--s. 1, ch. 72-101.

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531.46 Bulk sale.--Bulk sales in excess of \$20 shall be accompanied by a delivery ticket containing the following information:

- (1) The name and address of the vendor and purchaser;
- (2) The date delivered;
- (3) The net quantity delivered and the net quantity upon which the price is based, if this differs from the delivered quantity;
- (4) The identity of commodity in the most descriptive terms commercially practicable including any quality representation made in connection with the sale; and
- (5) The count of individually wrapped packages, if there are more than one of such packages.

History.--s. 1, ch. 72-101.

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531.47 Information required on packages.--Except as otherwise provided in this chapter or by rules adopted pursuant thereto, any package kept for the purpose of sale or offered or exposed for sale shall bear on the outside of the package a definite, plain, and conspicuous declaration of:

- (1) The identity of the commodity in the package, unless the same can easily be identified through the wrapper or container.
- (2) The net quantity of contents in terms of weight, measure, or count.
- (3) The name and place of business of the manufacturer, packer, or distributor, in the case of any package kept or offered or exposed for sale or sold in any place other than on the premises where packed.

History.--s. 1, ch. 72-101; s. 12, ch. 2005-210.

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531.48 Declarations of unit price on random packages.--In addition to the declarations required by s. <u>531.47</u>, any package being one of a lot containing random weights of the same commodity and bearing the total selling price of the package shall bear on the outside of the package a plain and conspicuous declaration of the price per single unit of weight.

History.--s. 1, ch. 72-101.



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531.49 Advertising packages for sale.--Whenever a packaged commodity is advertised in any manner with the retail price stated, there shall be closely and conspicuously associated with the retail price a declaration of quantity as is required by law or rule to appear on the package.

History.--s. 1, ch. 72-101; s. 13, ch. 2005-210.

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531.50 Administrative fine, penalties, and offenses.--

- (1) The department may enter an order imposing one or more of the following penalties against any person who violates any provision of this chapter or rule adopted under this chapter or impedes, obstructs, or hinders the department in the performance of its duties in connection with the provisions of this chapter:
- (a) Issuance of a warning letter or notice.
- (b) Imposition of an administrative fine of:
- 1. Up to \$1,000 for a first violation;
- 2. Up to \$2,500 for a second violation within 2 years after the first violation; or
- 3. Up to \$5,000 for a third violation within 2 years after the first violation.

When imposing any fine under this section, the department shall consider the degree and extent of potential harm caused by the violation, the amount of money by which the violator benefited from noncompliance, whether the violation was committed willfully, and the compliance record of the violator. All fines, monetary penalties, and costs received by the department shall be deposited in the General Inspection Trust Fund for the purpose of administering the provisions of this chapter.

- (2) Any person who willfully and knowingly violates any provision of this chapter or rule adopted by the department pursuant to this chapter commits a misdemeanor of the second degree, punishable as provided in s. <u>775.082</u> or s. <u>775.083</u>. Upon a subsequent conviction, a person commits a misdemeanor of the first degree, punishable as provided in s. <u>775.082</u> or s. <u>775.083</u>.
- (3) No person shall:
- (a) Use, or have in possession for use, in commerce any weight or measure not approved or corrected as provided in s. <u>531.41</u>(12).
- (b) Use or dispose of any rejected or condemned weight or measure without specific authorization from the rejecting authority.
- (c) Remove any mark of rejection from a rejected weight or measure without specific authorization from the rejecting authority.

History.--ss. 1, 1A, ch. 72-101; s. 731, ch. 97-103; s. 28, ch. 97-220.



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531.51 Injunction.--The department is authorized, without bond, to apply to any court of competent jurisdiction for a temporary or permanent injunction restraining any person from violating any provision of this chapter.

History.--s. 1, ch. 72-101.



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531.52 Presumptive evidence.--Whenever there shall exist a weight or measure or weighing or measuring device in or about any place in which or from which buying or selling is commonly carried on, there shall be a rebuttable presumption that such weight or measure or weighing or measuring device is regularly used for the business purposes of that place.

History.--s. 1, ch. 72-101.



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531.53 Regulations to be unaffected by repeal of prior enabling statute.--The enactment of this chapter or any of its provisions shall not affect any rule adopted pursuant to the authority of any earlier enabling statute unless inconsistent with this chapter or modified or revoked by rule of the department.

History.--s. 1, ch. 72-101.

SANFORD SCALE COMPANY, INC.

P.O. Box 1388 • Sanford, Florida 32772-1388 Phone (407) 322-3011 • FAX (407) 322-3018

SALES
SPECIAL SCALES
MOTOR TRUCK SCALES
ELECTRONIC EQUIPMENT

12/17/2009 13:42

REPAIRS SERVICE ENGINEERING

ATTN: Betsy Seminole County Landfill (407)665-7112 (tel) (407)665-7956 (fax) December 17, 2009

SUBJECT: Proposal for Service Agreement

Attached you will find a Service Agreement to service four times per year on approximate ninety day intervals two scales at \$415.00 plus Florida State Sales Tax each inspection.

REGULAR SERVICE INSPECTION includes the following:

- 1. Inspect and test each scale for accuracy.
- 2. Make manufacturer's recommended field adjustments.
- 3. Check all moving parts that affect accuracy.
- 4. Furnish sufficient certified test weights to conduct a proper test, including transportation of weights.
- 5. Furnish the oustomer with a written Certificate of Inspection, upon request.
- 6. Service by factory trained technicians.
- 7. All truck and travel charges.
- Maintenance will be performed during Sanford Scale Co., Inc. normal working hours request quote for all other times.

Special service calls will be based on time and mileage. The rates are \$75.00/hr/man for normal working hours -usually requiring two men. Mileage charges are \$2.00/mile to and from Sanford.

Following you will find our Service Agreement. Please sign it if the above meets with your approval and fax it back to us at 407-322-3018. If you would like to request specific dates for your service inspections or have any questions regarding the above in formation, please feel free to call.

Sincerely yours,

Ashley Stewart Secretary/Treasurer

SALES AND SERVICE SINCE 1948
ALL SCALES AND CAPACITIES

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Annual Choose Life Specialty License Plate Affidavit

DEPARTMENT: Community Services

DIVISION: Administration - Community

Services

AUTHORIZED BY: Michele Saunders CONTACT: Pamela Martin EXT: 2302

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Annual Choose Life Specialty License Plate Affidavit to the Florida Department of Highway Safety and Motor Vehicles.

County-wide Michele Saunders

BACKGROUND:

The "Choose Life" tag funds are distributed annually to each county based on sales and renewals in that county by the Florida Department of Highway Safety and Motor Vehicles. Seminole County has contracted with a local agency, Adoption by Shepherd Care, Inc. to provide services as stipulated in the Florida Statutes Sections 320.08058 and 320.08062. The attached annual "AFFIDAVIT" and Certification Letter are required by the Department. The agency files have been audited by staff for compliance with regulations.

During the period October 1, 2008 through September 30, 2009, the agency provided the services as indicated on the "AFFIDAVIT" to seven (7) birth mothers. During this period two (2) of the children were actually placed in adoptive families.

STAFF RECOMMENDATION:

Staff recommends to approve and authorize the Chairman to execute the Annual Choose Life Specialty License Plate Affidavit to the Florida Department of Highway Safety and Motor Vehicles.

ATTACHMENTS:

- 1. Renewal #2 RFP 1327-06
- 2. Affidavit Of Compliance
- 3. Certification letter
- 4. Florida Statutes

Additionally Reviewed By:

- Budget Review (Betty Segal, Lin Polk, Lisa Spriggs)
- County Attorney Review (Susan Dietrich)



Department of Administrative Services – Purchasing and Contracts Division

DATE:

August 11, 2009

TO:

Adoption by Shepherd Care

Attn: Joseph D. Sica, Exec Dir

251 Maitland Ave. #304

Altamonte Springs, FL 32701

FROM:

Robert T. Bradley, Procurement Analyst

SUBJECT: Renewal #2 - RFP-1327-06 - Choose Life License Plates

It is the County's intention to exercise the renewal option of the above mentioned Contract. By signing below you agree to the extension of the current terms of the Contract through 9/30/2010

Please provide this office with a current certificate of insurance with the above contract number referenced on the certificate as required in the original contract agreement.

Return this signed letter and your current insurance certificate to this office within Ten (10) days. FAILURE TO RESPOND IN A TIMELY MANNER MAY RESULT IN THE EXPIRATION OF YOUR CONTRACT.

Please provide an email address for future correspondence: adopt Oadoptionshepherbone. com

If you have any questions please call me at 407-665-7113.

Sincerely,

Robert T. Bradley, Procurement Analyst

GAIL HUGGIN-(Printed Name)

E. X E C UTIVE

1101 EAST FIRST STREET SANFORD FL 32771-1468 TELEPHONE (407) 665-7116 FAX (407) 665-7956 http://seminolecountyfl.gov/purchasing

ANNUAL CHOOSE LIFE SPECIALTY LICENSE PLATE AFFIDAVIT TO DHSMV BY COUNTY

County: Seminole

Fiscal Year Ending: September 30,2009

21,661.96

County Prior Year Ending Balance \$ 21,661.96

Annual Plate Fees Received from State \$ 20,869.32

Interest Earned on Fees \$ 285.32

Total Available for Distribution by the County \$ 42,816.60

Annual Plate Fees Distributed to Agencies \$ 21,661.96

Interest Earned by Agencies on Fees \$ -

Annual Plate Fee Expenditures By Agencies

Total Available for Agency Expenditure

<u>Primary</u>	Women	<u>Infants</u>	Total
Clothing	\$136.54		\$136.54
Housing	\$9,867.93		\$9,867.93
Medical Care			
Food	\$878.92		\$878.92
Utilities	\$821.27		\$821.27
Transportation	\$431.48		\$431.48
Other Material Needed			
Total Primary Expenses:		\$12,136.14	

Secondary:	Women	<u>Infant</u>	Total
Counseling	\$2,687.50		\$2,687.50
Training			
Advertising			\$950.30
Adoption			
Total Se	econdary Exp	enditures:	\$3,637.80

Total Primary and Secondary Expenditures	<u>\$ 15,773.94</u>	
Primary Expenses as a % of total Expenditures	76.9%	
Secondary expenses as a % of total Expenditures	23.1%	
Percentage of Distributed Fees Utilized-	72.8%	
Amount Returned by Agency (if any) to County	<u>\$ 5,888.02</u>	
Amount Retained by Agency (if any)	\$ 0.00	
County Fiscal Year Ending Balance	<u>\$ 27,042.66</u>	
We certify that all recipient agencies and the County have complied with Florida Statutes, 320.08056 and 320.08058.(29)		

Chair, Board of County Commissioners

October 12, 2009

Corporate Office: 5935 Taft St. Hollywood, FL. 33021 Phone: 954-981-2060 Fax: 954-981-2117 adopt@adoptionshepherdcare.com

Manager Community Assistance Division Attn: Michele Saunders 534 W. Lake Mary Blvd. Sanford, FL 32773

Dear Ms. Saunders,

This is to certify that Adoption By Shepherd Care, Inc. (ASC), has met all of the minimum requirements necessary to receive the benefits from the Choose Life License Plates. ASC is in compliance with Florida Statutes Chapter 320.08058 and 320.08062.

ASC is a non-governmental, not-for-profit organization within Seminole County. ASC certifies that the services provided to birthmothers are limited to counseling and meeting the physical needs of pregnant women who have committed to placing a child for adoption.

ASC certifies that at least 70% of the funds received have been used for direct material needs of clients including clothing, housing, medical care, food, utilities and transportation. ASC certifies that not more that the remaining 30% will be used for adoption, counseling, training and advertising. ASC certifies that the funds have not been used for administrative expenses, legal expenses or capital expenditures. ASC certifies that we do not provide abortion counseling or referrals to abortion clinics. ASC certifies that we do not provide pro-abortion advertising. ASC certifies that we do not charge clients for services. ASC has submitted an annual audit to Seminole County which cost may be allowable for grant funds. ASC certifies that interest earned on funds will be reported and utilized within the program and any unused funds will be returned to Seminole County. ASC certifies that the funds received will be utilized for clients being served through our Seminole County office.

Sica MD

Central Florida:

2911 Lakeview Dr. Fern Park, FL 32730 Phone: 407-265-9599 Fax: 407-265-9549 orlando@adoplionshepherdcare.cor

Palm Beach:

3405 Forest Hill Blvd. #104 West Palm Beach, FL 33406 Phone: 561-588-3649

adopt@adoptionshepherdcare.com

Florida West Coast:

St. Petersburg, FL Phone: 941-627-5929

adopt@adoptionshepherdcare.com

- Hague Accredited
- COA Accredited
- BBB Member
- FAC Member
- NCFA Member
- JCICS Member
- 501(C)(3) non-profit agency

Sulfmitted By:

oseph D. Sica, MS Executive Director

ਓਗਾ ਜਪਉਉਸਡਿ // Executive Assistant

B. County Medical Services (Statutory and Contractual Obligations) Choose Life Tag Contract Guidelines

Under provisions of F.S. 320.08058 and 320.08062 funds are made available to Seminole county from proceeds of the sale of "Choose Life" license plates within Seminole County. These funds are contracted to local agencies that meet the following guidelines:

"Non-governmental, not-for-profit agencies within Seminole County, which agencies' services are limited to counseling and meeting the need of pregnant women who have committed to placing their children for adoption. Funds may not be distributed to any agency that is involved or associated with abortion activities, including counseling for or referral to abortion clinics, providing medical abortion related procedures, or pro-abortion advertising, and funds may not be distributed to any agency that charges for services received."

The Department of Motor Vehicles notifies the county of the amount of revenue to be returned to Seminole County Government based on \$20 per tag sold/renewed. These funds are currently contracted to *Adoptions By Shepherds Care* to provide housing assistance, clothes, counseling, food, and medical services for the clients. Bills are received from the agency with itemization of services provided and reimbursement is forwarded.

320.08058 Specialty license plates .--

- 29) CHOOSE LIFE LICENSE PLATES .--
- (a) The department shall develop a Choose Life license plate as provided in this section. The word "Florida" must appear at the bottom of the plate, and the words "Choose Life" must appear at the top of the plate.
- (b) The annual use fees shall be distributed annually to each county in the ratio that the annual use fees collected by each county bears to the total fees collected for the plates within the state. Each county shall distribute the funds to nongovernmental, not-for-profit agencies within the county, which agencies' services are limited to counseling and meeting the physical needs of pregnant women who are committed to placing their children for adoption. Funds may not be distributed to any agency that is involved or associated with abortion activities, including counseling for or referrals to abortion clinics, providing medical abortion-related procedures, or proabortion advertising, and funds may not be distributed to any agency that charges women for services received.
- 1. Agencies that receive the funds must use at least 70 percent of the funds to provide for the material needs of pregnant women who are committed to placing their children for adoption, including clothing, housing, medical care, food, utilities, and transportation. Such funds may also be expended on infants awaiting placement with adoptive parents.
- 2. The remaining funds may be used for adoption, counseling, training, or advertising, but may not be used for administrative expenses, legal expenses, or capital expenditures.
- 3. Each agency that receives such funds must submit an annual attestation to the county. Any unused funds that exceed 10 percent of the funds received by an agency during its fiscal year must be returned to the county, which shall distribute them to other qualified agencies.

320.08062 Audits and attestations required; annual use fees of specialty license plates.--

- (1)(a) All organizations that receive annual use fee proceeds from the department are responsible for ensuring that proceeds are used in accordance with ss. $\underline{320.08056}$ and $\underline{320.08058}$.
- (b) Any organization not subject to audit pursuant to s. <u>215.97</u> shall annually attest, under penalties of perjury, that such proceeds were used in compliance with ss. <u>320.08056</u> and <u>320.08058</u>. The attestation shall be made annually in a form and format determined by the department.
- (c) Any organization subject to audit pursuant to s. <u>215.97</u> shall submit an audit report in accordance with rules promulgated by the Auditor General. The annual attestation shall be submitted to the department for review within 9 months after the end of the organization's fiscal year.
- (2) Within 90 days after receiving an organization's audit or attestation, the department shall determine which recipients of revenues from specialty license plate annual use fees have not complied with subsection (1). If the department determines that an organization has not complied or has failed to use the revenues in accordance with ss. 320.08056 and 320.08058, the department must discontinue the distribution of the revenues to the organization until the department determines that the organization has complied. If an organization fails to comply within 12 months after the annual use fee proceeds are withheld by the department, the proceeds shall be deposited into the Highway Safety Operating Trust Fund to offset department costs related to the issuance of specialty license plates.
- (3) The department has the authority to examine all records pertaining to the use of funds from the sale of specialty license plates.

The 2006 Florida Statutes

Title XXIII
MOTOR VEHICLES

Chapter 320 MOTOR VEHICLE LICENSES 320.08056 Specialty license plates.--

View Entire Chapter

- (1) The department is responsible for developing the specialty license plates authorized in s. 320.08053. The department shall begin production and distribution of each new specialty license plate within 1 year after approval of the specialty license plate by the Legislature.
- (2) The department shall issue a specialty license plate to the owner or lessee of any motor vehicle, except a vehicle registered under the International Registration Plan, a commercial truck required to display two license plates pursuant to s. 320.0706, or a truck tractor, upon request and payment of the appropriate license tax and fees.
- (3) Each request must be made annually to the department, accompanied by the following tax and fees:
- (a) The license tax required for the vehicle as set forth in s. 320.08.
- (b) A processing fee of \$2.
- (c) A license plate fee as required by s. 320.06(1)(b).
- (d) A license plate annual use fee as required in subsection (4).

A request may be made any time during a registration period. If a request is made for a specialty license plate to replace a current valid license plate, the specialty license plate must be issued with appropriate decals attached at no tax for the plate, but all fees and service charges must be paid. When a request is made for a specialty license plate at the beginning of the registration period, the tax, together with all applicable fees and service charges, must be paid.

- (4) The following license plate annual use fees shall be collected for the appropriate specialty license plates:
- (a) Manatee license plate, \$20.
- (b) Challenger/Columbia license plate, \$25, except that a person that purchases 1,000 or more of such license plates shall pay an annual use fee of \$15 per plate.
- (c) Collegiate license plate, \$25.
- (d) Florida Salutes Veterans license plate, \$15.
- (e) Florida panther license plate, \$25.
- (f) Florida United States Olympic Committee license plate, \$15.

- (g) Florida Special Olympics license plate, \$15.
- (h) Florida educational license plate, \$20.
- (i) Florida Professional Sports Team license plate, \$25.
- (j) Florida Indian River Lagoon license plate, \$15.
- (k) Invest in Children license plate, \$20.
- (l) Florida arts license plate, \$20.
- (m) Bethune-Cookman College license plate, \$25.
- (n) Florida Agricultural license plate, \$20.
- (o) Girl Scout license plate, \$20.
- (p) Police Athletic League license plate, \$20.
- (q) Boy Scouts of America license plate, \$20.
- (r) Largemouth Bass license plate, \$25.
- (s) Sea Turtle license plate, \$17.50.
- (t) Protect Wild Dolphins license plate, \$20.
- (u) Barry University license plate, \$25.
- (v) Everglades River of Grass license plate, \$20.
- (w) Keep Kids Drug-Free license plate, \$25.
- (x) Florida Sheriffs Youth Ranches license plate, \$20.
- (y) Conserve Wildlife license plate, \$15.
- (z) Florida Memorial University license plate, \$25.
- (aa) Tampa Bay Estuary license plate, \$15.
- (bb) Florida Wildflower license plate, \$15.
- (cc) United States Marine Corps license plate, \$15.
- (dd) Choose Life license plate, \$20.
- (ee) Share the Road license plate, \$15.

- (ff) American Red Cross license plate, \$25.
- (gg) United We Stand license plate, \$25.
- (hh) Breast Cancer Research license plate, \$25.
- (ii) Protect Florida Whales license plate, \$25.
- (jj) Florida Golf license plate, \$25.
- (kk) Florida Firefighters license plate, \$20.
- (II) Police Benevolent Association license plate, \$20.
- (mm) Military Services license plate, \$15.
- (nn) Protect Our Reefs license plate, \$25.
- (00) Fish Florida license plate, \$22.
- (pp) Child Abuse Prevention and Intervention license plate, \$25.
- (qq) Hospice license plate, \$25.
- (rr) Stop Heart Disease license plate, \$25.
- (ss) Save Our Seas license plate, \$25, except that for an owner purchasing the specialty license plate for more than 10 vehicles registered to that owner, the annual use fee shall be \$10 per plate.
- (tt) Aquaculture license plate, \$25, except that for an owner purchasing the specialty license plate for more than 10 vehicles registered to that owner, the annual use fee shall be \$10 per plate.
- (uu) Family First license plate, \$25.
- (vv) Sportsmen's National Land Trust license plates, \$25.
- (ww) Live the Dream license plate, \$25.
- (xx) Florida Food Banks license plate, \$25.
- (yy) Discover Florida's Oceans license plate, \$25.
- (zz) Family Values license plate, \$25.
- (aaa) Parents Make A Difference license plate, \$25.
- (bbb) Support Soccer license plate, \$25.
- (ccc) Kids Deserve Justice license plate, \$25.

- (ddd) Animal Friend license plate, \$25.
- (eee) Future Farmers of America license plate, \$25.
- (fff) Donate Organs-Pass It On license plate, \$25.
- (ggg) A State of Vision license plate, \$25.
- (hhh) Homeownership For All license plate, \$25.
- (5) If a vehicle owner or lessee to whom the department has issued a specialty license plate acquires a replacement vehicle within the owner's registration period, the department must authorize a transfer of the specialty license plate to the replacement vehicle in accordance with s. 320,0609. The annual use fee or processing fee may not be refunded.
- (6) Specialty license plates must bear the design required by law for the appropriate specialty license plate, and the designs and colors must conform to the department's design specifications. In addition to a design, the specialty license plates may bear the imprint of numerals from 1 to 999, inclusive, capital letters "A" through "Z," or a combination thereof. The department shall determine the maximum number of characters, including both numerals and letters. All specialty license plates must be otherwise of the same material and size as standard license plates issued for any registration period. A specialty license plate may bear an appropriate slogan, emblem, or logo in a size and placement that conforms to the department's design specifications.
- (7) The department shall annually retain from the first proceeds derived from the annual use fees collected an amount sufficient to defray each specialty plate's pro rata share of the department's costs directly related to the specialty license plate program. Such costs shall include inventory costs, distribution costs, direct costs to the department, costs associated with reviewing each organization's compliance with audit and attestation requirements of s. 320.08062, and any applicable increased costs of manufacturing the specialty license plate. Any cost increase to the department related to actual cost of the plate, including a reasonable vendor profit, shall be verified by the Department of Management Services. The balance of the proceeds from the annual use fees collected for that specialty license plate shall be distributed as provided by law.
- (8)(a) The department must discontinue the issuance of an approved specialty license plate if the number of valid specialty plate registrations falls below 1,000 plates for at least 12 consecutive months. A warning letter shall be mailed to the sponsoring organization following the first month in which the total number of valid specialty plate registrations is below 1,000 plates. ¹This paragraph does not apply to collegiate license plates established under s. 320.08058(3).
- (b) The department is authorized to discontinue the issuance of a specialty license plate and distribution of associated annual use fee proceeds if the organization no longer exists, if the organization has stopped providing services that are authorized to be funded from the annual use fee proceeds, or pursuant to an organizational recipient's request. Organizations are required to notify the department immediately to stop all warrants for plate sales if any of the conditions in this section exist, and must meet the requirements of s. 320.08062 for any period of operation during a fiscal year.
- (9) The organization that requested the specialty license plate may not redesign the specialty license plate unless the inventory of those plates has been depleted. However, the

organization may purchase the remaining inventory of the specialty license plates from the department at cost.

(10) A specialty license plate annual use fee collected and distributed under this chapter, or any interest earned from those fees, may not be used for commercial or for-profit activities nor for general or administrative expenses, except as authorized by s. 320.08058 or to pay the cost of the audit or report required by s. 320.08062(1).

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=choose+life&URL=CH0320/Sec08056.HTM

The 2006 Florida Statutes

<u>Title XXIII</u> MOTOR VEHICLES Chapter 320
MOTOR VEHICLE LICENSES
320.08058 Specialty license plates.--

View Entire Chapter

(30) CHOOSE LIFE LICENSE PLATES. --

- (a) The department shall develop a Choose Life license plate as provided in this section. The word "Florida" must appear at the bottom of the plate, and the words "Choose Life" must appear at the top of the plate.
- (b) The annual use fees shall be distributed annually to each county in the ratio that the annual use fees collected by each county bears to the total fees collected for the plates within the state. Each county shall distribute the funds to nongovernmental, not-for-profit agencies within the county, which agencies' services are limited to counseling and meeting the physical needs of pregnant women who are committed to placing their children for adoption. Funds may not be distributed to any agency that is involved or associated with abortion activities, including counseling for or referrals to abortion clinics, providing medical abortion-related procedures, or proabortion advertising, and funds may not be distributed to any agency that charges women for services received.
- 1. Agencies that receive the funds must use at least 70 percent of the funds to provide for the material needs of pregnant women who are committed to placing their children for adoption, including clothing, housing, medical care, food, utilities, and transportation. Such funds may also be expended on infants awaiting placement with adoptive parents.
- 2. The remaining funds may be used for adoption, counseling, training, or advertising, but may not be used for administrative expenses, legal expenses, or capital expenditures.
- 3. Each agency that receives such funds must submit an annual attestation to the county. Any unused funds that exceed 10 percent of the funds received by an agency during its fiscal year must be returned to the county, which shall distribute them to other qualified agencies.

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=L&App_mode=Display Statute&Search String=choose+life&URL=CH0320/Sec08058.HTM

The 2006 Florida Statutes

Title XXIII

Chapter 320

View Entire Chapter

MOTOR VEHICLES

MOTOR VEHICLE LICENSES

320.08062 Audits and attestations required; annual use fees of specialty license plates,--

- (1)(a) All organizations that receive annual use fee proceeds from the department are responsible for ensuring that proceeds are used in accordance with ss. 320.08056 and
- (b) Any organization not subject to audit pursuant to s. 215.97 shall annually attest, under penalties of perjury, that such proceeds were used in compliance with ss. 320.08056 and 320.08058. The attestation shall be made annually in a form and format determined by the department.
- (c) Any organization subject to audit pursuant to s. 215.97 shall submit an audit report in accordance with rules promulgated by the Auditor General. The annual attestation shall be submitted to the department for review within 9 months after the end of the organization's fiscal year.
- (2) Within 90 days after receiving an organization's audit or attestation, the department shall determine which recipients of revenues from specialty license plate annual use fees have not complied with subsection (1). If the department determines that an organization has not complied or has failed to use the revenues in accordance with ss. 320.08056 and 320.08058, the department must discontinue the distribution of the revenues to the organization until the department determines that the organization has complied. If an organization fails to comply within 12 months after the annual use fee proceeds are withheld by the department, the proceeds shall be deposited into the Highway Safety Operating Trust Fund to offset department costs related to the issuance of specialty license plates.
- (3) The department has the authority to examine all records pertaining to the use of funds from the sale of specialty license plates.

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display Statute&Search String=320.08062&URL=CH0320/Sec08062.HTM

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Service Agreement Contracts for Adult Drug Court

DEPARTMENT: Community Services

DIVISION: Administration - Community

<u>Services</u>

AUTHORIZED BY: Michele Saunders **CONTACT:** Pamela Martin **EXT:** 2302

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Service Agreement contracts for Adult Drug Court.

County-wide Michele Saunders

BACKGROUND:

On April 28, 2009 the Board of County Commissioners approved a request of the Adult Drug Court to serve as the applicant and fiscal agent in pursuit of the Adult Drug Court Expansion grant offered by the Substance Abuse and Mental Health Services Administration (SAMHSA). Funds will be used to enhance the Drug Court Operations to serve more non-violent offenders whose legal problems stem from the abuse and to expand community services necessary for these participants.

Seminole County was awarded the grant in the amount of \$299,867.00 per year for a 3-year period, totaling an award amount of \$899,601.00 with no match requirement. The grant application identified the community service providers who will be delivering the varied of treatment and support services. These services include: drug and alcohol testing and counseling, substance abuse education, HIV/AIDS testing and education, vocational assessments, case management, inpatient detox as needed, drug court coordination and administrative assistance.

The Service Agreements have been drafted, reviewed and signed off by the respective agencies.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Service Agreement contracts for Adult Drug Court.

ATTACHMENTS:

- 1. Agreement
- 2. Agreement
- 3. Agreement
- 4. Agreement
- 5. Agreement
- 6. Agreement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

NEW LIFE CONNECTIONS, INC. AGREEMENT

WITNESSETH:

WHEREAS, on September 11, 2009, the United States Department of Health and Human Services, through its Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment awarded a grant to COUNTY in the amount of TWO HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$299,867.00) for expansion and enhancement of the Seminole County Adult Treatment Drug Court Program; and

WHEREAS, NEW LIFE provides a variety of counseling and education services to residents of Seminole County, Florida to facilitate healing from substance abuse or dependence on substances; and

WHEREAS, the COUNTY has authorized funding of NEW LIFE, whose programs and services are deemed to serve a COUNTY purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto 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. Term. The term of this Agreement is from October 1, 2009 through September 30, 2010, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

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 written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that NEW LIFE fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by NEW LIFE after NEW LIFE has received notice of termination. Upon said termination, NEW LIFE shall immediately refund those funds to the COUNTY or otherwise utilize such funds as the COUNTY directs. Any requirements set forth in Sections 7, 8, 9 and 12 hereunder shall survive the term of this Agreement as a whole.

Services 4. Services. NEW LIFE shall 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 services to residents of Seminole County, Florida with substance abuse problems, as described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. It is understood that NEW LIFE has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby NEW LIFE would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification. NEW LIFE agrees to hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees and agents from and against any and 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 from, allegedly arising from, or in any way related to the provision of services hereunder by NEW LIFE. This Agreement by NEW LIFE to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability claims, suits or losses and on damages growing out of same.

Section 7. Insurance.

- (a) NEW LIFE shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance, General Liability Insurance, and Property Damage Insurance, as will provide the COUNTY with the protection contained in the foregoing Indemnification provision.
- (b) Such policy or policies shall be issued by companies authorized to do business in the State of Florida. NEW LIFE shall specifically protect the COUNTY by either naming the COUNTY as a named insured under such policies, or, in the alternative, by providing an endorsement in accordance with the Indemnification provision herein. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:
- (1) General Liability Insurance. NEW LIFE shall carry limits of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for injuries, including accidental or wrongful death to any one person and subject to the same limit for each person, in an

amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on account of one occurrence.

- (2) Property Damage Insurance. NEW LIFE shall carry limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one claim and in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for property damages on account of any one occurrence.
- (c) Prior to the commencement of services hereunder, NEW LIFE shall furnish to the COUNTY a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof is received by the COUNTY.
- (d) The maintenance of the insurance coverage set forth herein shall not be construed to limit NEW LIFE'S liability under the Indemnification provision set forth hereinabove.
- (e) NEW LIFE agrees to insert the substance of this section, including this paragraph (e) in all subcontracts hereunder.
- Section 8. Billing and Payment. The COUNTY hereby agrees to reimburse NEW LIFE up to a maximum sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) annually for all services provided hereunder by NEW LIFE during the term of this Agreement. Said sum is payable in monthly installments upon:
- (a) Receipt by the COUNTY of a payment request, attached hereto and incorporated herein as Exhibit "B". Such request for payment shall only be for services specifically provided for herein; and
- (b) Verification by the Director of the COUNTY's Community Services Department that the services for which reimbursement is sought

are in accordance with service projections as described in Exhibit "A" and that NEW LIFE has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Michele Saunders, LCSW, Director Seminole County Department of Community Services 534 West Lake Mary Boulevard Sanford, FL 32773

Section 9. Reporting Requirements.

- (a) NEW LIFE shall submit all data and information set forth in Exhibit "A" to the E-Court data system within five (5) days after contact with each client.
- (b) NEW LIFE shall report any additional performance and outcome measures to the Eighteenth Judicial Circuit's Drug Court Coordinator as required by the COUNTY's Drug Court Evaluator. NEW LIFE shall submit the data referenced herein to the Drug Court Evaluator on a quarterly basis.
- (c) NEW LIFE shall submit such additional information as required by the COUNTY to assess program effectiveness.

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

Section 11. Access to Records. NEW LIFE shall allow the COUNTY, its duly authorized agent and the public access to such of NEW LIFE'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

Section 12. Audit. NEW LIFE shall submit to the COUNTY an annual audit report during the term of this Agreement on or before December 31, 2010, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Records and Reports. NEW LIFE shall maintain a client record file with detailed records for each client served. NEW LIFE shall include the following in each client file:

- (a) Assessment Report;
- (b) Progress notes with date, including beginning and ending times;
 - (c) Aftercare recommendation:
 - (d) Client consent forms for treatment and services; and
 - (e) Applicable releases of information.

Furthermore, NEW LIFE must maintain on file current job descriptions for the Case Manager, Drug Court Coordinator and Administrative Assistant positions funded wholly or partially hereunder.

Section 14. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Director, Seminole County Department of Community Services Seminole County Services Building 1101 East First Street Sanford, Florida 32771

FOR NEW LIFE

Marla Dunn New Life Connections, Inc. 404 West 25th Street Sanford, Florida 32771

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

Section 15. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, NEW LIFE shall comply with the Notice of Award issued to COUNTY attached hereto and incorporated herein as Exhibit "C" and all applicable Federal and State 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 the foregoing statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to NEW LIFE as provided hereinabove.

Section 17. Equal Opportunity. NEW LIFE agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole

County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 19. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision 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 or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

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

Section 21. Independent Contractor.

- (a) It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of NEW LIFE to the COUNTY is that of independent contractor and not that of employee.
- (b) No statement contained in this Agreement shall be construed so as to find NEW LIFE, including its officers, employees and agents, an employee of the COUNTY, and NEW LIFE, its officers, employees and agents shall not be entitled to the rights, privileges or benefits of COUNTY employees.

Section 22. Conflict of Interest.

- (a) NEW LIFE 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 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) NEW LIFE hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of NEW LIFE 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, NEW LIFE hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

Section 23. 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.

[Balance of this page intentionally blank; signatory page follows]

their names to be affixed hereto	by the proper officers thereof for the
purposes herein expressed.	
ATTEST:	NEW LIFE CONNECTIONS, INC.
	By: Marahama
, Secretary	MARLA J. DANN, President
(Corporate Seal)	Date: 12-17-09
STATE OF FLORIDA) COUNTY OF SEMINOLE)	
to take acknowledgments, pers , as President an CONNECTIONS, INC., a profit the State of Florida, who are produced They acknowledged before me that as such officers in the name and	rized in the State and County aforesaid onally appeared MARLA J. DANN and d Secretary, respectively, of NEW LIFE corporation organized under the laws of personally known to me or who have as identification and did take an oath. they executed the foregoing instrument on behalf of the corporation, and that
they also affixed thereto the off	icial seal of the Corpolation.
DONALD F. NOLL. Notary Public - State of Florida My Commission Expides Jan 10, 2011 Commission # DD 628501 Bonded Through National Notary Assn.	NOTARY PUBLIC Print Name Notary Public in and for the County and State Aforementioned
	My commission expires: Jan 10 2011

IN WITNESS WHEREOF, the parties to this Agreement have caused

[Balance of this page intentionally blank; signatory page continues on Page 11]

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE Clerk to the Board of	BOB DALLARI, Chairman
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, 200, regular meeting.
County Attorney	
SED/dre 12/10/09 3 Attachments: Exhibit "A" - Scope of Services Exhibit "B" - Payment Request E Exhibit "C" - Notice of Award P:\Users\lkennedy\My Documents\Community	orm



EXHIBIT A: Scope of Services, Data Collection for Performance and Outcome Measures

Agency: New Life Connections, Inc.

SCOPE OF SERVICES:

- Services to be delivered: 6-week Drug Education Program

Education/Experience: Minimum of a Masters Degree in the Human Services Field, with at least one year experience with substance abuse; or a minimum of three years experience with substance abuse treatment in lieu of degree

Number of units delivered (clients to be served): 50

Reimbursement rate per service: \$150 per client

Target Population: People who are considered indigent and unable to pay for the service and have been ordered to this service via Adult Drug Court

DATA COLLECTION for PERFORMANCE AND OUTCOME MEASURES:

Client demographics
Number of clients served
Number of clients who completed education program
Number of clients who dropped out
Identification of evidenced based practices used
And any additional information identified by the Drug Court Evaluator

EXHIBIT B

Seminole County Community Services Adult Drug Court Service Invoice

Agency Name: New Life Connections

Amount of Contract: \$7,500.00 Cost per Unit: \$150.00

Month:

Total number of clients served this month:

List clients served with an associated	Cost per	Total Cost
client or case number (do not provide client name	e) Unit	
Total Amount of Invoice:		

Please remit invoices to:
Michele Saunders, LCSW
Community Services Director
534 W. Lake Mary Blvd.
Sanford, FL 32773

For County Staff Only	
Date Received (original)	
Date Reviewed for Completeness	
Date Processed	
Annual Audit Date	

Notice of Award Issue Date: 09/11/2009



Adult Drug Treatment Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Grant Number: 1H79Tl021531-01

EXHIBIT C

Program Director: Bessie Lamb

Project Title: Seminole County Adult Treatment Drug Court Expansion & Enhanc

Grantee Address

COUNTY OF SEMINOLE Director, Community Services 1011)East First Street

Sanford, FL 32771

Business Address

Grants Administrator Seminole County 101) East First Street Sanford, FL 32771

Budget Period: 09/30/2009 - 09/29/2010 **Project Period:** 09/30/2009 - 09/29/2012

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$299,867 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF SEMINOLE in support of the above referenced project. This award is pursuant to the authority of Section 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

William I Reyes

Grants Management Officer

Division of Grants Management, OPS

Substance Abuse and Mental Health Services Administration

Wien I , Rufs

See additional information below

SECTION I - AWARD DATA - 1H79TI021531-01

Award Calculation (U.S. Dollars) Salaries and Wages Fringe Benefits Personnel Costs (Subtotal) Supplies Travel Costs	\$49,199 \$15,879 \$65,078 \$64,127
Consortium/Contractual Cost Other	\$13,596 \$150,186 \$1,000
Direct Cost Indirect Cost Approved Budget	\$293,987 \$5,880 \$299,867
Federal Share Cumulative Prior Awards for this Budget Period	\$299,867 \$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$299,867

	SUMMARY TOTALS FOR ALL YEARS
YR	AMOUNT
1	\$299,867
2	\$299,867
3	\$299,867

^{*} Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:

93.243

EIN:

1596000856A1

Document Number:

H9TI21531A

Fiscal Year:

2009

IC TI CAN

Amount

C96T511

\$299,867

TI Administrative Data:

PCC: ADRUG-CR / OC: 4145

SECTION II - PAYMENT/HOTLINE INFORMATION -- 1H79TI021531-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support - Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III - TERMS AND CONDITIONS - 1H79TI021531-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.

- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.

d. The HHS Grants Policy Statement.

e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

SECTION IV - TI Special Terms and Condition - 1H79Tl021531-01

REMARKS:

This award approves funding in the amount of \$299,867 as requested in your application dated May 30, 2009.

SPECIAL CONDITION(S) OF AWARD:

NONE

SPECIAL TERM(S) OF AWARD:

NONE

STANDARD TERMS OF AWARD:

- 1) This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
- 2) The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
- 3) Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
- 4) The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable.
- 5) By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$196,700 annually.
- 6) "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

7) Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These

records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its subrecipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and onsite program review of grants with significant amounts of Federal funding.

- 8) Per (45 CFR 74.36 and 45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.
- 9) A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at http://www.whitehouse.gov/omb/fedreg/omb-not.html.
- 10) Program Income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form).

Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

- 11) Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA.
- 12) Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. Key staff (or key staff positions, if staff has not been selected) are listed below:

Bessie Lamb, Project Director, @ 100% level of effort Karen Lopez-Feliciano, Clinical Director @ 100% level of effort Robert Kirchner, Evaluator @ 20% level of effort

- 13) None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- 14) Refer to the NoA under Section II (Payment/Hotline Information) regarding the Payment Management System and the HHS Inspector General's Hotline concerning fraud, waste or abuse.
- 15) As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.
- 16) No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).
- 17) RESTRICTIONS ON GRANTEE LOBBYING (Appropriations Act Section 503).

- (a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- (b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- 18) Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

- 19) This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to http://samhsa.gov/grants/trafficking.aspx.
- 20) Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at mike.daniels@samhsa.hhs.gov or 240-276-0759.
- 21) Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all grantees that electronically exchange patient level health information to external entities where national standards exist must:
- A) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult http://www.hhs.gov/healthit for more information, and
- B) Use HIT products (such as electronic health records, personalized health records, and the network components through which they operate and share information) that are certified by the Certification Commission for Healthcare Information Technology (CCHIT) or other recognized certification board, to ensure a minimum level of interoperability or compatibility of health IT products(http://www.cchit.org/). For additional information contact: Jim Kretz (CMHS) at 240-276-1755 or jim.kretz@samhsa.hhs.gov; Richard Thoreson (CSAT) at 240-276-2827 or richard.thoreson@samhsa.hhs.gov; or Sarah Wattenberg (OPPB) at 240-276-2975 or sarah.wattenberg@samhsa.hhs.gov.
- 22) If federal funds are used by the grantee to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

REPORTING REQUIREMENTS:

1) Financial Status Report (FSR), Standard Form 269 (long form) is required on an annual basis and must be submitted for each budget period no later than 90 days after the close of the budget period. The FSR 269 is required for each 12 month period, regardless of the overall length of the approved extension period

authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. If applicable, include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FSR must be prepared on a cumulative basis and all program income must be reported. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272). The FSR may be accessed from the following website at http://www.psc.gov/forms/sf/SF-269.pdf and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

2) Submission of a Programmatic semi-annual Report is due no later than the dates as follows:

1st Report - April 30, 2010 2nd Report - October 31, 2010

- 3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.
- 4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 E: 10th Street Jeffersonvville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

INDIRECT COSTS:

If the grantee chooses to establish an indirect cost rate agreement, it is required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. For additional information, please refer to HHS Grants Policy Statement Section I, pages 23-24.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices, go to the SAMHSA website www.samhsa.gov, then click on "grants"; then click on "Important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery:
Division of Grants Management,
OPS, SAMHSA
1 Choke Cherry Road,Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery: Division of Grants Management, OPS, SAMHSA 1 Choke Cherry Road, Room 7-1091 Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official

Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

M Helen Zhou, Grants Specialist

Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410

Seminole County hereby accepts the United States Department the amount funding in grant Human Services Health and conditions special terms and the and agrees to \$299,867.00 1H79TI021531-01 No. Grant to relative associated therewith Expansion Court Treatment Drug (Seminole County Adult Enhancment).

ATTEST:

MARYANNE MORSE

Clerk to the Board County Commissioners of brida. Seminole County,/Fl

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

BOARD OF COUNTY COMMISSIONERS

DALLARI, Chairman

As authorized for execution by the Board of County Commissioners at Oct. 27 their

regular meeting.

County Attorney

10-28-09

SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC. AGREEMENT

THIS AGREEMENT is made and entered this _____ day of ______,
20_____, by and between SEMINOLE COUNTY, a political subdivision of the
State of Florida, whose address is Seminole County Services Building,
1101 East First Street, Sanford, Florida 32771, hereinafter referred to
as the "COUNTY," and SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC., a
Florida not-for-profit corporation d/b/a SEMINOLE BEHAVIORAL HEALTHCARE,
whose address is 237 Fernwood Boulevard, Fern Park, Florida 32730,
hereinafter referred to as the "CENTER".

WITNESSETH:

WHEREAS, on September 11, 2009, the United States Department of Health and Human Services, through its Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment awarded a grant to COUNTY in the amount of TWO HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$299,867.00) for expansion and enhancement of the Seminole County Adult Treatment Drug Court Program; and

WHEREAS, the CENTER provides an array of inpatient and outpatient treatment services to residents of Seminole County, Florida suffering with mental illnesses and/or substance abuse disorders; and

WHEREAS, the COUNTY has authorized funding of the CENTER, whose programs and services are deemed to serve a COUNTY purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto 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. Term. The term of this Agreement is from October 1, 2009 through September 30, 2010, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

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 written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that the CENTER fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the CENTER after the CENTER has received notice of termination. Upon said termination, the CENTER shall immediately refund those funds to the COUNTY or otherwise utilize such funds as the COUNTY directs. Any requirements set forth in Sections 7, 8, 9 and 12 hereunder shall survive the term of this Agreement as a whole.

Services 4. Services. The CENTER shall 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 inpatient and outpatient treatment services to residents of Seminole County, Florida suffering with mental illnesses and/or substance abuse disorders, as described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. It is understood that CENTER has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder,

whereby CENTER would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification. The CENTER agrees to hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees and agents from and against any and 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 from, allegedly arising from, or in any way related to the provision of services hereunder by the CENTER. This Agreement by the CENTER to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability claims, suits or losses and on damages growing out of same.

Section 7. Insurance.

- (a) The CENTER shall provide pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance, General Liability Insurance, and Property Damage Insurance, as will provide the COUNTY with the protection contained in the foregoing Indemnification provision.
- (b) Such policy or policies shall be issued by companies authorized to do business in the State of Florida. The CENTER shall specifically protect the COUNTY by either naming the COUNTY as a named insured under such policies, or, in the alternative, by providing an endorsement in accordance with the Indemnification provision herein. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:
- (1) General Liability Insurance. The CENTER shall carry limits of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for injuries, including accidental or wrongful death to

any one person and subject to the same limit for each person, in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on account of one occurrence.

- (2) Property Damage Insurance. The CENTER shall carry limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one claim and in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for property damages on account of any one occurrence.
- shall furnish to the COUNTY a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof is received by the COUNTY.
- (d) The maintenance of the insurance coverage set forth herein shall not be construed to limit the CENTER'S liability under the Indemnification provision set forth hereinabove.
- (e) The CENTER agrees to insert the substance of this section, including this paragraph (e) in all subcontracts hereunder.
- Section 8. Billing and Payment. The COUNTY hereby agrees to reimburse the CENTER up to a maximum sum of EIGHTEENT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$18,750.000) annually for all services provided hereunder by the CENTER during the term of this Agreement. Said sum is payable in monthly installments upon:
- (a) Receipt by the COUNTY of a payment request, attached hereto and incorporated herein as Exhibit "B". Such request for payment shall only be for services specifically provided for herein; and

- (b) Verification by the Director of the COUNTY's Community Services Department that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that the CENTER has complied with the reporting requirements contained hereinafter.
 - (c) Payment requests shall be sent to:

Original and one copy to:

Michele Saunders, LCSW, Director Seminole County Department of Community Services 534 West Lake Mary Boulevard Sanford, FL 32773

Section 9. Reporting Requirements.

- (a) The CENTER shall submit all data and information set forth in Exhibit "A" to the E-Court data system within five (5) days after contact with each client.
- (b) The CENTER shall report any additional performance and outcome measures to the Eighteenth Judicial Circuit's Drug Court Coordinator as required by the COUNTY's Drug Court Evaluator. The CENTER shall submit the data referenced herein to the Drug Court Evaluator on a guarterly basis.
- (c) The CENTER shall submit such additional information as required by the COUNTY to assess program effectiveness.

Section 10. Unavailability of Funds. If the COUNTY shall learn that funding from the State of Florida or the Federal government cannot be obtained, or continued on a matching basis, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to the CENTER as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the CENTER after the CENTER has received such notice of termination. In the event there are any unused COUNTY funds, the CENTER shall promptly

refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 11. Access to Records. The CENTER shall allow the COUNTY, its duly authorized agent and the public access to such of the CENTER'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

Section 12. Audit. The CENTER shall submit to the COUNTY an annual audit report during the term of this Agreement on or before December 31, 2010, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Records and Reports. The CENTER shall maintain a client record file with detailed records for each client served. The CENTER shall include the following in each client file:

- (a) Assessment Report;
- (b) Treatment Plan;
- (c) Treatment progress notes with date, including beginning and ending times for each service delivered;
 - (d) Drug test results;
 - (e) Discharge/After care Plan;
 - (f) Client consent forms for treatment compliance; and
 - (g) Applicable releases of information.

Section 14. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Director, Seminole County Department of Community Services Seminole County Services Building 1101 East First Street Sanford, Florida 32771

FOR CENTER

Wayne Dreggors
Seminole Community Mental Health Center, Inc.
d/b/a Seminole Behavioral Healthcare
Seminole County Center for Co-Occurring Disorders
300 South Bay Avenue
Sanford, Florida 32771

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

Section 15. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CENTER shall comply with the Notice of Award issued to COUNTY attached hereto and incorporated herein as Exhibit "C" and all applicable Federal and State 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 the foregoing statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CENTER as provided hereinabove.

Section 17. Equal Opportunity. The CENTER agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole

County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 19. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision 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 or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

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

Section 21. Independent Contractor.

- (a) It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of the CENTER to the COUNTY is that of independent contractor and not that of employee.
- (b) No statement contained in this Agreement shall be construed so as to find the CENTER, including its officers, employees and agents, an employee of the COUNTY, and the CENTER, its officers, employees and agents shall not be entitled to the rights, privileges or benefits of COUNTY employees.

Section 22. Conflict of Interest.

- (a) CENTER 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 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) CENTER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of CENTER 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, CENTER hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

Section 23. 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.

[Balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

ATTEST:

RICK BROWN, Secretary

(Corporate Seal)

SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC. d/b/a Seminole Behavioral Healthcare

By: MANUY TIZZIO, Chakran

Date: 12/17/2009

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 17th day of 100ml, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANTHONY TIZZIO and RICK BROWN, as Chairman and Secretary, respectively, of SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC., a non profit corporation organized under the laws of the State of Florida d/b/a Seminole Behavioral Healthcare, who are personally known to me or who have produced as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

VALERIE MORRIS

Comm# DD0858270

Expires 2/20/2012

Expires 2/20/2012

NOTARY PUBLIC

Print Name Culene Moms

Notary Public in and for the County and State Aforementioned My commission expires: 2/20/2012

[Balance of this page intentionally blank; signatory page continues on Page 11]

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

	Ву:
MARYANNE MORSE Clerk to the Board of County Commissioners of	BOB DALLARI, Chairman
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, 200, regular meeting.
County Attorney	
SED/dre 12/09/09 3 Attachments: Exhibit "A" - Scope of Servi	
Exhibit "B" - Payment Reques Exhibit "C" - Notice of Awar	rd
P:\Users\Lkennedy\My Documents\Community	Services\Mental Health Center 09.Doc

EXHIBIT A

SCOPE OF SERVICES

Data Collection For Performance And Outcome Measures

Agency: Seminole Community Mental Health Center, Inc. d/b/a

Seminole Behavioral Healthcare

Scope of Services

Services to be delivered: Inpatient Residential Treatment to include clinical assessment, individualized treatment plan, full range of individual, group and family therapy

Number of units delivered (clients to be served): 150 units

Reimbursement rate per service: \$125.00 per day for 30 days

Target Population: People who are considered indigent and unable to pay for the service and have been ordered to this service via Adult Drug Court

DATA COLLECTION FOR PERFORMANCE AND OUTCOME MEASURES:

Client demographics

Number of clients served

Number of clients who followed through with treatment services

Number of client who dropped out

And any additional information identified by the Drug Court Evaluator

P:\Users\lkennedy\My Documents\Community Services\mental health center scope of services exhibit A 09.docx

EXHIBIT B

Seminole County Community Services Adult Drug Court Service Invoice

Agency Name: Seminole Community Mental Health Center, Inc.

Amount of Contract: \$18,750.00 Cost per Unit: \$125.00

Month:

Total number of clients served this month:

List clients served with an associated	Cost per	Total Cost
client or case number (do not provide client name)	Unit	
Total Amount of Invoice:		

Please remit invoices to: Michele Saunders, LCSW Community Services Director 534 W. Lake Mary Blvd. Sanford, FL 32773

For County Staff Only	
Date Received (original)	
Date Reviewed for Completeness	
Date Processed	
Annual Audit Date	

Notice of Award Issue Date: 09/11/2009



Adult Drug Treatment Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Grant Number: 1H79TI021531-01

EXHIBIT C

Program Director: Bessie Lamb

Project Title: Seminole County Adult Treatment Drug Court Expansion & Enhanc

Grantee Address

COUNTY OF SEMINOLE
Director, Community Services
1011 East First Street

Sanford, FL 32771

Business Address

Grants Administrator Seminole County 1011) East First Street Sanford, FL 32771

Budget Period: 09/30/2009 – 09/29/2010 **Project Period**: 09/30/2009 – 09/29/2012

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$299,867 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF SEMINOLE in support of the above referenced project. This award is pursuant to the authority of Section 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

William I Reyes

Grants Management Officer

Division of Grants Management, OPS

Substance Abuse and Mental Health Services Administration

See additional information below

SECTION I - AWARD DATA - 1H79TI021531-01

Award Calculation (U.S. Dollars) Salaries and Wages Fringe Benefits Personnel Costs (Subtotal) Supplies Travel Costs Consortium/Contractual Cost Other	\$49,199 \$15,879 \$65,078 \$64,127 \$13,596 \$150,186 \$1,000
Direct Cost Indirect Cost Approved Budget Federal Share Cumulative Prior Awards for this Budget Period	\$293,987 \$5,880 \$299,867 \$299,867 \$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$299.867

SUMMARY TOTALS FOR ALL YEARS		
YR AMOUNT		
1	\$299,867	
2	\$299,867	
3	\$299,867	

^{*} Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:

93.243

EIN:

1596000856A1

Document Number:

H9TI21531A

Fiscal Year:

2009

IC TI **CAN** C96T511

Amount \$299,867

TI Administrative Data:

PCC: ADRUG-CR / OC: 4145

SECTION II - PAYMENT/HOTLINE INFORMATION - 1H79TI021531-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support — Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III - TERMS AND CONDITIONS - 1H79TI021531-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

SECTION IV - TI Special Terms and Condition - 1H79Tl021531-01

REMARKS:

This award approves funding in the amount of \$299,867 as requested in your application dated May 30, 2009.

SPECIAL CONDITION(S) OF AWARD:

NONE

SPECIAL TERM(S) OF AWARD:

NONE

STANDARD TERMS OF AWARD:

- 1) This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
- 2) The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
- 3) Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
- 4) The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable.
- 5) By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$196,700 annually.
- 6) "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

7) Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These

records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its subrecipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and onsite program review of grants with significant amounts of Federal funding.

- 8) Per (45 CFR 74.36 and 45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.
- 9) A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at http://www.whitehouse.gov/omb/fedreg/omb-not.html.
- 10) Program Income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form).

Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

- 11) Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA.
- 12) Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. Key staff (or key staff positions, if staff has not been selected) are listed below:

Bessie Lamb, Project Director, @ 100% level of effort Karen Lopez-Feliciano, Clinical Director @ 100% level of effort Robert Kirchner, Evaluator @ 20% level of effort

- 13) None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- 14) Refer to the NoA under Section II (Payment/Hotline Information) regarding the Payment Management System and the HHS Inspector General's Hotline concerning fraud, waste or abuse.
- 15) As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.
- 16) No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).
- 17) RESTRICTIONS ON GRANTEE LOBBYING (Appropriations Act Section 503).

- (a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- (b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- 18) Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

- 19) This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to http://samhsa.gov/grants/trafficking.aspx.
- 20) Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at mike.daniels@samhsa.hhs.gov or 240-276-0759.
- 21) Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all grantees that electronically exchange patient level health information to external entities where national standards exist must:
- A) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult http://www.hhs.gov/healthit for more information, and
- B) Use HIT products (such as electronic health records, personalized health records, and the network components through which they operate and share information) that are certified by the Certification Commission for Healthcare Information Technology (CCHIT) or other recognized certification board, to ensure a minimum level of interoperability or compatibility of health IT products(http://www.cchit.org/). For additional information contact: Jim Kretz (CMHS) at 240-276-1755 or jim.kretz@samhsa.hhs.gov; Richard Thoreson (CSAT) at 240-276-2827 or richard.thoreson@samhsa.hhs.gov; or Sarah Wattenberg (OPPB) at 240-276-2975 or sarah.wattenberg@samhsa.hhs.gov.
- 22) If federal funds are used by the grantee to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

REPORTING REQUIREMENTS:

1) Financial Status Report (FSR), Standard Form 269 (long form) is required on an annual basis and must be submitted for each budget period no later than 90 days after the close of the budget period. The FSR 269 is required for each 12 month period, regardless of the overall length of the approved extension period

authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. If applicable, include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FSR must be prepared on a cumulative basis and all program income must be reported. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272). The FSR may be accessed from the following website at http://www.psc.gov/forms/sf/SF-269.pdf and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

2) Submission of a Programmatic semi-annual Report is due no later than the dates as follows:

1st Report - April 30, 2010 2nd Report - October 31, 2010

- 3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.
- 4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 E: 10th Street Jeffersonvville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

INDIRECT COSTS:

If the grantee chooses to establish an indirect cost rate agreement, it is required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. For additional information, please refer to HHS Grants Policy Statement Section I, pages 23-24.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices, go to the SAMHSA website www.samhsa.gov, then click on "grants"; then click on "Important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery: Division of Grants Management, OPS, SAMHSA 1 Choke Cherry Road,Room 7-1091 Rockville, MD 20857

For Overnight or Direct Delivery: Division of Grants Management, OPS, SAMHSA 1 Choke Cherry Road, Room 7-1091 Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official

Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

MGHelen Zhou, Grants Specialist

Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410

Seminole County hereby accepts the United States Department of amount funding in the grant Services Health and Human \$299,867.00 and agrees to the special terms conditions and 1H79TI021531-01 to No. Grant associated therewith relative Expansion (Seminole County Adult Treatment Court Drug Enhancment).

MARYANNE MORSE	
Clerk to the Board of	
County Commissioners of	

ATTEST:

For the use and reliance of Seminole County only.

Seminole County, /Flbrida.

Approved as to form and legal sufficiency.

BOARD OF COUNTY COMMISSIONERS Chairman

As authorized for execution by the Board of County Commissioners at their *Oct.* 27 , 2009 regular meeting.

man E. Saturd 10-28-09 County Attorney

THE GROVE COUNSELING CENTER, INC. AGREEMENT

THIS AGREEMENT is made and entered this day of
20, by and between SEMINOLE COUNTY , a political subdivision of the
State of Florida, whose address is Seminole County Services Building,
1101 East First Street, Sanford, Florida 32771, hereinafter referred to
as the "COUNTY," and THE GROVE COUNSELING CENTER, INC., a Florida not-
for-profit corporation, whose address is 111 West Magnolia Avenue,
Longwood, Florida 32750, hereinafter referred to as the "CENTER".

WITNESSETH:

WHEREAS, on September 11, 2009, the United States Department of Health and Human Services, through its Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment awarded a grant to COUNTY in the amount of TWO HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$299,867.00) for expansion and enhancement of the Seminole County Adult Treatment Drug Court Program; and

WHEREAS, the CENTER provides outpatient group and individual substance abuse services and clinical supervision to individuals residing in Seminole County, Florida identified through the Eighteenth Judicial Circuit's Adult Drug Court; and

WHEREAS, the COUNTY has authorized funding of the CENTER, whose programs and services are deemed to serve a COUNTY purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto 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. Term. The term of this Agreement is from October 1, 2009 through September 30, 2010, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that the CENTER fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the CENTER after the CENTER has received notice of termination. Upon said termination, the CENTER shall immediately refund those funds to the COUNTY or otherwise utilize such funds as the COUNTY directs. Any requirements set forth in Sections 7, 8, 9 and 12 hereunder shall survive the term of this Agreement as a whole.

Services 4. Services. The CENTER shall 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 services to residents of Seminole County, Florida with substance abuse problems, as described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. It is understood that CENTER has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby CENTER would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification. The CENTER agrees to hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees and agents from and against any and 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 from, allegedly arising from, or in any way related to the provision of services hereunder by the CENTER. This Agreement by the CENTER to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability claims, suits or losses and on damages growing out of same.

Section 7. Insurance.

- (a) The CENTER shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance, General Liability Insurance, and Property Damage Insurance, as will provide the COUNTY with the protection contained in the foregoing Indemnification provision.
- (b) Such policy or policies shall be issued by companies authorized to do business in the State of Florida. The CENTER shall specifically protect the COUNTY by either naming the COUNTY as a named insured under such policies, or, in the alternative, by providing an endorsement in accordance with the Indemnification provision herein. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:
- (1) General Liability Insurance. The CENTER shall carry limits of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for injuries, including accidental or wrongful death to any one person and subject to the same limit for each person, in an

amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on account of one occurrence.

- (2) Property Damage Insurance. The CENTER shall carry limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one claim and in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for property damages on account of any one occurrence.
- (c) Prior to the commencement of services hereunder, the CENTER shall furnish to the COUNTY a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof is received by the COUNTY.
- (d) The maintenance of the insurance coverage set forth herein shall not be construed to limit the CENTER'S liability under the Indemnification provision set forth hereinabove.
- (e) The CENTER agrees to insert the substance of this section, including this paragraph (e) in all subcontracts hereunder.
- Section 8. Billing and Payment. The COUNTY hereby agrees to reimburse the CENTER up to a maximum sum of THIRTY-FOUR THOUSAND SIXTEEN AND NO/100 DOLLARS (\$34,016.00) annually for all services provided hereunder by the CENTER during the term of this Agreement. Said sum is payable in monthly installments upon:
- (a) Receipt by the COUNTY of a payment request, attached hereto and incorporated herein as Exhibit "B". Such request for payment shall only be for services specifically provided for herein; and
- (b) Verification by the Director of the COUNTY's Community Services Department that the services for which reimbursement is sought

are in accordance with service projections as described in Exhibit "A" and that the CENTER has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Michele Saunders, LCSW, Director Seminole County Department of Community Services 534 West Lake Mary Boulevard Sanford, FL 32773

Section 9. Reporting Requirements.

- (a) The CENTER shall submit all data and information set forth in Exhibit "A" to the E-Court data system within five (5) days after contact with each client.
- (b) The CENTER shall report any additional performance and outcome measures to the Eighteenth Judicial Circuit's Drug Court Coordinator as required by the COUNTY's Drug Court Evaluator. The CENTER shall submit the data referenced herein to the Drug Court Evaluator on a quarterly basis.
- (c) The CENTER shall submit such additional information as required by the COUNTY to assess program effectiveness.

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

Section 11. Access to Records. The CENTER shall allow the COUNTY, its duly authorized agent and the public access to such of the CENTER'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

Section 12. Audit. The CENTER shall submit to the COUNTY an annual audit report during the term of this Agreement on or before December 31, 2010, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Records and Reports. The CENTER shall maintain a client record file with detailed records for each client served. The CENTER shall include the following in each client file:

- (a) Assessment Report;
- (b) Treatment Plan;
- (c) Treatment progress notes with date, including beginning and ending times for each service delivered;
 - (d) Drug test results;
 - (e) Discharge/After care Plan;
 - (f) Client consent forms for treatment compliance; and
 - (g) Applicable releases of information.

Section 14. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Director, Seminole County Department of Community Services Seminole County Services Building 1101 East First Street Sanford, Florida 32771

FOR CENTER

Larry Birch, President/Director The Grove Counseling Center, Inc. 111 West Magnolia Avenue Longwood, Florida 32750

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

Section 15. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CENTER shall comply with the Notice of Award issued to COUNTY attached hereto and incorporated herein as Exhibit "C" and all applicable Federal and State 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 the foregoing statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CENTER as provided hereinabove.

Section 17. Equal Opportunity. The CENTER agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole

County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 19. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision 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 or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

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

Section 21. Independent Contractor.

- (a) It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of the CENTER to the COUNTY is that of independent contractor and not that of employee.
- (b) No statement contained in this Agreement shall be construed so as to find the CENTER, including its officers, employees and agents, an employee of the COUNTY, and the CENTER, its officers, employees and agents shall not be entitled to the rights, privileges or benefits of COUNTY employees.

Section 22. Conflict of Interest.

- (a) CENTER 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 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) CENTER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of CENTER 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, CENTER hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

Section 23. 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.

[Balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

ATTEST:

Secretary

(Corporate Seal)

THE GROVE COUNSELLING CENTER, INC

LARRY BIRCH President

ate: 12/15/0

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 15th day of December, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LARRY BIRCH and ROBERT MERCHANT, as President and Secretary, respectively, of THE GROVE COUNSELING CENTER, INC., a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)

Notary Public in and for the County and State Aforementioned
My commission expires: 1444 22 20/2.



[Balance of this page intentionally blank; signatory page continues on Page 11]

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

	By:
MARYANNE MORSE	BOB DALLARI, 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, 200, regular meeting.
County Attorney	

SED/dre 12/10/09

3 Attachments:

Exhibit "A" - Scope of Services

Exhibit "B" - Payment Request Form
Exhibit "C" - Notice of Award
P:\Users\lkennedy\My Documents\Community Services\The Grove 09.doc



EXHIBIT A: Scope of Services, Data Collection for Performance and Outcome Measures

Agency: The Grove, Inc.

SCOPE OF SERVICES:

Services to be delivered:

Clinical Assessment

Individualized treatment plan

Group and individual substance abuse counseling for Drug Court Phases 1-4

Random Drug Testing

Must have a male and female available to oversee drug testing at all sites where drug testing will take place

80% of urinalysis must be observed and all unobserved urinalysis screenings should reflect the temperature of the specimen.

Education: Counselor must possess a minimum of a Master's Degree in the Human Services field; must have a Certified Addictions Professionals certificate, must have a minimum of two years experience in the substance abuse field

Licensure: Agency must be licensed by the State of Florida Alcohol, Drug Abuse and Mental Health Program Office to provide outpatient substance abuse services including counseling and drug testing.

Number of hours delivered: 1,560 for the Counselor; 20.80 hours for the Supervisor

Staffing: .75 FTE for counseling; .10 FTE for clinical supervision

Target Population: People who are considered indigent and unable to pay for the service and have been ordered to this service via Adult Drug Court

DATA COLLECTION for PERFORMANCE AND OUTCOME MEASURES:

Client demographics
Number of clients served
Number of clients who completed all phases
Number of clients who dropped out
Identification of evidenced based practices used
Effect of service on client
Barriers to success
And any additional information identified by the Drug Court Evaluator

EXHIBIT B

Seminole County Community Services Adult Drug Court Service Invoice

Agency Name: The Grove, Inc.

Amount of Contract: \$33,150 (.75 FTE Counselor) Cost per Hour: \$21.25

\$866.00 (1% FTE Supervisor) Cost per Hour: \$41.63

Month:

Total number of clients served this month:

List clients served with an associated client or case number (do not provide client name) and/or Supervision Time	Number of Hours Delivered	Cost Per Hour	Total Cost
Total Amount of Invoice:			

Please attach time sheets that are signed by the employee and supervisor verifying that the hours delivered were provided to Adult Drug Court clients only.

Please remit invoices to: Michele Saunders, LCSW Community Services Director 534 W. Lake Mary Blvd. Sanford, FL 32773

For County Staff Only	
Date Received (original)	
Date Reviewed for Completeness	
Date Processed	
Annual Audit Date	



Notice of Award

Issue Date:

09/11/2009

Adult Drug Treatment Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Center for Substance Abuse Treatment

Grant Number: 1H79Tl021531-01

EXHIBIT C

Program Director: Bessie Lamb

Project Title: Seminole County Adult Treatment Drug Court Expansion & Enhanc

Grantee Address

COUNTY OF SEMINOLE Director, Community Services 1011 East First Street

Sanford, FL 32771

Business Address

Grants Administrator Seminole County

1011)East First Street Sanford, FL 32771

Budget Period: 09/30/2009 - 09/29/2010 Project Period: 09/30/2009 - 09/29/2012

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$299,867 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF SEMINOLE in support of the above referenced project. This award is pursuant to the authority of Section 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

William I Reyes

Grants Management Officer

Division of Grants Management, OPS

Substance Abuse and Mental Health Services Administration

scient I Dufe

See additional information below

SECTION I - AWARD DATA - 1H79TI021531-01

Award Calculation (U.S. Dollars)	
Salaries and Wages	\$49.199
Fringe Benefits	\$15,879
Personnel Costs (Subtotal)	\$65.078
Supplies	\$64,127
Travel Costs	\$13,596
Consortium/Contractual Cost	\$150,186
Other	\$1,000
Direct Cost	\$293,987
Indirect Cost	\$5,880
Approved Budget	\$299,867
Federal Share	\$299,867
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$299.867

SUMMARY TOTALS FOR ALL YEARS		
YR	AMOUNT	
1	\$299,867	
2	\$299,867	
3	\$299,867	

^{*} Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:

93.243

EIN:

1596000856A1

Document Number:

H9TI21531A

Fiscal Year:

2009

IC

CAN

Amount

ΤI

C96T511

\$299,867

TI Administrative Data: PCC: ADRUG-CR / OC: 4145

SECTION II - PAYMENT/HOTLINE INFORMATION - 1H79TI021531-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III - TERMS AND CONDITIONS - 1H79TI021531-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

SECTION IV - TI Special Terms and Condition - 1H79Tl021531-01

REMARKS:

This award approves funding in the amount of \$299,867 as requested in your application dated May 30, 2009

SPECIAL CONDITION(S) OF AWARD:

NONE

SPECIAL TERM(S) OF AWARD:

NONE

STANDARD TERMS OF AWARD:

- 1) This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
- 2) The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
- 3) Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
- 4) The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable.
- 5) By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$196,700 annually.
- 6) "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

7) Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These

records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its subrecipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and onsite program review of grants with significant amounts of Federal funding.

- 8) Per (45 CFR 74.36 and 45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.
- 9) A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at http://www.whitehouse.gov/omb/fedreg/omb-not.html.
- 10) Program Income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form).

Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

- 11) Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA.
- 12) Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. Key staff (or key staff positions, if staff has not been selected) are listed below:

Bessie Lamb, Project Director, @ 100% level of effort Karen Lopez-Feliciano, Clinical Director @ 100% level of effort Robert Kirchner, Evaluator @ 20% level of effort

- 13) None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- 14) Refer to the NoA under Section II (Payment/Hotline Information) regarding the Payment Management System and the HHS Inspector General's Hotline concerning fraud, waste or abuse.
- 15) As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.
- 16) No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).
- 17) RESTRICTIONS ON GRANTEE LOBBYING (Appropriations Act Section 503).

- (a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- (b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- 18) Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

- 19) This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to http://samhsa.gov/grants/trafficking.aspx.
- 20) Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at mike.daniels@samhsa.hhs.gov or 240-276-0759.
- 21) Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all grantees that electronically exchange patient level health information to external entities where national standards exist must:
- A) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult http://www.hhs.gov/healthit for more information, and
- B) Use HIT products (such as electronic health records, personalized health records, and the network components through which they operate and share information) that are certified by the Certification Commission for Healthcare Information Technology (CCHIT) or other recognized certification board, to ensure a minimum level of interoperability or compatibility of health IT products(http://www.cchit.org/). For additional information contact: Jim Kretz (CMHS) at 240-276-1755 or jim.kretz@samhsa.hhs.gov; Richard Thoreson (CSAT) at 240-276-2827 or richard.thoreson@samhsa.hhs.gov; or Sarah Wattenberg (OPPB) at 240-276-2975 or sarah.wattenberg@samhsa.hhs.gov.
- 22) If federal funds are used by the grantee to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

REPORTING REQUIREMENTS:

1) Financial Status Report (FSR), Standard Form 269 (long form) is required on an annual basis and must be submitted for each budget period no later than 90 days after the close of the budget period. The FSR 269 is required for each 12 month period, regardless of the overall length of the approved extension period

authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. If applicable, include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FSR must be prepared on a cumulative basis and all program income must be reported. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272). The FSR may be accessed from the following website at http://www.psc.gov/forms/sf/SF-269.pdf and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

2) Submission of a Programmatic semi-annual Report is due no later than the dates as follows:

1st Report - April 30, 2010 2nd Report - October 31, 2010

- 3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.
- 4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 E: 10th Street Jeffersonvville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

INDIRECT COSTS:

If the grantee chooses to establish an indirect cost rate agreement, it is required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. For additional information, please refer to HHS Grants Policy Statement Section I, pages 23-24.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices, go to the SAMHSA website www.samhsa.gov, then click on "grants"; then click on "Important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery: Division of Grants Management, OPS, SAMHSA 1 Choke Cherry Road,Room 7-1091 Rockville, MD 20857

For Overnight or Direct Delivery: Division of Grants Management, OPS, SAMHSA 1 Choke Cherry Road, Room 7-1091 Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official

Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

Helen Zhou, Grants Specialist

Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410

Seminole County hereby accepts the United States Department of the amount funding in grant Health and Human Services conditions and agrees to the special terms and \$299,867.00 1H79TI021531-01 No. Grant relative to therewith associated Expansion Court Drug Treatment (Seminole County Adult Enhancment).

ATTEST:

MARYANNE MORSE Clerk to the Board County Commissioners of

Seminole County, Florida.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

BOARD OF COUNTY COMMISSIONERS

10-28-09

DALLARI, Chairman

As authorized for execution by the Board of County Commissioners at their Och. 27

regular meeting.

County Attorney

PROJECT REFOCUS, INC. AGREEMENT

THIS AGREEMENT is made and entered this day of	
20, by and between SEMINOLE COUNTY , a political subdivision of	the
State of Florida, whose address is Seminole County Services Buildi	ng,
1101 East First Street, Sanford, Florida 32771, hereinafter referred	to
as the "COUNTY," and PROJECT REFOCUS, INC., a Florida for pro	fit
corporation, whose address is 600 North Highway 17-92, Suite 1	22,
Longwood, Florida 32750, hereinafter referred to as "PROJECT REFOCUS".	

WITNESSETH:

WHEREAS, on September 11, 2009, the United States Department of Health and Human Services, through its Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment awarded a grant to COUNTY in the amount of TWO HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$299,867.00) for expansion and enhancement of the Seminole County Adult Treatment Drug Court Program; and

WHEREAS, PROJECT REFOCUS provides drug and alcohol education and case management services to residents of Seminole County, Florida struggling with substance abuse or dependence problems; and

WHEREAS, the COUNTY has authorized funding of PROJECT REFOCUS, whose programs and services are deemed to serve a COUNTY purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto 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. Term. The term of this Agreement is from October 1, 2009 through September 30, 2010, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

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 written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that PROJECT REFOCUS fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by PROJECT REFOCUS after PROJECT REFOCUS has received notice of termination. Upon said termination, PROJECT REFOCUS shall immediately refund those funds to the COUNTY or otherwise utilize such funds as the COUNTY directs. Any requirements set forth in Sections 7, 8, 9 and 12 hereunder shall survive the term of this Agreement as a whole.

Services 4. Services. PROJECT REFOCUS shall 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 services to residents of Seminole County, Florida with substance abuse problems, as described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. It is understood that PROJECT REFOCUS has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby PROJECT REFOCUS would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification. PROJECT REFOCUS agrees to hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees and agents from and against any and 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 from, allegedly arising from, or in any way related to the provision of services hereunder by PROJECT REFOCUS. This Agreement by PROJECT REFOCUS to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability claims, suits or losses and on damages growing out of same.

Section 7. Insurance.

- (a) PROJECT REFOCUS shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance, General Liability Insurance, and Property Damage Insurance, as will provide the COUNTY with the protection contained in the foregoing Indemnification provision.
- (b) Such policy or policies shall be issued by companies authorized to do business in the State of Florida. PROJECT REFOCUS shall specifically protect the COUNTY by either naming the COUNTY as a named insured under such policies, or, in the alternative, by providing an endorsement in accordance with the Indemnification provision herein. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:
- (1) General Liability Insurance. PROJECT REFOCUS shall carry limits of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for injuries, including accidental or wrongful death to any one person and subject to the same limit for each person, in an

amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on account of one occurrence.

- (2) Property Damage Insurance. PROJECT REFOCUS shall carry limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one claim and in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for property damages on account of any one occurrence.
- (c) Prior to the commencement of services hereunder, PROJECT REFOCUS shall furnish to the COUNTY a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof is received by the COUNTY.
- (d) The maintenance of the insurance coverage set forth herein shall not be construed to limit PROJECT REFOCUS'S liability under the Indemnification provision set forth hereinabove.
- (e) PROJECT REFOCUS agrees to insert the substance of this section, including this paragraph (e) in all subcontracts hereunder.
- Section 8. Billing and Payment. The COUNTY hereby agrees to reimburse PROJECT REFOCUS up to a maximum sum of THIRTY-SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$36,400.00) annually for all services provided hereunder by PROJECT REFOCUS during the term of this Agreement. Said sum is payable in monthly installments upon:
- (a) Receipt by the COUNTY of a payment request, attached hereto and incorporated herein as Exhibit "B". Such request for payment shall only be for services specifically provided for herein; and
- (b) Verification by the Director of the COUNTY's Community Services Department that the services for which reimbursement is sought

are in accordance with service projections as described in Exhibit "A" and that PROJECT REFOCUS has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Michele Saunders, LCSW, Director Seminole County Department of Community Services 534 West Lake Mary Boulevard Sanford, FL 32773

Section 9. Reporting Requirements.

- (a) PROJECT REFOCUS shall submit all data and information set forth in Exhibit "A" to the E-Court data system within five (5) days after contact with each client.
- (b) PROJECT REFOCUS shall report any additional performance and outcome measures to the Eighteenth Judicial Circuit's Drug Court Coordinator as required by the COUNTY's Drug Court Evaluator. PROJECT REFOCUS shall submit the data referenced herein to the Drug Court Evaluator on a quarterly basis.
- (c) PROJECT REFOCUS shall submit such additional information as required by the COUNTY to assess program effectiveness.

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

Section 11. Access to Records. PROJECT REFOCUS shall allow the COUNTY, its duly authorized agent and the public access to such of PROJECT REFOCUS'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

Section 12. Audit. PROJECT REFOCUS shall submit to the COUNTY an annual audit report during the term of this Agreement on or before December 31, 2010, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Records and Reports. PROJECT REFOCUS shall maintain a client record file with detailed records for each client served. PROJECT REFOCUS shall include the following in each client file:

- (a) Assessment Report;
- (b) Treatment Plan;
- (c) Treatment progress notes with date, including beginning and ending times for each service delivered;
 - (d) Discharge Plan;
 - (e) Client consent forms for treatment compliance; and
 - (f) Applicable releases of information.

Furthermore, PROJECT REFOCUS must maintain on file a current job description for the Case Manager position funded wholly or partially hereunder.

Section 14. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Director, Seminole County Department of Community Services Seminole County Services Building 1101 East First Street Sanford, Florida 32771

FOR PROJECT REFOCUS

Michael Kramer, Esq. Project Refocus, Inc. Post Office Box 181268 Casselberry, Florida 32718

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

Section 15. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, PROJECT REFOCUS shall comply with the Notice of Award issued to COUNTY attached hereto and incorporated herein as Exhibit "C" and all applicable Federal and State 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 the foregoing statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to PROJECT REFOCUS as provided hereinabove.

Section 17. Equal Opportunity. PROJECT REFOCUS agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole

County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 19. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision 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 or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

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

Section 21. Independent Contractor.

- (a) It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of PROJECT REFOCUS to the COUNTY is that of independent contractor and not that of employee.
- (b) No statement contained in this Agreement shall be construed so as to find PROJECT REFOCUS, including its officers, employees and agents, an employee of the COUNTY, and PROJECT REFOCUS, its officers, employees and agents shall not be entitled to the rights, privileges or benefits of COUNTY employees.

Section 22. Conflict of Interest.

- (a) PROJECT REFOCUS 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 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) PROJECT REFOCUS hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of PROJECT REFOCUS 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, PROJECT REFOCUS hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

Section 23. 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.

[Balance of this page intentionally blank; signatory page follows]

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.

WITHERSES Order

GIGNATUPam Perdue

PRINT NAME

SIGNATURE HOLD MCCuller

PROJECT REFORMS

The same of the sa

MICHAEL KRAMER, President

Date: 12/21/00

(Corporate Seal)

STATE OF FLORIDA) COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 1 day of 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL KRAMER as President of PROJECT REFOCUS, INC., a men profit corporation organized under the laws of the State of Florida, who is personally known to me or who has produced arrivers intense as identification and did take an oath. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation, and that he also affixed thereto the official seal of the corporation.

NOTARY PUBLIC

(Notary Seal)

Print Name

Notary Public in and for the County

and State Aforementioned My commission expires:

[Balance of this page intentionally blank; signatory page continues on Page 11]



Project Refocus, Inc. Agreement Page 10 of 11

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	BOB DALLARI, Chairman
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, 200, regular meeting.
County Attorney	

SED/dre 12/10/09

3 Attachments:

Exhibit "A" - Scope of Services
Exhibit "B" - Payment Request Form
Exhibit "C" - Notice of Award
P:\Users\lkennedy\My Documents\Community Services\Project Refocus 09.doc



EXHIBIT A: Scope of Services, Data Collection for Performance and Outcome Measures

Agency: Project Refocus, Inc.

SCOPE OF SERVICES:

Services to be delivered: Case Management

General Description: Case Management services for those who have been ordered by the Adult Drug Court. The case manager is responsible for obtaining bi-weekly progress reports for each drug court participant reflecting their attendance and progress in treatment administrative, organizational and clerical support. Plan, guide and assist drug court participants with linkages to education, vocational and other community programs and services. The case manager will be responsible for bringing program and drug court participant issues to the Drug Court Coordinator to determine appropriate action.

Examples of Work Performed

(Note: The omission of specific statements does not preclude management from assigning specific duties not listed herein if such duties are a logical assignment to the position.)

- Obtain referrals from the Drug Court Coordinator
- Schedule appointments with drug court participants to set up treatment
- Report on drug court participants' home/residential statue, school status, assist with enrollment in school or GED program, daily urinalysis status
- Determine participants needs, wants, strengths, goals and resources; from the assessment to determine participants' psychosocial situation
- Provide supervision and follow up of the drug court participant in the community, home, and school
- Provide referrals to ancillary services when necessary
- Identify services and supports needed for the participant to meet individual goals
- Compile bi-weekly report summaries and updates to Drug Court Coordinator
- Maintain and file all paperwork; make copies and for distribution to appropriate court and treatment staff personnel
- Attend treatment staffing meetings and other professional meetings to exchange information; attend technical or professional classes or conferences, workshops or seminars to improve skills
- Perform other duties as requested by the drug court team members and the drug court coordinator

Education/Experience: Bachelor's Degree and two years of experience in substance abuse treatment or any equivalent combination of training and experience which provides the required skills, knowledge and abilities. Additional relevant substance abuse case work experience may substitute for the recommended educational level on a year-for-year basis

Number of hours delivered: 2080: 75% Direct Services and 25% Administrative

Staffing: 1 FTE

Target Population: People who are considered indigent and unable to pay for the service and have been ordered to this service via Adult Drug Court

DATA COLLECTION for PERFORMANCE AND OUTCOME MEASURES:

Client demographics
Number of clients served
Number of clients who followed through with treatment services
Number of clients who completed Adult Drug Court program
And any additional information identified by the Drug Court Evaluator

EXHIBIT B

Seminole County Community Services Adult Drug Court Service Invoice

Agency Name: Project Refocus, Inc	Agency	Name:	Project	Refocus,	Inc.
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Amount of Contract: \$36,400

Cost per Hour: \$17.50

Month:

Total number of clients served this month:

List clients served with an associated client or case number (do not provide client name) and/or Administrative Time	Number of Hours Delivered	Cost Per Hour	Total Cost
Total Amount of Invoice:			

Please attach time sheets that are signed by the employee and supervisor verifying that the hours delivered were provided to Adult Drug Court clients only.

Please remit invoices to: Michele Saunders, LCSW Community Services Director 534 W. Lake Mary Blvd. Sanford, FL 32773

For County Staff Only	
Date Received (original)	
Date Reviewed for Completeness	
Date Processed	
Annual Audit Date	



Notice of Award

Issue Date: 09/11/2009

Adult Drug Treatment Courts Department of Health and Human Services

Substance Abuse and Mental Health Services Administration

Center for Substance Abuse Treatment

Grant Number: 1H79Tl021531-01

Program Director: Bessie Lamb

Project Title: Seminole County Adult Treatment Drug Court Expansion & Enhanc

Grantee Address

COUNTY OF SEMINOLE Director, Community Services

1011)East First Street Sanford, FL 32771

Business Address

Grants Administrator Seminole County 101 DEast First Street

Sanford, FL 32771

Budget Period: 09/30/2009 - 09/29/2010 Project Period: 09/30/2009 - 09/29/2012

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$299,867 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF SEMINOLE in support of the above referenced project. This award is pursuant to the authority of Section 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

William I Reyes

Grants Management Officer

Division of Grants Management, OPS

Substance Abuse and Mental Health Services Administration

ion I Dels

See additional information below

SECTION I - AWARD DATA - 1H79TI021531-01

Award Calculation (U.S. Dollars)	
Salaries and Wages	\$49,199
Fringe Benefits	\$15,879
Personnel Costs (Subtotal)	\$65,078
Supplies	\$64,127
Travel Costs	\$13,596
Consortium/Contractual Cost	\$150,186
Other	\$1,000
Direct Cost	\$293,987
Indirect Cost	\$5,880
Approved Budget	\$299,867
Federal Share	\$299.867
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$299,867

	SUMMARY TOTALS FOR ALL YEARS
YR	AMOUNT
1	\$299,867
2	\$299,867
3	\$299,867

^{*} Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:

93.243

EIN:

1596000856A1

Document Number:

H9TI21531A

Fiscal Year:

2009

IC

CAN

Amount

Tl

C96T511

\$299,867

TI Administrative Data:

PCC: ADRUG-CR / OC: 4145

SECTION II - PAYMENT/HOTLINE INFORMATION - 1H79TI021531-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III - TERMS AND CONDITIONS - 1H79TI021531-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.

b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.

c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.

d. The HHS Grants Policy Statement.

e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

SECTION IV - TI Special Terms and Condition - 1H79Tl021531-01

REMARKS:

This award approves funding in the amount of \$299,867 as requested in your application dated May 30, 2009.

SPECIAL CONDITION(S) OF AWARD:

NONE

SPECIAL TERM(S) OF AWARD:

NONE

STANDARD TERMS OF AWARD:

- 1) This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
- 2) The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
- 3) Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
- 4) The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable.
- 5) By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$196,700 annually.
- 6) "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

7) Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These

records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its subrecipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and onsite program review of grants with significant amounts of Federal funding.

- 8) Per (45 CFR 74.36 and 45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.
- 9) A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at http://www.whitehouse.gov/omb/fedreg/omb-not.html.
- 10) Program Income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form).

Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

- 11) Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA.
- 12) Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. Key staff (or key staff positions, if staff has not been selected) are listed below:

Bessie Lamb, Project Director, @ 100% level of effort Karen Lopez-Feliciano, Clinical Director @ 100% level of effort Robert Kirchner, Evaluator @ 20% level of effort

- 13) None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- 14) Refer to the NoA under Section II (Payment/Hotline Information) regarding the Payment Management System and the HHS Inspector General's Hotline concerning fraud, waste or abuse.
- 15) As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.
- 16) No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).
- 17) RESTRICTIONS ON GRANTEE LOBBYING (Appropriations Act Section 503).

- (a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- (b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- 18) Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

- 19)This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to http://samhsa.gov/grants/trafficking.aspx.
- 20) Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at mike.daniels@samhsa.hhs.gov or 240-276-0759.
- 21) Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all grantees that electronically exchange patient level health information to external entities where national standards exist must:
- A) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult http://www.hhs.gov/healthit for more information, and
- B) Use HIT products (such as electronic health records, personalized health records, and the network components through which they operate and share information) that are certified by the Certification Commission for Healthcare Information Technology (CCHIT) or other recognized certification board, to ensure a minimum level of interoperability or compatibility of health IT products(http://www.cchit.org/). For additional information contact: Jim Kretz (CMHS) at 240-276-1755 or jim.kretz@samhsa.hhs.gov; Richard Thoreson (CSAT) at 240-276-2827 or richard.thoreson@samhsa.hhs.gov; or Sarah Wattenberg (OPPB) at 240-276-2975 or sarah.wattenberg@samhsa.hhs.gov.
- 22) If federal funds are used by the grantee to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

REPORTING REQUIREMENTS:

1) Financial Status Report (FSR), Standard Form 269 (long form) is required on an annual basis and must be submitted for each budget period no later than 90 days after the close of the budget period. The FSR 269 is required for each 12 month period, regardless of the overall length of the approved extension period

authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. If applicable, include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FSR must be prepared on a cumulative basis and all program income must be reported. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272). The FSR may be accessed from the following website at http://www.psc.gov/forms/sf/SF-269.pdf and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

2) Submission of a Programmatic semi-annual Report is due no later than the dates as follows:

1st Report - April 30, 2010 2nd Report - October 31, 2010

- 3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.
- 4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 E: 10th Street Jeffersonvville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

INDIRECT COSTS:

If the grantee chooses to establish an indirect cost rate agreement, it is required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. For additional information, please refer to HHS Grants Policy Statement Section I, pages 23-24.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices, go to the SAMHSA website www.samhsa.gov, then click on "grants"; then click on "Important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery: Division of Grants Management, OPS, SAMHSA 1 Choke Cherry Road,Room 7-1091 Rockville, MD 20857

For Overnight or Direct Delivery: Division of Grants Management, OPS, SAMHSA 1 Choke Cherry Road, Room 7-1091 Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official

Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

Helen Zhou, Grants Specialist

Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410

Seminole County hereby accepts the United States Department of amount funding in the Services grant Human Health and conditions and terms the special and agrees to \$299,867.00 1H79TI021531-01 No. Grant relative to therewith associated Expansion Court Drug Treatment (Seminole County Adult Enhancment).

ATTEST:

MARYANNE MORSE

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

BOARD OF COUNTY COMMISSIONERS
SEMINOT CONTY LORIDA

Ву:_

BOB DALLARI, Chairman

Date: October 39, 2009

As authorized for execution by the Board of County Commissioners at their <u>Oct. 27</u>, 20<u>09</u> regular meeting.

Sman E. Detruck 10-28-09

County Attorney

HOPE AND HELP CENTER OF CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this _____ day of ______,

20_____, by and between SEMINOLE COUNTY, a political subdivision of the

State of Florida, whose address is Seminole County Services Building,

1101 East First Street, Sanford, Florida 32771, hereinafter referred to

as the "COUNTY," and HOPE AND HELP CENTER OF CENTRAL FLORIDA, INC., a

Florida not-for-profit corporation, whose address is 1935 Woodcrest

Drive, Winter Park, Florida 32732, hereinafter referred to as the

"CENTER".

WITNESSETH:

WHEREAS, on September 11, 2009, the United States Department of Health and Human Services, through its Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment awarded a grant to COUNTY in the amount of TWO HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$299,867.00) for expansion and enhancement of the Seminole County Adult Treatment Drug Court Program; and

WHEREAS, the CENTER provides HIV/AIDS testing, educational and support services to residents of Seminole County, Florida living with the HIV/AIDS disease; and

WHEREAS, the COUNTY has authorized funding of the CENTER, whose programs and services are deemed to serve a COUNTY purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto 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. Term. The term of this Agreement is from October 1, 2009 through September 30, 2010, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

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 written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that the CENTER fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the CENTER after the CENTER has received notice of termination. Upon said termination, the CENTER shall immediately refund those funds to the COUNTY or otherwise utilize such funds as the COUNTY directs. Any requirements set forth in Sections 7, 8, 9 and 12 hereunder shall survive the term of this Agreement as a whole.

Services 4. Services. The CENTER shall 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 services to residents of Seminole County, Florida with substance abuse problems, as described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. It is understood that CENTER has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby CENTER would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification. The CENTER agrees to hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees and agents from and against any and 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 from, allegedly arising from, or in any way related to the provision of services hereunder by the CENTER. This Agreement by the CENTER to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability claims, suits or losses and on damages growing out of same.

Section 7. Insurance.

- (a) The CENTER shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance General Liability Insurance, and Property Damage Insurance, as will provide the COUNTY with the protection contained in the foregoing Indemnification provision.
- (b) Such policy or policies shall be issued by companies authorized to do business in the State of Florida. The CENTER shall specifically protect the COUNTY by either naming the COUNTY as a named insured under such policies, or, in the alternative, by providing an endorsement in accordance with the Indemnification provision herein. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:
- (1) General Liability Insurance. The CENTER shall carry limits of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for injuries, including accidental or wrongful death to any one person and subject to the same limit for each person, in an

amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on account of one occurrence.

- (2) Property Damage Insurance. The CENTER shall carry limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one claim and in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for property damages on account of any one occurrence.
- (c) Prior to the commencement of services hereunder, the CENTER shall furnish to the COUNTY a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof is received by the COUNTY.
- (d) The maintenance of the insurance coverage set forth herein shall not be construed to limit the CENTER'S liability under the Indemnification provision set forth hereinabove.
- (e) The CENTER agrees to insert the substance of this section, including this paragraph (e) in all subcontracts hereunder.
- Section 8. Billing and Payment. The COUNTY hereby agrees to reimburse the CENTER up to a maximum sum of ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$1,250.000) annually for all services provided hereunder by the CENTER during the term of this Agreement. Said sum is payable in monthly installments upon:
- (a) Receipt by the COUNTY of a payment request, attached hereto and incorporated herein as Exhibit "B". Such request for payment shall only be for services specifically provided for herein; and
- (b) Verification by the Director of the COUNTY's Community
 Services Department that the services for which reimbursement is sought

are in accordance with service projections as described in Exhibit "A" and that the CENTER has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Michele Saunders, LCSW, Director Seminole County Department of Community Services 534 West Lake Mary Boulevard Sanford, FL 32773

Section 9. Reporting Requirements.

- (a) The CENTER shall submit all data and information set forth in Exhibit "A" to the E-Court data system within five (5) days after contact with each client.
- (b) The CENTER shall report any additional performance and outcome measures to the Eighteenth Judicial Circuit's Drug Court Coordinator as required by the COUNTY's Drug Court Evaluator. The CENTER shall submit the data referenced herein to the Drug Court Evaluator on a quarterly basis.
- (c) The CENTER shall submit such additional information as required by the COUNTY to assess program effectiveness.

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

Section 11. Access to Records. The CENTER shall allow the COUNTY, its duly authorized agent and the public access to such of the CENTER'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

Section 12. Audit. The CENTER shall submit to the COUNTY an annual audit report during the term of this Agreement on or before December 31, 2010, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Records and Reports. The CENTER shall maintain a client record file with detailed records for each client served. The CENTER shall include the following in each client file:

- (a) Risk Assessment Report;
- (b) Test results;
- (c) Client contact with date for each service delivered;
- (d) Aftercare recommendation,
- (e) Client consent forms for services; and
- (f) Applicable releases of information.

Section 14. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Director, Seminole County Department of Community Services Seminole County Services Building 1101 East First Street Sanford, Florida 32771

FOR CENTER

Marilyn Carifi, Executive Director Hope and Help Center of Central Florida, Inc. 1935 Woodcrest Drive Winter Park, Florida 32792 Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 15. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CENTER shall comply with the Notice of Award issued to COUNTY attached hereto and incorporated herein as Exhibit "C" and all applicable Federal and State 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 the foregoing statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CENTER as provided hereinabove.

Section 17. Equal Opportunity. The CENTER agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 19. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any

express provision 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 or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

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

Section 21. Independent Contractor.

- (a) It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of the CENTER to the COUNTY is that of independent contractor and not that of employee.
- (b) No statement contained in this Agreement shall be construed so as to find the CENTER, including its officers, employees and agents, an employee of the COUNTY, and the CENTER, its officers, employees and agents shall not be entitled to the rights, privileges or benefits of COUNTY employees.

Section 22. Conflict of Interest.

(a) CENTER 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 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) CENTER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of CENTER 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, CENTER hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

Section 23. 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.

[Balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

ATTEST:

HOPE AND HELP CENTER OF CENTRAL FLORIDA, INC.

By:

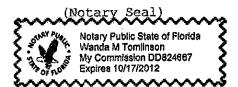
THEARON SCURLOCK, President

(Corporate Seal)

Date:

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this Ast day of December, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared THEARON SCURLOCK and Moving County, as President and Secretary, respectively, of HOPE AND HELP CENTER OF CENTRAL, FLORIDA, INC., a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced Set Personally was identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.



NOTARY PUBLIC
Print Name Winda M. Tom Misor
Notary Public in and for the County
and State Aforementioned
My commission expires: 10 11 2012

[Balance of this page intentionally blank; signatory page continues on Page 11]:

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	BOB DALLARI, Chairman
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, 200, regular meeting.

County Attorney

SED/dre 12/10/09

3 Attachments:

Exhibit "A" - Scope of Services
Exhibit "B" - Payment Request Form
Exhibit "C" - Notice of Award
P:\Users\lkennedy\My Documents\Community Services\Hope and Help center 09.doc



EXHIBIT A: Scope of Services, Data Collection and Performance and Outcome Measures

Agency: Hope and Help Center of Central Florida, Inc.

SCOPE OF SERVICES:

Services to be delivered: HIV/AIDS Testing and Education

Number of units delivered (clients to be served): 50

Reimbursement rate per service: \$25 per client

Target Population: People who are considered indigent and unable to pay for the service and

have been ordered to this service via Adult Drug Court

DATA COLLECTION for PERFORMANCE AND OUTCOME MEASURES:

Client demographics
Number of clients served
Number of clients who followed through
Number of clients who dropped out
Test results
Number of clients who completed education
And any additional information identified by the Dru

And any additional information identified by the Drug Court Evaluator

Seminole County Community Services Adult Drug Court Service Invoice

Agency Name: Hope and Help Center of Central Florida, Inc.

Amount of Contract: \$1,250.00

Cost per Unit: \$25.00

Month:

Total number of clients served this month:

List clients served with an associated	Cost per	Total Cost
client or case number (do not provide client name)	Unit	
Total Amount of Invoice:		

For County Staff Only	
Date Received (original)	
Date Reviewed for Completeness	
Date Processed	
Annual Audit Date	



Notice of Award

Issue Date: 09/11/2009

Adult Drug Treatment Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Grant Number: 1H79Tl021531-01

EXHIBIT C

Program Director: Bessie Lamb

Project Title: Seminole County Adult Treatment Drug Court Expansion & Enhanc

Grantee Address

COUNTY OF SEMINOLE
Director, Community Services

1011 East First Street Sanford, FL 32771 **Business Address**

Grants Administrator Seminole County 1011)East First Street Sanford, FL 32771

Budget Period: 09/30/2009 - 09/29/2010 Project Period: 09/30/2009 - 09/29/2012

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$299,867 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF SEMINOLE in support of the above referenced project. This award is pursuant to the authority of Section 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

William I Reyes

Grants Management Officer

Division of Grants Management, OPS

telled I trys

Substance Abuse and Mental Health Services Administration

See additional information below

SECTION I - AWARD DATA - 1H79TI021531-01

Award Calculation (U.S. Dollars)	*
Salaries and Wages	\$49,199
Fringe Benefits	\$15,879
Personnel Costs (Subtotal)	\$65,078
Supplies	\$64,127
Travel Costs	\$13,596
Consortium/Contractual Cost	\$150,186
Other	\$1,000
Direct Cost	\$293,987
Indirect Cost	\$5,880
Approved Budget	\$299,867
Federal Share	\$299,867
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$299,867

	SUMMARY TOTALS FOR ALL YEARS
YR	AMOUNT
1	\$299,867
2	\$299,867
3	\$299,867

^{*} Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:

93.243

EIN:

1596000856A1

Document Number:

H9TI21531A

Fiscal Year:

IC ΤI

CAN C96T511

Amount \$299,867

TI Administrative Data:

PCC: ADRUG-CR / OC: 4145

SECTION II - PAYMENT/HOTLINE INFORMATION - 1H79TI021531-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support - Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III - TERMS AND CONDITIONS - 1H79TI021531-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.

- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.

d. The HHS Grants Policy Statement.

e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

SECTION IV - TI Special Terms and Condition - 1H79Tl021531-01

REMARKS:

This award approves funding in the amount of \$299,867 as requested in your application dated May 30, 2009.

SPECIAL CONDITION(S) OF AWARD:

NONE

SPECIAL TERM(S) OF AWARD:

NONE

STANDARD TERMS OF AWARD:

- 1) This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
- 2) The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
- 3) Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General -- Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
- 4) The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable.
- 5) By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$196,700 annually.
- 6) "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

7) Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its subrecipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and onsite program review of grants with significant amounts of Federal funding.

- 8) Per (45 CFR 74.36 and 45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.
- 9) A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at http://www.whitehouse.gov/omb/fedreg/omb-not.html.
- 10) Program Income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form).

Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

- 11) Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA.
- 12) Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. Key staff (or key staff positions, if staff has not been selected) are listed below:

Bessie Lamb, Project Director, @ 100% level of effort Karen Lopez-Feliciano, Clinical Director @ 100% level of effort Robert Kirchner, Evaluator @ 20% level of effort

- 13) None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- 14) Refer to the NoA under Section II (Payment/Hotline Information) regarding the Payment Management System and the HHS Inspector General's Hotline concerning fraud, waste or abuse.
- 15) As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.
- 16) No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).
- 17) RESTRICTIONS ON GRANTEE LOBBYING (Appropriations Act Section 503).

- (a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- (b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- 18) Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

- 19) This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to http://samhsa.gov/grants/trafficking.aspx.
- 20) Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at mike.daniels@samhsa.hhs.gov or 240-276-0759.
- 21) Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all grantees that electronically exchange patient level health information to external entities where national standards exist must:
- A) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult http://www.hhs.gov/healthit for more information, and
- B) Use HIT products (such as electronic health records, personalized health records, and the network components through which they operate and share information) that are certified by the Certification Commission for Healthcare Information Technology (CCHIT) or other recognized certification board, to ensure a minimum level of interoperability or compatibility of health IT products(http://www.cchit.org/). For additional information contact: Jim Kretz (CMHS) at 240-276-1755 or jim.kretz@samhsa.hhs.gov; Richard Thoreson (CSAT) at 240-276-2827 or richard.thoreson@samhsa.hhs.gov; or Sarah Wattenberg (OPPB) at 240-276-2975 or sarah.wattenberg@samhsa.hhs.gov.
- 22) If federal funds are used by the grantee to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

REPORTING REQUIREMENTS:

1) Financial Status Report (FSR), Standard Form 269 (long form) is required on an annual basis and must be submitted for each budget period no later than 90 days after the close of the budget period. The FSR 269 is required for each 12 month period, regardless of the overall length of the approved extension period

authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. If applicable, include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FSR must be prepared on a cumulative basis and all program income must be reported. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272). The FSR may be accessed from the following website at http://www.psc.gov/forms/sf/SF-269.pdf and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

2) Submission of a Programmatic semi-annual Report is due no later than the dates as follows:

1st Report - April 30, 2010 2nd Report - October 31, 2010

- 3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.
- 4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 E: 10th Street Jeffersonvville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

INDIRECT COSTS:

If the grantee chooses to establish an indirect cost rate agreement, it is required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. For additional information, please refer to HHS Grants Policy Statement Section I, pages 23-24.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices, go to the SAMHSA website www.samhsa.gov, then click on "grants"; then click on "Important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery.
Division of Grants Management,
OPS, SAMHSA
1 Choke Cherry Road,Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery: Division of Grants Management, OPS, SAMHSA 1 Choke Cherry Road, Room 7-1091 Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official

Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

Helen Zhou, Grants Specialist

Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410

Seminole County hereby accepts the United States Department of amount funding Health and Human Services grant in the conditions \$299,867.00 and agrees to the special terms and 1H79TI021531-01 No. Grant to relative associated therewith Expansion Court Drug (Seminole County Adult Treatment Enhancment).

ATTEST:		
7		
MARYANNE		7
Clerk to	the Board	f
County Co	ommissioners	of
Seminole	County, Flb	rida.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

BOARD OF COUNTY COMMISSIONERS
SEMINOL COUNTY LORIDA

Y:
BOB DALLARI, Chairman

Date: October 29, 2005

As authorized for execution by the Board of County Commissioners at their 0.6.27, 2009 regular meeting.

Sman E. Datud 10-28-0 County Attorney

HUMAN SERVICES ASSOCIATES, INC. AGREEMENT

THIS AGREEMENT is made and entered this day of,
20, by and between SEMINOLE COUNTY , a political subdivision of the
State of Florida, whose address is Seminole County Services Building,
1101 East First Street, Sanford, Florida 32771, hereinafter referred to
as the "COUNTY," and HUMAN SERVICES ASSOCIATES, INC., a Florida not-for-
profit corporation, whose address is 1703 West Colonial Drive, Orlando,
Florida 32804, hereinafter referred to as "HUMAN SERVICES".

WITNESSETH:

WHEREAS, on September 11, 2009, the United States Department of Health and Human Services, through its Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment awarded a grant to COUNTY in the amount of TWO HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$299,867.00) for expansion and enhancement of the Seminole County Adult Treatment Drug Court Program; and

WHEREAS, HUMAN SERVICES provides case management services to residents of Seminole County, Florida with substance abuse and/or dependency problems; and

WHEREAS, the COUNTY has authorized funding of HUMAN SERVICES, whose programs and services are deemed to serve a COUNTY purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto 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. Term. The term of this Agreement is from October 1, 2009 through September 30, 2010, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

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 written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that HUMAN SERVICES fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by HUMAN SERVICES after HUMAN SERVICES has received notice of termination. Upon said termination, HUMAN SERVICES shall immediately refund those funds to the COUNTY or otherwise utilize such funds as the COUNTY directs. Any requirements set forth in Sections 7, 8, 9 and 12 hereunder shall survive the term of this Agreement as a whole.

Services 4. Services. HUMAN SERVICES shall 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 services to residents of Seminole County, Florida with substance abuse problems, as described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. It is understood that HUMAN SERVICES has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby HUMAN SERVICES would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification. HUMAN SERVICES agrees to hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees and agents from and against any and 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 from, allegedly arising from, or in any way related to the provision of services hereunder by HUMAN SERVICES. This Agreement by HUMAN SERVICES to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability claims, suits or losses and on damages growing out of same.

Section 7. Insurance.

- (a) HUMAN SERVICES shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance, General Liability Insurance, and Property Damage Insurance, as will provide the COUNTY with the protection contained in the foregoing Indemnification provision.
- (b) Such policy or policies shall be issued by companies authorized to do business in the State of Florida. HUMAN SERVICES shall specifically protect the COUNTY by either naming the COUNTY as a named insured under such policies, or, in the alternative, by providing an endorsement in accordance with the Indemnification provision herein. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:
- (1) General Liability Insurance. HUMAN SERVICES shall carry limits of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for injuries, including accidental or wrongful death to any one person and subject to the same limit for each person, in an

amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on account of one occurrence.

- (2) Property Damage Insurance. HUMAN SERVICES shall carry limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one claim and in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for property damages on account of any one occurrence.
- (c) Prior to the commencement of services hereunder, HUMAN SERVICES shall furnish to the COUNTY a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof is received by the COUNTY.
- (d) The maintenance of the insurance coverage set forth herein shall not be construed to limit HUMAN SERVICES'S liability under the Indemnification provision set forth hereinabove.
- (e) HUMAN SERVICES agrees to insert the substance of this section, including this paragraph (e) in all subcontracts hereunder.
- Section 8. Billing and Payment. The COUNTY hereby agrees to reimburse HUMAN SERVICES up to a maximum sum of NINETY-FIVE THOUSAND FOUR HUNDRED THREE AND NO/100 DOLLARS (\$95,403.00) annually for all services provided hereunder by HUMAN SERVICES during the term of this Agreement. Said sum is payable in monthly installments upon:
- (a) Receipt by the COUNTY of a payment request, attached hereto and incorporated herein as Exhibit "B". Such request for payment shall only be for services specifically provided for herein; and
- (b) Verification by the Director of the COUNTY's Community Services Department that the services for which reimbursement is sought

are in accordance with service projections as described in Exhibit "A" and that HUMAN SERVICES has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Michele Saunders, LCSW, Director Seminole County Department of Community Services 534 West Lake Mary Boulevard Sanford, FL 32773

Section 9. Reporting Requirements.

- (a) HUMAN SERVICES shall submit all data and information set forth in Exhibit "A" to the E-Court data system within five (5) days after contact with each client.
- (b) HUMAN SERVICES shall report any additional performance and outcome measures to the Eighteenth Judicial Circuit's Drug Court Coordinator as required by the COUNTY's Drug Court Evaluator. HUMAN SERVICES shall submit the data referenced herein to the Drug Court Evaluator on a quarterly basis.
- (c) HUMAN SERVICES shall submit such additional information as required by the COUNTY to assess program effectiveness.

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

Section 11. Access to Records. HUMAN SERVICES shall allow the COUNTY, its duly authorized agent and the public access to such of HUMAN SERVICES'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

Section 12. Audit. HUMAN SERVICES shall submit to the COUNTY an annual audit report during the term of this Agreement on or before December 31, 2010, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Records and Reports. HUMAN SERVICES shall maintain a client record file with detailed records for each client served. HUMAN SERVICES shall include the following in each client file:

- (a) Assessment Report;
- (b) Intervention Plan;
- (c) Summary notes with date, including beginning and ending times for each service delivered;
 - (d) Discharge/Transfer Plan;
- (e) Applicable consent forms and releases of information.

 Furthermore, HUMAN SERVICES must maintain on file current job descriptions for the Case Manager, Drug Court Coordinator and Administrative Assistant positions funded wholly or partially hereunder.

Section 14. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Director, Seminole County Department of Community Services Seminole County Services Building 1101 East First Street Sanford, Florida 32771

FOR HUMAN SERVICES

Mary Johnson Human Services Associates, Inc. 1703 West Colonial Drive Orlando, Florida 32804

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

Section 15. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, HUMAN SERVICES shall comply with the Notice of Award issued to COUNTY attached hereto and incorporated herein as Exhibit "C" and all applicable Federal and State 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 the foregoing statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to HUMAN SERVICES as provided hereinabove.

Section 17. Equal Opportunity. HUMAN SERVICES agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole

County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 19. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision 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 or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

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

Section 21. Independent Contractor.

- (a) It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of HUMAN SERVICES to the COUNTY is that of independent contractor and not that of employee.
- (b) No statement contained in this Agreement shall be construed so as to find HUMAN SERVICES, including its officers, employees and agents, an employee of the COUNTY, and HUMAN SERVICES, its officers, employees and agents shall not be entitled to the rights, privileges or benefits of COUNTY employees.

Section 22. Conflict of Interest.

- (a) HUMAN SERVICES 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 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) HUMAN SERVICES hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of HUMAN SERVICES 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, HUMAN SERVICES hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

Section 23. 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.

[Balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

ATTEST:

JOE BEHNKE, Secretary

(Corporate Seal)

HUMAN SERVICES ASSOCIATES, INC.

By:

FRANK FRANCISCO, President

Date: 12 22 09

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 22 day of December, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared FRANK FRANCISCO and JOE BEHNKE, as President and Secretary, respectively, of HUMAN SERVICES ASSOCIATES, INC., a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)



NOTARY PUBLIC
Print Name Wendy H. Cury
Notary Public in and for the County
and State Aforementioned
My commission expires: 07 23 2011

[Balance of this page intentionally blank; signatory page continues on Page 11]

ATTEST:

3 Attachments:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	BOB DALLARI, Chairman
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, 200, regular meeting.
County Attorney	
SED/dre 12/10/09	

Exhibit "A" - Scope of Services
Exhibit "B" - Payment Request Form
Exhibit "C" - Notice of Award
P:\Users\lkennedy\My Documents\Community Services\Human Services Associates 09.doc

EXHIBIT A: Scope of Services, Data Collection for Performance and Outcome Measures

Agency: Human Services Associates, Inc.

SCOPE OF SERVICES

Services to be delivered: Case Management, Drug Court Coordination and Administrative Assistance

Case Management:

General Description: Case Management services for those who have been ordered by the Adult Drug Court. The case manager is responsible for obtaining bi-weekly progress reports for each drug court participant reflecting their attendance and progress in treatment administrative, organizational and clerical support. Plan, guide and assist drug court participants with linkages to education, vocational and other community programs and services. The case manager will be responsible for bringing program and drug court participant issues to the Drug Court Coordinator to determine appropriate action.

Examples of Work Performed

(Note: The omission of specific statements does not preclude management from assigning specific duties not listed herein if such duties are a logical assignment to the position.)

- Obtain referrals from the Drug Court Coordinator
- Schedule appointments with drug court participants to set up treatment
- Report on drug court participants' home/residential statue, school status, assist with enrollment in school or GED program, daily urinalysis status
- Determine participants needs, wants, strengths, goals and resources; from the assessment to determine participants' psychosocial situation
- Provide supervision and follow up of the drug court participant in the community, home, and school
- Provide referrals to ancillary services when necessary
- Identify services and supports needed for the participant to meet individual goals
- Compile bi-weekly report summaries and updates to Drug Court Coordinator
- Maintain and file all paperwork; make copies and for distribution to appropriate court and treatment staff personnel
- Attend treatment staffing meetings and other professional meetings to exchange information;
 attend technical or professional classes or conferences, workshops or seminars to improve skills
- Perform other duties as requested by the drug court team members and the drug court coordinator

Education/Experience: Bachelor's Degree and two years of experience in substance abuse treatment or any equivalent combination of training and experience which provides the required skills, knowledge and abilities. Additional relevant substance abuse casework experience may substitute for the recommended educational level on a year-for-year basis.

Drug Court Coordinator:

General Description: The Drug Court Coordinator will manage the day to day operations of the Adult Drug Court program. The position is responsible for case management; developing, implementing and managing drug court programs; program budget development; developing grant proposals; supervising staff, including, selecting or recommending selection, training, assigning and evaluating work, counseling, disciplining, recommending termination; prepares periodic employee performance evaluations; policy and procedure implementation; and performing related administrative functions. The position works under the supervision of a Trial Court Administrator or other court manager, reporting major activities through period meetings.

Examples of Work Performed

- Supervises staff, including selecting or recommending selection, training, assignment and evaluating work, counseling, disciplining and terminating or recommending termination
- Develops, implements and manages drug court programs within the circuit; serves as liaison for programs with judiciary, constitutional officers, other criminal justice agencies, treatment providers and various community agencies; manages projects of responsibility in compliance with applicable guidelines and regulations
- Researches and develops funding opportunities for drug court programs
- Monitors contractual agreements for services supporting the drug court programs;
 troubleshoots related problems and ensures locating and providing of ancillary services
- Manages the Drug Court e-Court information management system and reviews system data for accuracy; performs data entry to facilitate reporting and evaluation of drug court programs.
 Establishes police and procedures for drug court in accordance with state and federal guidelines; follows the ten key components; implements and updates written drug court program handbooks and manuals.
- Researches, collects and analyzes data of drug court programs; develops and implements drug court programs circuit wide under direction of the Trail Court Administrator and/or Chief Judge; handles judicial, state, county and public information requests pertaining to drug court programs
- Develops and maintains working relationships with drug court team members and their agency leaders; assists team members with operations of their programs. Coordinates training initiatives and opportunities and disseminates training materials to the drug court team; supervises drug court transfers; attends and/or conducts staff, committee, community board, agency and other professional meetings to exchange information; attends technical or professional workshops or seminars to improve professional skills

Education/Experience: Bachelor's Degree in public or business administration, social work, criminal justice, judicial administration, or a closely related social science field; four years of related experience and two years of supervisory and budget experience. Masters Degree in social work or guidance and counseling is desirable.

Administrative Assistant:

General Description: The Administrative Assistant will provide broad administrative, organizational and clerical support. The position is responsible for administrative and clerical tasks of responsibility.

Examples of Work Performed

(Note: The omission of specific statements does not preclude management from assigning specific duties not listed herein if such duties are a logical assignment to the position.)

- Orientate new drug court participants into the drug court program; explain all drug court requirements, confidentiality while gathering personal information for statistical purposes
- Provides administrative support to the court staff in the unit assigned
- Schedule appointments with drug court participants upon request to assess specific need, i.e., food, shelter, clothing; contact community resources to assist participants with special needs
- Assist in facilitating the entry of Drug Court participants into residential facilities; contact residential facilities for updates and status reports of drug court participants
- Inform participants of deadlines of all court-ordered sanctions and court appearances; collect and verify that court ordered sanctions have been completed
- Responsible for scheduling transportation requests to court security and jail for transporting drug court participants from jail to Court or to residential facilities
- Timely compile and enter case management notes and contact information in the drug court automated database; update personal information as needed
- Compile bi-weekly report summaries and updates to drug court team members
- Maintain and file all paperwork; make copies and distribute to appropriate court personnel
- Attend treatment staffing meetings and other professional meetings to exchange information; attend technical or professional classes or conferences, workshops or seminars to improve skills
- Perform other duties as requested by drug court team members and the drug court coordinator

Education/Experience: Bachelor's Degree. Additional relevant experience may substitute for the recommended educational level on a year-for-year basis

Licensure: Agency must be licensed by the State of Florida Alcohol, Drug Abuse and Mental Health Program Office to provide outpatient substance abuse services including counseling and drug testing.

Number of hours delivered:

2080 for Case Management: 75% Direct Services and 25% Administrative 2080 for the full time Administrative Assistant 1040 for the .5 FTE Drug Court Coordinator

Target Population:

For Case Management: People who are considered indigent and unable to pay for the service and have been ordered to this service via Adult Drug Court

For Drug Court Coordinator: All individuals who have been ordered to participate in the Adult Drug Court

DATA COLLECTION for PERFORMANCE AND OUTCOME MEASURES:

Case Manager only:

Client demographics

Number of clients served

Number of clients who followed through with treatment services

Number of clients who completed Adult Drug Court program

And any additional information identified by the Drug Court Evaluator

Seminole County Community Services Adult Drug Court Service Invoice

Agency Name:	Human	Services	Associates,	Inc.
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Service: Case Management

Amount of Contract: \$36,400

Cost Per Hour: \$17.50

Month:

Total number of clients served this month:

List clients served with an associated client or case number (do not provide client name) and/or Administrative Time	Number of Hours Delivered	Cost Per Hour	Total Cost
Total Amount of Invoice:			

Please attach time sheets that are signed by the employee and supervisor verifying that the hours delivered were provided to Adult Drug Court clients only.

For County Staff Only	
Date Received (original)	
Date Reviewed for Completeness	
Date Processed	
Annual Audit Date	

Seminole County Community Services Adult Drug Court Service Invoice

Agency Name:	Human	Services	Associates,	Inc.
--------------	-------	-----------------	-------------	------

Service: Administrative Assistant

Amount of Contract: \$35,640.00

Cost Per Hour: \$17.13

Month:

Total number of clients served this month:

Dates of Service	Number of Hours Delivered	Cost Per Hour	Total Cost
		1.1	
Total Amount of Invoice:		, A	

Please attach time sheets that are signed by the employee and supervisor verifying that the hours delivered were provided to Adult Drug Court clients only.

For County Staff Only	
Date Received (original)	
Date Reviewed for Completeness	
Date Processed	
Annual Audit Date	

Seminole County Community Services Adult Drug Court Service Invoice

Agency Name:	Human	Services	Associates,	Inc.
--------------	-------	----------	-------------	------

Service: Drug Court Coordinator

Amount of Contract: \$23,363.00

Cost Per Hour: \$22.46

Month:

Total number of clients served this month:

Dates of Service	Number of Hours Delivered	Cost Per Hour	Total Cost
Total Amount of Invoice:			

Please attach time sheets that are signed by the employee and supervisor verifying that the hours delivered were provided to Adult Drug Court clients only.

For County Staff Only	
Date Received (original)	
Date Reviewed for Completeness	
Date Processed	
Annual Audit Date	

Notice of Award Issue Date: 09/11/2009



Adult Drug Treatment Courts Department of Health and Human Services Substance Abuse and Mental Health Services Administration

Center for Substance Abuse Treatment

Grant Number: 1H79Tl021531-01

EXHIBIT C

Program Director: Bessie Lamb

Project Title: Seminole County Adult Treatment Drug Court Expansion & Enhanc

Grantee Address

COUNTY OF SEMINOLE Director, Community Services

1011)East First Street Sanford, FL 32771

Business Address

Grants Administrator Seminole County 101DEast First Street Sanford, FL 32771

Budget Period: 09/30/2009 -- 09/29/2010 Project Period: 09/30/2009 - 09/29/2012

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$299,867 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF SEMINOLE in support of the above referenced project. This award is pursuant to the authority of Section 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours

William I Reyes

Grants Management Officer

Division of Grants Management, OPS

Substance Abuse and Mental Health Services Administration

See additional information below

SECTION I - AWARD DATA - 1H79TI021531-01

Award Calculation (U.S. Dollars) Salaries and Wages Fringe Benefits Personnel Costs (Subtotal) Supplies Travel Costs Consortium/Contractual Cost Other	\$49,199 \$15,879 \$65,078 \$64,127 \$13,596 \$150,186 \$1,000
Direct Cost Indirect Cost Approved Budget Federal Share Cumulative Prior Awards for this Budget Period	\$293,987 \$5,880 \$299,867 \$299,867 \$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$299,867

	SUMMARY TOTALS FOR ALL YEARS
YR	AMOUNT
1	\$299,867
2	\$299,867
3	\$299,867

^{*} Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:

93.243

EIN:

1596000856A1

Document Number:

H9TI21531A

Fiscal Year:

2009

IC ΤI CAN C96T511 Amount

\$299,867

TI Administrative Data: PCC: ADRUG-CR / OC: 4145

SECTION II - PAYMENT/HOTLINE INFORMATION - 1H79TI021531-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support - Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III - TERMS AND CONDITIONS - 1H79TI021531-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.

b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.

c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.

d. The HHS Grants Policy Statement.

e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

SECTION IV - TI Special Terms and Condition - 1H79Tl021531-01

REMARKS:

This award approves funding in the amount of \$299,867 as requested in your application dated May 30, 2009

SPECIAL CONDITION(S) OF AWARD:

NONE

SPECIAL TERM(S) OF AWARD:

NONE

STANDARD TERMS OF AWARD:

- 1) This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
- 2) The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
- 3) Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
- 4) The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable.
- 5) By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$196,700 annually.
- 6) "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

7) Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These

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records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its subrecipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and onsite program review of grants with significant amounts of Federal funding.

- 8) Per (45 CFR 74.36 and 45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.
- 9) A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at http://www.whitehouse.gov/omb/fedreg/omb-not.html.
- 10) Program Income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form).

Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

- 11) Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA.
- 12) Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. Key staff (or key staff positions, if staff has not been selected) are listed below:

Bessie Lamb, Project Director, @ 100% level of effort Karen Lopez-Feliciano, Clinical Director @ 100% level of effort Robert Kirchner, Evaluator @ 20% level of effort

- 13) None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- 14) Refer to the NoA under Section II (Payment/Hotline Information) regarding the Payment Management System and the HHS Inspector General's Hotline concerning fraud, waste or abuse.
- 15) As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.
- 16) No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).
- 17) RESTRICTIONS ON GRANTEE LOBBYING (Appropriations Act Section 503).

- (a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- (b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- 18) Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

- 19)This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to http://samhsa.gov/grants/trafficking.aspx.
- 20) Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at mike.daniels@samhsa.hhs.gov or 240-276-0759.
- 21) Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all grantees that electronically exchange patient level health information to external entities where national standards exist must:
- A) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult http://www.hhs.gov/healthit for more information, and
- B) Use HIT products (such as electronic health records, personalized health records, and the network components through which they operate and share information) that are certified by the Certification Commission for Healthcare Information Technology (CCHIT) or other recognized certification board, to ensure a minimum level of interoperability or compatibility of health IT products(http://www.cchit.org/). For additional information contact: Jim Kretz (CMHS) at 240-276-1755 or jim.kretz@samhsa.hhs.gov; Richard Thoreson (CSAT) at 240-276-2827 or richard.thoreson@samhsa.hhs.gov; or Sarah Wattenberg (OPPB) at 240-276-2975 or sarah.wattenberg@samhsa.hhs.gov.
- 22) If federal funds are used by the grantee to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

REPORTING REQUIREMENTS:

1) Financial Status Report (FSR), Standard Form 269 (long form) is required on an annual basis and must be submitted for each budget period no later than 90 days after the close of the budget period. The FSR 269 is required for each 12 month period, regardless of the overall length of the approved extension period Page-5

authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. If applicable, include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FSR must be prepared on a cumulative basis and all program income must be reported. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272). The FSR may be accessed from the following website at http://www.psc.gov/forms/sf/SF-269.pdf and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

2) Submission of a Programmatic semi-annual Report is due no later than the dates as follows:

1st Report - April 30, 2010 2nd Report - October 31, 2010

- 3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.
- 4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 E. 10th Street Jeffersonvville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

INDIRECT COSTS:

If the grantee chooses to establish an indirect cost rate agreement, it is required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. For additional information, please refer to HHS Grants Policy Statement Section I, pages 23-24.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices, go to the SAMHSA website www.samhsa.gov, then click on "grants"; then click on "Important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery:
Division of Grants Management,
OPS, SAMHSA
1 Choke Cherry Road,Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery: Division of Grants Management, OPS, SAMHSA 1 Choke Cherry Road, Room 7-1091 Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official

Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

Helen Zhou, Grants Specialist

Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410

Seminole County hereby accepts the United States Department of funding in the amount Health and Human Services grant and conditions \$299,867.00 and agrees to the special terms 1H79TI021531-01 associated therewith relative to Grant No. Expansion Court (Seminole County Adult Treatment Drug Enhancment).

ATTEST:
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

BOARD OF COUNTY COMMISSIONERS ORIDA DALLARI, Chairman

As authorized for execution by the Board of County Commissioners at their <u>Oct. 27</u>, 20<u>09</u> regular meeting.

Sman E. Detrud 10-28-09 County Attorney

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Adult Drug Court Program - Memorandum of Understanding

DEPARTMENT: Community Services

DIVISION: Administration - Community

<u>Services</u>

AUTHORIZED BY: Michele Saunders CONTACT: Pamela Martin EXT: 2302

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Memorandum of Understanding with the 18th District Judiciary which defines the responsibilities related to the Adult Treatment Drug Court Grant awarded to Seminole County by the Substance Abuse and Mental Health Services Administration.

County-wide Michele Saunders

BACKGROUND:

On October 27, 2009, the Board of County Commissioners approved the terms and conditions for accepting \$899,601.00 in Adult Drug Court Expansion grant funds from the Substance Abuse and Mental Health Services Administration. The information presented to the Board at that time indicated a Memorandum of Understanding (MOU) with the 18th Judicial Circuit Court would be presented to the Board for consideration at a later date. Such MOU detailing the roles and responsibilities of both the County and Court as it relates to the grant is presented for approval at this time.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Memorandum of Understanding with the 18th District Judiciary which defines the responsibilities related to the Adult Treatment Drug Court Grant awarded to Seminole County by the Substance Abuse and Mental Health Services Administration.

ATTACHMENTS:

1. Memorandum of Understanding

Additionally Reviewed By:

- Grant Review (Jennifer Bero, Lisa Spriggs)
- County Attorney Review (Arnold Schneider)

MEMORANDUM OF UNDERSTANDING BETWEEN SEMINOLE COUNTY GOVERNMENT AND 18TH JUDICIAL CIRCUIT COURT

This Memorandum of Understanding ("MOU") is entered into this
day of, 20 between Seminole County, a political
subdivision of the State of Florida whose address is 1101 E. First
St., Sanford, Florida 32771 (the "COUNTY") and the 18th Judicial
Circuit Court in and for Seminole County, Florida whose address is 301
N. Park Ave., Sanford, FL 32771 (the "COURT") for the purpose of
providing Federal grant funding of COURT's Adult Drug Court Expansion
Program as described herein, better assuring grant compliance
reporting and monitoring and further defining the roles and
responsibilities of each party hereto.

Section 1. Mission Statement

The Seminole County Adult Drug Court Program's (the "Program") mission is to unite the judiciary, criminal justice entities, substance abuse treatment providers and the community in a single program that reduces drug use by non-violent offenders, restores them to law-abiding productivity while lessening the fiscal impact on society. The purpose of this MOU is to set forth the requirements relative to utilization of a recently approved United States Department of Health and Human Services ("HHS") Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment Grant (the "Grant") towards a three year expansion of the Program by offering pre-adjudication services to qualified first time, non-violent offenders in addition to post plea/post adjudication

participants. All terms and conditions of this MOU are subject to continued Grant fund availability.

Section 2. Fiscal Terms/Consideration.

This Memorandum of Understanding is in furtherance of COUNTY's receipt of an approved HHS Substance Abuse and Mental Health Service Administration Adult Drug Treatment Courts Grant in the amount of EIGHT HUNDRED NINETY NINE THOUSAND SIX HUNDRED ONE AND NO/100 DOLLARS (\$899,601.00) which is to be disbursed to COUNTY in three equal installments as follows:

Fiscal Year 2009-2010: \$299,867.00

Fiscal Year 2010-2011: \$299,867.00

Fiscal Year 2011-2012: \$299,867.00

COUNTY's provision of such funds for the expansion of COURT's Adult Treatment Drug Court Expansion Program and each party's performance of the terms and conditions hereunder shall constitute the consideration underlying this MOU.

Section 3. COUNTY Responsibilities.

COUNTY, through its Community Services Department agrees to:

- (a) Serve as the lead agency for application, receipt and administration of the Grant supporting the operations of the Adult Drug Court Expansion Program;
- (b) Provide monitoring and oversight for the following activities:
 - (i) Implementation of the expansion and enhancement activities as outlined in the Grant to ensure compliance;

- (ii) Data collection related to performance and outcome
 measure as stated in the Grant;
- (iii) Timely and accurate submission of required reports to the Substance Abuse and Mental Health Service Administration;
- (c) Monitor and address the following twelve (12) elements based on performance and outcome measurement reports submitted:
 - (i) Was the Program implemented as planned?
 - (ii) Is the target population being served?
 - (iii) Have client needs been achieved?
 - (iv) Are Program benchmarks being met?
 - (v) Have the stated goals of the Program been achieved?
 - (vi) Did the implementation strategy result in the intended outcomes?
 - (vii) What are any unintended consequences?
 - (viii) How did any deviations in the implementation affect
 outcomes?
 - (ix) What is the implementation progress compared to one month ago?
 - (x) Are the Program expenditures conforming to the budget plan?
 - (xi) Is the Program cost-effective?
 - (xii) What steps are being taken to fine tune the Program
 for efficiency?
- (d) The Adult Drug Court Coordinator will be responsible for entering required program data into the Center For Substance Abuse

Treatment and the Government Performance and Results Act databases via the GPRA Client Outcome Measure for Discretionary Program website no later than seven (7) business days after the close of each quarter.

(e) The Drug Court Coordinator shall notify both COUNTY and the COURT in writing if any treatment provider under contract with the COUNTY has failed to provide within seven (7) days after the end of the month reporting date any required statistical data and client information as required by the contract between the COUNTY and the treatment provider. It shall be COUNTY's responsibility to obtain the treatment provider's compliance with contractual reporting requirements.

Section 4. COURT's Responsibilities.

- (a) Maintain a designated Adult Drug Court Judge and courtroom for all Adult Drug Court Team meetings and Adult Drug Court proceedings;
- (b) Allow a designated Assistant State Attorney, Assistant Public Defender, an assigned Deputy Sheriff, the Drug Court Coordinator as well as assigned Probation Officers, Case Managers and Forensic Specialists and contracted Treatment Providers to remain as members of the Adult Drug Court Team;
- (c) The Drug Court Judge will also participate as an Adult Drug Court Team member. The Adult Drug Court Judge will make the final decision when consensus cannot be reached by all team members or as may be otherwise appropriate or essential;
- (d) Comply with all Adult Drug Court policies and procedures that have been developed by the current Adult Drug Court Program as

well as the expansion thereof as outlined in the Grant and as previously decided upon by Adult Drug Court Team;

- (e) Collect, maintain and provide to COUNTY key data elements and statistical compilations regarding eligible Program participants as listed below which are required by the Grant for performance and outcome measures but in a manner that preserves Program participants privacy as required by Florida and Federal law:
 - (i) Client demographics;
 - (ii) Substance use;
 - (iii) Family and living conditions;
 - (iv) Employment status;
 - (v) Social connectedness;
 - (vi) Access to treatment;
 - (vii) Retention in treatment;
 - (viii) Criminal justice history and status;
 - (ix) Screenings, admissions and rejections;
 - (xi) Drug test results;
 - (xii) Discharges and graduations;
 - (xiii) Recidivism.
- (f) Maintain treatment files for clients of the Adult Drug
 Court Program;
- (g) Report quarterly performance and outcome measures progress as described in Section 4(e) to Seminole County;
- (h) During the term of this Agreement, ensure timely and accurate submission of the Programmatic Semi-Annual Reports for the

periods ending March $31^{\rm st}$ and September $30^{\rm th}$ as required by the HHS Substance Abuse and Mental Health Service Administration.

Section 5. Mutual Responsibilities.

- (a) Fulfill goals and objectives set forth in the Grant application as summarized in Exhibit "A" hereto which is fully incorporated herein by reference.
- (b) Adherence to the HHS Substance Abuse and Mental Health Service Administration's Terms and Conditions set forth in Exhibit "B" hereto and also fully incorporated herein by reference.
- (c) Develop and implement a sustainability plan for the continuation of the expanded Adult Drug Court Program after the conclusion of the Grant period.

Section 6. Independent Contractors and No Indemnification.

The parties agree that each is acting in an independent contractor capacity and not as an officer, employee, fiduciary or agent of the other. There shall be no indemnification by either party of the other for any reason whatsoever.

Section 7. Term of MOU and Termination.

This MOU shall be deemed to have an effective date of October 1, 2009 irrespective of its actual date of execution and shall have an initial term ending on September 30, 2010. The foregoing notwithstanding, this instrument shall automatically renew for two (2) additional one year terms subject to continued HHS Grant funding in equal amounts for the remaining two terms. If the remaining Grant funds are not disbursed to COUNTY by HHS in fiscal years 2010-2011 or 2011-2012 for any reason, this MOU shall automatically terminate at

the end of the then current term and shall be deemed a mutually agreed upon termination for convenience, without fault on the part of COURT or COUNTY. Termination by either party for any reason shall be preceded by thirty (30) days written notice thereof to the other party.

Section 8. Modification or Amendment of MOU.

Upon mutual consent of the parties, this Memorandum of Understanding is subject to further negotiation and revision as required to support the needs of the Adult Drug Court Program and the level of continued funding over the term hereof. All modifications or amendments to this MOU shall be in writing and signed by the parties herein or their duly appointed representatives authorized to act on their behalf.

Section 9. Notices.



All notices, consents, approvals, and required reports which any party shall be required or shall desire to make or give under this MOU shall be in writing and delivered to the below designated persons by First Class United States mail, facsimile transmission or e-mail with proof of delivery and receipt retained by the sending party.

For COUNTY:

Michele Saunders, Community Services Director 524 W. Lake Mary Blvd. Sanford, FL 32773

Tel: 407-665-2301

E-mail: MSaunders@seminolecountyfl.gov

With a copy to:

Jennifer Bero, Grants Administrator Fiscal Services Department 1101 E. First St. Sanford, FL 32771 E-mail: JBero@seminolecountyfl.gov

For COURTS:

Hon. Donna McIntosh, Circuit Judge Seminole County Criminal Justice Center 101 Bush Blvd. Sanford, FL 32773

E-mail: Donna.McIntosh@flcourts18.org

Section 10. Access and Retention of Public Records.

The parties hereto shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this MOU for a period of five (5) years after the termination date or such longer period as may be required by Federal or State law. The parties shall comply with the public records laws of the State of Florida and the non-confidential portions of such records shall be available for inspection by any person subject to Chapter 119, Florida be construed by any person Statutes. Nothing herein shall requiring the disclosure of statutorily protected confidential and personal information of Adult Drug Court Program participants.

Section 11. Assignment and Third Party Beneficiaries.

Assignment of this MOU by either party is expressly prohibited. There are no third party beneficiaries to this Agreement.

Section 12. Miscellaneous.

- This Memorandum of Understanding constitutes the entire agreement between the parties with respect to the specific matters supersedes previous discussions, all contained herein and understandings, and agreements.
- If any sentence, phrase, paragraph, provision, or portion of this MOU is for any reason held invalid or unconstitutional by any

court of competent jurisdiction, such portion shall be deemed an independent, severable provision and such holding shall not affect the validity of the remaining portions hereof.

(c) The parties certify each to the other that they possess the legal authority to enter into this MOU, that they have done all things necessary as conditions precedent to the execution and acceptance of this MOU with all covenants and assurances contained therein, and that the individuals whose names appear below have full legal authority to execute this instrument and bind their respective parties.

IN WITNESS WHEREOF, the parties hereunder executed this Memorandum of Understanding as of the day and year first written above.

ATTEST:

18th JUDICIAL CIRCUIT COURT

DONNA L. McINTOSH, Presiding Judge Adult Drug Court, 18th Judicial Circuit Court in and for Seminole County, Florida

(SIGNATURES AND ATTESTATIONS CONTINUED ON FOLLOWING PAGE)

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

B	y:
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. Date	BOB DALLARI, Chairman
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 their, 20 regular meeting.
County Attorney Attachment: Exhibit A - Program Goals ar	
Exhibit B - Terms and Condit	cions or Grant

A STATE OF THE STA

AWS/sjs 11/17/09 Revised 11/25/09 (AWS)

 ${\tt P:\Users\backslash aschneider\backslash Agreements\backslash 2009\backslash MOU\ -\ Drug\ Court\ Grant\ Funding\ (AWS)\ .doc}$

EXHIBIT A

The ultimate goals of Adult Drug Courts are to 1) stop the abuse of alcohol and other drugs by adult offenders dependent on AOD, and 2) increase public safety by stopping related criminal behavior. These goals are accomplished by promoting recovery through a coordinated response to these offenders by building a sustainable system of care for adult persons needing treatment drug court services. The objectives to achieve these goals are as follows:

e Measures Data Collected
idates identified # of candidates identified by jail
y jail team or team or State Attorney
ey who enroll in # of indigent candidates
interviewed
enrolled in Drug Court
ts screened and
rug court and
gent and require
slots
dates screened # as first time offenders screened
who are first
l be eligible
ment providers Track and report evidence-based
st two evidence interventions
ntions
SAMHSA
s as total Drug # of veterans, age, # with co-
ant population occurring disorders, name of
le enrollment conflict, rank, branch of service
of women, # with co-occurring
rity enrollment disorders
of minorities, # with co-
occurring disorders
Court Team Training records
MHSA
least one
ning related to
ually # compliance with process
ce with # compliance with program
requirements, up at all # showing up at all required court
therapy # on time to therapy, appointments
cooperating with treatment
g with program and staff, and submitting
am staff, and to regular AOD testing

To reduce recidivism and substance abuse of the clients.	testing 60% of clients who will be employed or in a vocational program at time of successful discharge 75% of clients that demonstrate increased social connectedness 60% of clients who show a reduction in substance use during the program at 6 months post intake 80% of clients who show a reduction in substance use during the program 30 days post successful discharge 10% of clients who reoffend while participating in the program.	# receiving sanctions # completing program # gainfully employed or in a vocational program Pre and Post survey of family and community relationships, involvement in community activities Drug test results (positives vs. negative results) # of participants arrested for non- drug related charges # of participants arrested for drug related charges
	10% participants terminated from program 75% of participants will receive aftercare services	# of participants returned to regular court processing # of participants referred to other agencies # of participants who receive aftercare
To increase community collaboration and develop a plan to sustain the program after the 3-year grant period	25% increase in partnerships of other agencies or stakeholders with Drug Court 100% of Seminole County Mental Health and Substance Abuse Task Force meetings with Drug Court as agenda item One additional source of funding identified annually	Meeting Agendas # of organizations on MHSA Task Force Funding sources reported at MHSA Task Force meetings
Conduct a full process evaluation	Completed evaluation with recommendations	Compile & evaluate all data, make recommendations

EXHIBIT B



Notice of Award

Adult Drug Treatment Courts
Department of Health and Human Services

Substance Abuse and Mental Health Services Administration

Center for Substance Abuse Treatment

Grant Number: 1H79Tl021531-01

Program Director: Bessie Lamb

Project Title: Seminole County Adult Treatment Drug Court Expansion & Enhanc

Grantee Address

COUNTY OF SEMINOLE Director, Community Services

1011)East First Street Sanford, FL 32771 Business Address

Issue Date: 09/11/2009

Grants Administrator Seminole County 1011 East First Street Sanford, FL 32771

Budget Period: 09/30/2009 - 09/29/2010 **Project Period:** 09/30/2009 - 09/29/2012

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$299,867 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF SEMINOLE in support of the above referenced project. This award is pursuant to the authority of Section 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

William I Reyes

Grants Management Officer

Division of Grants Management, OPS

Substance Abuse and Mental Health Services Administration

Wien I Reyls

See additional information below

SECTION I - AWARD DATA - 1H79TI021531-01

Award Calculation (U.S. Dollars)	
Salaries and Wages	\$49,199
Fringe Benefits	\$15,879
Personnel Costs (Subtotal)	\$65.078
Supplies	\$64,127
Travel Costs	\$13,596
Consortium/Contractual Cost	\$150,186
Other	\$1,000
Direct Cost	\$293.987
indirect Cost	\$5.880
Approved Budget	\$299,867
Federal Share	\$299,867
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$299.867

SUMMARY TOTALS FOR ALL YEARS				
YR		AMOUNT		
1		\$299,867		
2		\$299.867		
3		\$299,867		

^{*} Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:

93.243

EIN:

Document Number:

1596000856A1 H9TI21531A

Fiscal Year:

2009

IC Τi CAN C96T511

Amount

\$299,867

TI Administrative Data: PCC: ADRUG-CR / OC: 4145

SECTION II - PAYMENT/HOTLINE INFORMATION - 1H79TI021531-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support - Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III - TERMS AND CONDITIONS - 1H79TI021531-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.

b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.

c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.

d. The HHS Grants Policy Statement.

e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

SECTION IV - TI Special Terms and Condition - 1H79Ti021531-01

REMARKS:

This award approves funding in the amount of \$299,867 as requested in your application dated May 30, 2009.

SPECIAL CONDITION(S) OF AWARD:

NONE

SPECIAL TERM(S) OF AWARD:

NONE

STANDARD TERMS OF AWARD:

- 1) This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
- 2) The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
- 3) Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
- 4) The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable.
- 5) By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$196,700 annually.
- 6) "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

7) Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These

records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its subrecipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and onsite program review of grants with significant amounts of Federal funding.

- 8) Per (45 CFR 74.36 and 45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.
- 9) A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at http://www.whitehouse.gov/omb/fedreg/omb-not.html.
- 10) Program Income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form).

Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

- 11) Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA.
- 12) Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. Key staff (or key staff positions, if staff has not been selected) are listed below:

Bessie Lamb, Project Director, @ 100% level of effort Karen Lopez-Feliciano, Clinical Director @ 100% level of effort Robert Kirchner, Evaluator @ 20% level of effort

- 13) None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- 14) Refer to the NoA under Section II (Payment/Hotline Information) regarding the Payment Management System and the HHS Inspector General's Hotline concerning fraud, waste or abuse.
- 15) As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.
- 16) No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).
- 17) RESTRICTIONS ON GRANTEE LOBBYING (Appropriations Act Section 503).

- (a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- (b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- 18) Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

- 19) This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to http://samhsa.gov/grants/trafficking.aspx.
- Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287. Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at mike.daniels@samhsa.hhs.gov or 240-276-0759.
- 21) Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all grantees that electronically exchange patient level health information to external entities where national standards exist must:
- A) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult http://www.hhs.gov/healthit for more information, and
- B) Use HIT products (such as electronic health records, personalized health records, and the network components through which they operate and share information) that are certified by the Certification Commission for Healthcare Information Technology (CCHIT) or other recognized certification board, to ensure a minimum level of interoperability or compatibility of health IT products(http://www.cchit.org/). For additional information contact: Jim Kretz (CMHS) at 240-276-1755 or im.kretz@samhsa.hhs.gov; Richard Thoreson (CSAT) at 240-276-2827 or richard.thoreson@samhsa.hhs.gov; or Sarah Wattenberg (OPPB) at 240-276-2975 or sarah.wattenberg@samhsa.hhs.gov.
- 22) If federal funds are used by the grantee to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

THE PROPERTY OF

REPORTING REQUIREMENTS:

1) Financial Status Report (FSR), Standard Form 269 (long form) is required on an annual basis and must be submitted for each budget period no later than 90 days after the close of the budget period. The FSR 269 is required for each 12 month period, regardless of the overall length of the approved extension period authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. If applicable, include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee falls to meet the match. The FSR must be prepared on a cumulative basis and all program income must be reported. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272). The FSR may be accessed from the following website at http://www.psc.gov/forms/sf/SF-269.pdf and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

Submission of a Programmatic semi-annual Report is due no later than the dates as follows:

1st Report - April 30, 2010 2nd Report - October 31, 2010

- 3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.
- 4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 E: 10th Street Jeffersonvville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

INDIRECT COSTS:

If the grantee chooses to establish an indirect cost rate agreement, it is required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. For additional information, please refer to HHS Grants Policy Statement Section I, pages 23-24.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices, go to the SAMHSA website www.samhsa.gov, then click on "grants"; then click on "Important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

CONTACTS:

For Regular Delivery: Division of Grants Management, OPS, SAMHSA

1 Choke Cherry Road, Room 7-1091

Rockville, MD 20857

. . .

Holly Rogers, Program Official

Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

For Overnight or Direct Delivery: Division of Grants Management, OPS, SAMHSA

1 Choke Cherry Road, Room 7-1091

Rockville, MD 20850

Helen Zhou, Grants Specialist

Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410

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SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Habitat For Humanity - SHIP Remedial Developer Agreement</u>

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: Michele Saunders CONTACT: Pamela Martin EXT: 2302

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the agreement with Habitat For Humanity under the SHIP Program Remedial Developer Agreement.

District 5 Brenda Carey Ricardo Soto-Lopez

BACKGROUND:

On November 13, 2007, the Board of County Commissioners executed a SHIP Program Development Agreement with Habitat for Humanity to develop five (5) single family units for extremely low and very low income households on Pear Avenue in the Goldsboro area of Sanford, Florida. Two (2) of the units were required to be sold to and occupied by extremely low income households (with incomes not to exceed 30% of the area median income), and the remaining three (3) were reserved for very low income households (with incomes not exceeding 50% of the area median income). The units were completed by June 30, 2008 and all units were occupied by that date.

An internal monitoring by Community Assistance staff discovered that one (1) of the very low income set-aside units was sold to a low income household (with an income up to 80% of the area median income). Negotiations with Habitat's Board and County staff resulted in a proposed agreement to require the development of one (1) additional unit by Habitat to be sold to a very low income household whose income does not exceed 50% of the area median income. The County will provide no additional funding or consideration in return.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the agreement with Habitat For Humanity under the SHIP Program Remedial Developer Agreement.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

■ County Attorney Review (Arnold Schneider)

SEMINOLE COUNTY/HABITAT FOR HUMANITY IN SEMINOLE COUNTY, INC. SHIP PROGRAM REMEDIAL DEVELOPER AGREEMENT

THIS AGREEMENT is made and entered into this 19 day of October, 2009, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as the "COUNTY", and HABITAT FOR HUMANITY IN SEMINOLE COUNTY, FLORIDA, INC., a Florida not for profit corporation, whose address is 1548 Seminola Blvd., Suite 141, Casselberry, Florida 32707, hereinafter referred to as "HABITAT".

WITNESSETH:

WHEREAS, COUNTY has adopted the Seminole County Local Housing Assistance Plan ("LHAP") and participates in the Florida SHIP Program to make affordable housing available to citizens of Seminole County, Florida, who are of low income or very low income; and

WHEREAS, HABITAT is a corporation duly authorized to conduct business in the State of Florida, and is engaged in the acquisition, construction, rehabilitation and sale of affordable housing to low income and very low income households; and

WHEREAS, COUNTY and HABITAT heretofore entered into that certain Seminole County/Habitat For Humanity In Seminole County, Inc. SHIP Program Developer Agreement Program Year 2005-2006 dated November 18, 2007 (the "Prior Agreement") wherein HABITAT agreed to construct five (5) owner occupied, single family homes for Very Low Income households using SHIP funds provided by COUNTY; and

WHEREAS, HABITAT mistakenly resold one of the units to a person who, at the time of purchase, did not qualify as Very Low Income in

violation of the Prior Agreement and the recorded Restrictive Use Covenant for the subject Property; and

WHEREAS, Section 4 of the Prior Agreement expressly provided that Section 22(i) of said instrument, giving COUNTY continuing rights to enforce the Restrictive Use Covenant, would survive the expiration date of the Prior Agreement as a whole; and

WHEREAS, the Parties hereto are desirous of reaching an amicable solution to cure HABITAT's default under the Prior Agreement which would otherwise, in conjunction with the applicable Restrictive Use Covenant, give rise to COUNTY's right to recapture the SHIP funds used in the nonconforming property,

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and HABITAT agree as follows:

SECTION 1. RECITALS. The above recitals are true and form a material part of the Agreement upon which the Parties have relied.

SECTION 2. DEFINITIONS.

- (a) "Affordability period" shall mean the length of time for which the housing unit built pursuant to this Agreement must be owner occupied by a Very Low Income household for a term of thirty (30) years from the date a unit is purchased by the income qualified buyer(s).
- (b) "CS Administrator" means the COUNTY's Community Services

 Director or Community Assistance Division Manager or their designee

 within COUNTY's Community Services Department.

- (c) "County Approval" means written approval by the CS Administrator, The County Manager or the Board of County Commissioners when, as and if required.
 - (d) "FHFC" shall mean the Florida Housing Finance Corporation.
- (e) "Parties" shall mean HABITAT and COUNTY with respect to this Agreement.
- (f) "Project" shall mean the construction and sale of one (1) single family home along with all attendant development costs, infrastructure, landscaping, and appliances for occupancy only by a Very Low Income household in Seminole County. Under no circumstances shall HABITAT rent, lease, sell or convey any interest in the Project home to any person or household whose incomes exceed that of Very Low Income as defined below. The Project is more fully described in Exhibit "A" attached to this Agreement which is hereby fully incorporated by reference.
- (g) "Project Costs" shall mean the actual infrastructure costs, site development and physical construction of improvements on the subject Property as well as attendant soft costs such as architectural and engineering services, surveys, construction management, legal and accounting fees and other direct Project overhead associated therewith. Soft costs shall not exceed NINE THOUSAND SEVEN HUNDRED THIRTY AND NO/100 DOLLARS (\$9,730.00).
- (h) "Property" shall mean the single family home constructed by HABITAT which is subject to the Affordability Period use restrictions on the real property parcel the legal description for which is as follows:

LOT,	ACCORDING	TO	THE	PLA	T THERE	EOF, AS	REC	ORDED	IN
PLAT BOOK _	, PAGE _		OF	THE	PUBLIC	RECORDS	OF	SEMIN	JLE
COUNTY, FLO	RIDA								
Parcel Iden	tification	No.							

- (i) "Restrictive Use Covenant" shall mean that deed restriction to be executed and recorded by HABITAT with respect to the Property restricting the ownership and occupancy thereof to Very Low Income households for the duration of the Affordability Period.
- (j) "SHIP" or "SHIP Program" shall mean the State Housing Initiatives Partnership Program authorized by Part VII, Chapter 420, Florida Statutes.
- (k) "SHIP Regulations and Policies" shall collectively mean Chapter 67-37, Florida Administrative Code (F.A.C.), Chapter 420, Part VII, Florida Statutes, and COUNTY's approved Local Housing Assistance Plan (LHAP) as they may be amended from time to time.
- (1) "Very Low Income" shall mean gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the Affordability Period.
- SECTION 3. CONSIDERATION. As consideration for HABITAT'S development and construction of the Project under the terms and conditions of section 4, below and upon its full performance of all other requirements of this Agreement, COUNTY shall waive its right to seek recapture of SHIP funds expended by HABITAT on the nonconforming property as well as waving any other legal or equitable remedies it may have pursuant to HABITAT'S default under the Prior Agreement.

SECTION 4. STATEMENT OF WORK.

- HABITAT, in a manner satisfactory to COUNTY, shall perform or cause to be performed the Project, as defined above and described Services, and within the financial Exhibit "Α", Scope of requirements of Exhibit "B". HABITAT shall expend a minimum of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) which amount is equal to the amount of SHIP funding applied to the nonconforming property under the Prior Agreement. Said amount shall be from HABITAT's own funds or in the form of services rendered as payment-in-kind; no COUNTY money shall be applied to any Project costs. To the extent the Project costs are met by utilization of donated professional services as payments-in-kind, the value of such services shall be reliably documented by Habitat and provided to COUNTY for its use in determining that the ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) requirement has been satisfied. Failure to document actual Project expenditures and payment-in-kind services up to an amount equal to ONE HUNDRED TWENTY THOUSAND AND NO/100 (\$120,000.00) shall be an event of default hereunder and result in COUNTY's recapture of the SHIP funds for the remaining balance not conclusively shown to have been directly remediated by HABITAT under this Agreement.
- (b) HABITAT shall complete the Project and sell the completed home to a Very Low Income household within one hundred eighty (180) days from the date of this Agreement. HABITAT shall be responsible for verification of the Very Low Income eligibility of the prospective purchaser(s) and shall provide documentation thereof to COUNTY. Prospective purchaser's income eligibility shall be based upon Federal

income tax returns for the most recent tax year prior to the sale of the Property as well as verified household income data for the six (6) months immediately preceding the sale and closing.

- (c) HABITAT shall execute, record and deliver to COUNTY a Restrictive Use Covenant for the Property to best assure compliance with the Affordability Period. The required form of Restrictive Use Covenant is attached as Exhibit "D" to this Agreement and is incorporated herein by reference. Failure of HABITAT to comply with this provision shall constitute an event of default, shall be grounds for unilateral termination of this Agreement and recapture of SHIP funds pursuant to Section 22(i) of the Prior Agreement.
- (d) The sales price of the Property to the income qualified purchaser(s) shall not exceed NINETY-EIGHT THOUSAND SIX HUNDRED NINETY-SIX AND 40/100 DOLLARS (\$98,696.40), i.e., an amount equal to the pricing constraints imposed by the Prior Agreement so that the SHIP subsidy is fully preserved and applied to the Property being improved under this Agreement.
- (e) In the event HABITAT provides purchase money, first mortgage financing to the purchasing household under this Agreement, which become the subject of imminent foreclosure proceedings, HABITAT shall give written notice of same to the CS Administrator prior to the filing of the foreclosure action and COUNTY shall have the right of first refusal to purchase the home(s) at a price sufficient to satisfy the amount of outstanding principal, interest and taxes on the home. COUNTY shall have thirty (30) days to exercise such right before the suit is filed. If a foreclosure action is later initiated in Circuit or County

Court, COUNTY shall still have the right of first refusal to purchase the home for the amount of the outstanding principal, accrued interest, taxes and a reasonable attorney's fee prior to HABITAT's obtaining a final judgment of foreclosure.

one hundred eighty (180) days from the dated date hereof unless otherwise extended by formal amendment. HABITAT shall complete all Project requirements on or before said date. The foregoing notwithstanding, Sections 9, 10, 11 and 17 of this Agreement shall remain effective for their purposes beyond the termination date.

SECTION 6. REPORTING REQUIREMENTS.

- (a) In addition to the documentation required by Section 5(e) for payment purposes, HABITAT shall submit the following financial documentation to COUNTY:
- (1) At or prior to the time of commencement of Project construction, a construction timetable chart and draw schedule.
- (2) A completed monthly report in the form of attached Exhibit "B" on or before the fifteenth (15th) day of each month during the term of this Agreement which shall include a percentage of completion of the unit;
- (3) HABITAT shall provide an End of Project Report in the form of attached Exhibit "C" on or before the termination date of this Agreement; and
- (4) A final cumulative statement of all costs of materials and services expended on the Project. This shall be for the purpose of documenting to COUNTY that the required ONE HUNDRED TWENTY THOUSAND AND

NO/100 DOLLARS (\$120,000.00) shall have been applied by HABITAT to remediate the misapplied SHIP subsidy under the Prior Agreement.

- (b) Failure by HABITAT to submit any required report as required by this Section shall be a default hereunder with the attendant consequences including particularly, recapture of the SHIP funds.
- (c) COUNTY, FHFC, and the general public shall have access to and be provided copies of any and all of HABITAT's records pertaining to activities depicted in this Agreement.

SECTION 7. COMPLIANCE WITH LOCAL AND STATE LAWS. During the execution and implementation of this Agreement, HABITAT shall comply with all applicable State and local laws, regulations, ordinances, and policies including, but not limited to, the following:

- (a) Chapter 112, Florida Statutes, including particularly Part III thereof entitled "Code of Ethics For Public Officers and Employees".
- (b) COUNTY's Local Housing Assistance Plan as approved by the FHFC, as it may be amended from time to time during the term of this Agreement.
- (c) All written procedures and policies issued by COUNTY regarding implementation of COUNTY's SHIP Program.
 - (d) Chapter 67-37, Florida Administrative Code.
 - (e) Chapter 420, Florida Statutes.
- (f) Section 216.347, Florida Statutes (prohibiting use of monies received via this Agreement for lobbying the State legislature, the judicial branch of State government, or a State agency).
 - (q) Chapter 119, Florida Statutes, dealing with public records.

(h) Section 220.115, Seminole County Code (prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel). Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

SECTION 8. MANAGEMENT ASSISTANCE. The CS Administrator or their designee shall be reasonably available to HABITAT to provide guidance on any applicable SHIP Program requirements; provided, however, that this provision shall not be deemed to relieve HABITAT of any duties or obligations set forth in this Agreement.

SECTION 9. MAINTENANCE OF RECORDS.

- (a) HABITAT shall, at a minimum, maintain such records, accounts, and property and personnel records as deemed necessary by State and local laws, regulations, or ordinances or as are otherwise typical in sound business practices to assure proper accounting of all project funds and compliance with this Agreement.
- (b) All records and contracts, of whatsoever type or nature, required by this Agreement shall be available for audit, inspection and copying at any time during normal business hours and as often as the CS Administrator, COUNTY, FHFC, or other Federal or State agency may deem necessary. HABITAT shall retain all records and supporting documentation applicable to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law. If any litigation or claim is commenced prior to expiration of the five (5) years and extends beyond such time, the records shall be maintained until resolution of the litigation or claim and any person duly

authorized by COUNTY shall have full access to and the right to examine the records during such time.

SECTION 10. LIABILITY. COUNTY shall not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to HABITAT in connection with the services to be performed hereunder whether for compensation or provided by donation or for debts or claims accruing to such parties against HABITAT. This Agreement shall not create a contractual relationship either express or implied between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to HABITAT as a result of services to COUNTY hereunder. Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in tort naming COUNTY as a defendant and nothing in this Agreement or in this Section shall be construed as constituting a waiver of the limitations on damages conferred by said statute.

SECTION 11. INDEMNIFICATION.

(a) HABITAT shall defend, hold harmless, and indemnify COUNTY, its officers, boards, employees, and agents from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay by reason of the loss of the value of any goods, services or monies paid or donated to HABITAT or whomsoever resulting out of fraud, defalcation, dishonesty, or failure of HABITAT to comply with applicable laws, rules, or regulations; or by reason or as a result of any act or omission of HABITAT in the performance of this Agreement or any part thereof; or by reason of a judgment over and above

the limits provided by the insurance required hereunder; or by any defect in the construction of the Project or in the title to the affected Property; or by failure to pay vendors resulting from financial shortfalls caused by HABITAT or as may otherwise result in any way or instance whatsoever.

- (b) In the event that any action, suit, or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, COUNTY shall provide notice in writing thereof to HABITAT by certified mail, return receipt requested, addressed to HABITAT at its address herein provided. Upon receiving notice, HABITAT, at its own expense, shall diligently defend against the action, suit, or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against COUNTY.
- (c) Nothing herein shall prevent COUNTY from retaining or using its own counsel if it concludes that such is essential to maintain its defense or if HABITAT's counsel is unable to represent COUNTY's interests due to ethical conflicts. In such circumstances, HABITAT shall continue to absorb those costs at its own expense.

SECTION 12. INSURANCE.

- (a) <u>General</u>. HABITAT shall, at its own expense, procure the insurance required under this Section.
- (1) HABITAT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability).

 COUNTY and its officials, officers, and employees shall be named

additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by HABITAT, HABITAT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

- being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, HABITAT shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.
- (3) In addition to providing the Certificate of Insurance, if required by COUNTY, HABITAT shall, within thirty (30) days after receipt of a written request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- (4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by HABITAT shall relieve HABITAT of its full responsibility for performance of any obligation including its indemnification of COUNTY under this Agreement.

- (b) <u>Insurance Company Requirements</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:
- (1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.
- (2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall 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.
- If, during the period which an insurance company is providing the insurance coverage required by this Agreement, insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, knowledge of HABITAT shall, soon as HABITAT has any as circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. such time as HABITAT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, HABITAT shall be deemed to be in default of this Agreement.

obligations or liability of HABITAT, HABITAT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by HABITAT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) HABITAT's insurance shall cover HABITAT liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation _ Insurance, without restrictive HABITAT will also be responsible for procuring proper endorsements. proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to The minimum required limits to be provided subcontractor's employees. by both HABITAT and its subcontractors are outlined in subsection (C) below. 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 Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$1,000,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$1,000,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) HABITAT's insurance shall cover HABITAT 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) The minimum limits to be maintained by HABITAT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

General Aggregate	\$2,000,000.001
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Automobile/Other Motor Vehicle	\$1,000,000.00 ²

¹ May also be structured as \$1,000,000.00 in coordination with a \$1,000,000.00 umbrella policy.

(3) <u>Builder's All Risk Insurance</u>. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

² Each occurrence.

- (A) Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.
- (B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings or structures.
- (C) Maximum Deductible: FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per claim.
- must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.
- (E) Exclusions. Exclusions for design errors or defects, theft, earth movement, and rainwater shall be removed.
- (F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.
- (d) <u>Coverage</u>. The insurance provided by HABITAT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or

employees shall be excess of and not contributing to the insurance provided by or on behalf of HABITAT.

- (e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- (f) Obligations. Compliance with the foregoing insurance requirements shall not relieve HABITAT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 13. PERFORMANCE BONDS AND USE OF OUTSIDE CONTRACTORS.

(a) If HABITAT hires professional contractors, subcontractors or vendors providing labor, goods, or services in connection with the Project, HABITAT shall remain fully responsible for the adequacy of goods and services provided by said persons. All paid professional contractors, subcontractors, or vendors retained by HABITAT for Project goods and services shall be pre-approved by COUNTY before HABITAT enters into any contract with such outside parties. HABITAT shall provide COUNTY a copy of the proposed contract(s) at the time approval is sought. COUNTY shall have five (5) working days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the CS Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval, and HABITAT shall then be free to enter into the contract without further delay. HABITAT shall be fully responsible for the adequacy of services performed and materials provided by said professional contractors, subcontractors or vendors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to initiate recapture of the SHIP funds provided under the Prior Agreement. All professional contractors, subcontractors, or vendors shall be properly licensed and subject to the same insurance requirements as HABITAT under this Agreement. No COUNTY approvals shall be required for contractors, subcontractors, or vendors providing donated labor, goods, and services.

Professional contractors, subcontractors or vendors providing (b) goods and services to HABITAT other than on a donated basis shall be required to post performance bonds at least equal to the dollar value of the contracted goods and services for the Project. HABITAT shall furnish COUNTY with a copy of the performance bond(s) in the full amount of the contracted price. The bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall ensure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory, or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, HABITAT shall, at it's own expense if necessary and within fifteen (15) days

after receipt of Notice from COUNTY to do so, cause its professional contractors, subcontractors, or vendors furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

SECTION 14. ASSIGNMENT AND SUBCONTRACTS. Neither Party shall assign this Agreement nor any interest herein, without the prior written consent of the other. HABITAT may subcontract certain necessary services as set forth in Exhibit "A" upon the written approval of the subcontract by COUNTY.

SECTION 15. HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.

SECTION 16. NOTICE. Whenever either Party desires to give notice unto the other, notice shall be sent to:

For COUNTY:

Community Assistance Division Manager Seminole County Community Services Department 534 W. Lake Mary Blvd. Sanford, FL 32773

For HABITAT:

Executive Director
Habitat For Humanity In Seminole County Florida, Inc.
1548 Seminola Blvd., Suite 141
Casselberry, FL 32707-3648

Either of the Parties may change, by written notice as provided herein, the address or person for receipt of notice. Mere change of the person(s) to whom notices are sent may be done by a written letter sent via first class U.S. Mail without need for formal amendment to this

Agreement. Any such change of the person(s) shall be attached to both Parties' copies of this Agreement.

SECTION 17. TERMINATION, BREACH, AND REMEDIES.

- (a) HABITAT may terminate this Agreement for good cause upon thirty (30) days prior written notice of intent to terminate delivered to COUNTY by certified mail, return receipt requested, or by hand delivery with proof of delivery.
- (b) COUNTY may terminate this Agreement with or without good cause immediately upon written notice sent to HABITAT.
 - (c) In the event of termination, HABITAT shall:
- (1) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including a final report and accounting of the type otherwise due at the end of the Project without compensation for services rendered in completing said reports beyond the termination date.
- (2) Take any other reasonable actions related to the termination of this Agreement as directed in writing by COUNTY.
 - (3) Immediately return any unexpended SHIP funds to COUNTY.
- (4) Decease from making any further commitments for Project goods or services.
- (d) The following actions shall constitute a breach of this Agreement by HABITAT:
- (1) Unauthorized or improper use of SHIP funds as may have been provided under the Prior Agreement or any other agreement with the COUNTY.

- (2) Failure to comply with any requirements of this Agreement.
- (3) Unauthorized changes in the scope, components, or costs of the Project.
- (4) Submission of negligently or fraudulently prepared invoices or reports to COUNTY.
- (f) Waiver by COUNTY of breach of one provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach of the same or another provision of this Agreement and shall not be construed to be a modification of the terms of this Agreement.
- (g) In the event HABITAT breaches this Agreement, COUNTY shall have the immediate right to terminate this Agreement. COUNTY may also send a written demand for refund of all SHIP monies previously paid to HABITAT. If said demand is not satisfied, COUNTY may record said written demand in the official records of Seminole County and it shall constitute a lien upon all real and personal property of HABITAT.
- (h) COUNTY reserves all rights afforded by law and equity to enforce the terms of this Agreement and the surviving provisions of the Prior Agreement to recover damages in the event of a breach by HABITAT.
- (i) COUNTY shall retain the right to enforce the Restrictive Use Covenants past the term of this Agreement, or the termination thereof, for the duration of the Affordability Period.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for contract dispute resolution are set forth in Section 8.1539, "Contract Claims", Seminole County Administrative Code.

- (b) HABITAT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which HABITAT had knowledge and failed to present during COUNTY dispute resolution procedures.
- exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.
- (d) This Agreement shall be construed in accordance with the laws of the State of Florida. The Parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.
- SECTION 19. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue to or for the benefit of any other third party.

SECTION 20. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions

contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 21. EQUAL OPPORTUNITY EMPLOYMENT. HABITAT agrees that it will not discriminate against any employee or applicant for employment for work involving matters under this Agreement because of race, color, religion, sex, age, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties, if any, relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein or changes in the Project's scope or cost shall only be made by the Parties in writing by formal amendment hereto.

SECTION 23. SEVERABILITY. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void and deemed severable from the remaining covenants or provisions of this Agreement and in no way affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 24. MISCELLANEOUS.

- (a) The Parties represent to each other that each, respectively, has full right, power, and authority to execute this Agreement.
- (b) All sections and descriptive headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.
- (c) The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties, but this provision shall in no way alter the restrictions hereon in connection with assignment.
- (d) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as constituting HABITAT, including its officers, employees, and agents the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. HABITAT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EFFECTIVE DATE. This Agreement shall become effective immediately upon its execution by both Parties.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement

to be executed:	
ATTEST:	HABITAT FOR HUMANITY IN SEMINOLE COUNTY, INC. By: May Jawe
TERRY GROVE, Secretary	MICHAEL TOWERS, President
[CORPORATE SEAL]	Date: 10.14-09
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE	By:BOB_DALLARI, Chairman
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
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
Attachments: Exhibit A- General Scope of Servi	ices 1 "Project Elevations and Design")
Exhibit B- Monthly Report Form Exhibit C- End of Project Report Exhibit D- Form of Restrictive Us	Form
Revised 10-7-09 AWS	
P:\Users\aschneider\Affordable Housing\:	2009 Habitat Remedial Agreement 2-12-09.doc

EXHIBIT A

GENERAL SCOPE OF SERVICES SEMINOLE COUNTY/ HABITAT FOR HUMANITY IN SEMINOLE COUNTY, INC. REMEDIAL SHIP FUNDED HOUSING PROJECT FOR PROGRAM YEAR 2005-2006

All capitalized words and terms herein shall have the same meanings ascribed to them in the attached Agreement.

HABITAT shall provide the following Project services according to the conditions specified herein and in the Agreement:

- HABITAT shall construct one (1) single family home having 2, along with all bedrooms attendant development costs, infrastructure, landscaping and appliances for occupancy by a Very Low Income household in Seminole County. The housing unit shall be according to the plans, specifications and drawings prepared by or on behalf of HABITAT and as approved by COUNTY. Under no circumstances shall the unit be sold by HABITAT to a household or persons whose incomes exceed the definition of Very Low Income. HABITAT shall be responsible for verification of the Very Low Income eligibility of the prospective purchaser(s) and shall provide documentation thereof to COUNTY. At the minimum, income eligibility verification documentation shall consist of reliable statements of household income for at least the six (6) month period immediately preceding purchase of the Project and the prospective purchaser's federal income tax return for the most recent tax year.
- 2. HABITAT shall be solely responsible for expending not less than ONE HUNDRED TWENTY THOUSAND AND NO/100 (\$120,000.00) of its own funds or donated payment in kind goods and services on the Project in order to remediate the misapplication of a like amount of COUNTY's SHIP

funds supplied to HABITAT pursuant to the Prior Agreement. To the extent the Project costs are met by utilization of donated professional services as payments-in-kind, the value of such goods and services shall be reliably documented by Habitat and provided to COUNTY for its use in determining that the ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) requirement has been satisfied. Failure to document the application of an amount at least equal to ONE HUNDRED TWENTY THOUSAND AND NO/100 (\$120,000.00) shall result in COUNTY's recapture of the SHIP funds for the remaining balance not conclusively shown to have been directly remediated by HABITAT.

described as follows:

LOT _____, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK _____, PAGE 36_ OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No. 35-19-30-513-0400-0010

- 4. The sales price of the completed home to an income qualified purchaser(s) shall not exceed NINETY-EIGHT THOUSAND SIX HUNDRED NINEY-SIX AND 40/100 DOLLARS (\$98,696.40), i.e., an amount equal to ONE HUNDRED TWENTY PERCENT (120%) of the budgeted construction costs of EIGHTY-TWO THOUSAND TWO HUNDRED FORTY-SEVEN AND NO/100 DOLLARS (\$82,247.00) per unit as specified in Exhibit "B" to the Prior Agreement.
- 5. HABITAT shall execute and record a Restrictive Use Covenant in the form attached as Exhibit "D" to the Agreement at or prior to the sale of each completed unit to income qualified purchasers. Said Restrictive Use Covenant shall provide that the completed housing unit

shall only be used for residential purposes by Very Low Income households for the duration of the thirty (30) year Affordability Period under the terms and conditions stated in the instrument.

6. In the event HABITAT provides purchase money, first mortgage financing to households buying units financed under the Agreement which become the subject of foreclosure proceedings, COUNTY shall have the right of first refusal to purchase the home pursuant to Section 4(e) of the Agreement.



EXHIBIT B

DEVELOPER'S MONTHLY REPORT

	, INC.	
	COUNTY,	
T T T T T T T T T T T T T T T T T T T	SEMINOLE	
	Z	
of	TOMANITY	
l onth	FOR H	
rt for D	HABITAT	son(s):
Status Report for Month of	DEVELOPER: HABITAT FOR HUMANITY IN SEMINOLE COUNTY,	Contact Person(s):

Telephone:
NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS						
ACTIVITY	BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET	EXPECTED COMPLETION DATE
Construction of one (1) single family home for occupancy by a Very Low Income household						
TOTAL	\$120,000		Cup 3 Security			

Number of units underway and description of compliance and percentage of completion relative to SHIP payment Any other special accomplishments: milestones:

Signed:

EXHIBIT C

END OF PROJECT REPORT

INC.
COUNTY,
SEMINOLE
NI.
HUMANITY
FOR
HABITAT
DEVELOPER:

YEAR:	
ISCAL	

2, 3 or 4 bedroom single family house Type of service provided: Acquisition and construction of 1, for a Low Income household in Seminole County.

Total number of people served:

ED IN COLUMN "A"	Female Headed Household	H
	Asian/ Pacific Islander	н
	Hispanic	ט
TLY ASSIST	American Indian/ Alaskan Native	[īː,
HOUSEHOLDS/PERSONS DIRECTLY ASSISTED IN COLUMN "A"	Black not Hispanic Origin	瓦
	White not Hispanic Origin	О
TOTAL NUMBER OF HO	Very Low Income 50% AMI	v
TOTAL N	Very Low Income 30% AMI	М
	No. of Household/ Persons Assisted	Æ

Any other special accomplishments:

iqned:	
ß	

EXHIBIT "D"

This document was prepared by: Arnold W. Schneider Assistant County Attorney County Attorney's Office Seminole County Government 1101 East First Street Sanford. FL 32771

Please return it to: Community Development Office Seminole County Government 524 W. Lake Mary Blvd. Sanford, Fl 32773

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by HABITAT FOR HUMANITY IN SEMINOLE COUNTY FLORIDA, INC., a Florida not for profit corporation and owner of the fee simple interest in the below described real property and whose address is 1548 Seminola Blvd., Suite 141, Casselberry, Florida 32707, hereinafter referred to as "GRANTOR", in favor of SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (the "GRANTEE") concerning that certain parcel of real property the address, legal description, and parcel identification number for which are as follows:

1415 W. 17Th St. Sonford FL 32771 Street address of affected property goes here

and legally described as:

Lot I www 17.77 Ft. & Lot 2 BIK 4 Pine Level PB 6 8 P6 36

Parcel Identification No.:

(hereinafter called the "Property") and;

The use of the Property shall be restricted to providing single family, owner occupied housing for Very Low Income households for a period of thirty (30) years from the recording date of this instrument in the Official Land Records of Seminole County, Florida, (the "Affordability Period").

"Affordability Period" means the length of time for which the Property herein described shall comply with the above described occupancy and use restrictions in conformance with the COUNTY'S Local Housing Assistance Plan ("LHAP") as approved by the Florida Housing Finance Corporation pursuant to Chapter 420, Part VII, Florida Statutes and Chapter 67-37, Florida Administrative Code, both governing the State Housing Initiatives Partnership program.

"Very Low Income" shall mean combined total household income from all sources that does not exceed fifty percent (50%) of the median household income for the Orlando Metropolitan Statistical Area during the Affordability Period.

This Restrictive Use Covenant shall constitute a covenant running with the land, shall be binding upon the current GRANTOR, its successors in title, and is expressly for the benefit of GRANTOR and the GRANTEE and may be enforced by the GRANTOR or the GRANTEE in any lawful manner. This Restrictive Use Covenant may be released prior to the expiration of the Affordability Period only upon the consent of the GRANTEE as evidenced by a written instrument to that effect duly executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of said jurisdiction.

IN WITNESS WHEREOF, the GRANTOR, through its undersigned directors

and officers has caused this instrument to be executed: ATTEST: [GRANTOR] Secretary TERRY GROVE [CORPORATE SEAL] Date: STATE OF FLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that, on this 14 day of October, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Towers as President and ____ Terry Grove as President and <u>Terry Grove</u>, as Secretary, of Habitat for Humanity of Seminole County Florida, Inc., a Florida not for profit corporation organized under the laws of the State of Florida, who personally known to me orwho have produced respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation. GAYLE L. HORNER Print Name: Gayle L. Horner
Notary Public in and for the County Comm# DD0736955 Expires 11/26/2011 and State Aforementioned My commission expires: 1/24/11 Florida Notary Assn., Inc

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: CDBG 2008 Disaster Recovery Program - Grant Application

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: Michele Saunders **CONTACT:** Pamela Martin **EXT:** 2302

MOTION/RECOMMENDATION:

Approval for submission of a grant application to the Florida Department of Community Affairs requesting the allocation of \$432,350.00 through the Community Development Block Grant Disaster Recovery Program, and authorization for the Chairman to execute the application and any other documents as may be necessary for the application.

County-wide Becky Heckters

BACKGROUND:

The Florida Department of Community Affairs (DCA) announced the availability of disaster recovery funding to address needs resulting from federally declared disasters in 2008. Community Development staff received notification that an allocation of \$432,350.00 was obligated to Seminole County. This funding can only be used for recovery from the federally declared disasters noted in the Federal Register Notices. Included, in the federal disaster declarations issued by FEMA, is coverage for counties affected by Tropical Storm Fay. For the funds to be received, the county must submit an application identifying how the dollars would be utilized.

The proposed use of funds:

- Repair damaged homes identified/determined by FEMA damage assessment data from Tropical Storm Fay for income-eligible households of Seminole County.
- Drainage Improvement Projects in Seminole County to include: Overbrook & Southcot, Park Drive, and Lowndes Square areas of Casselberry; Lake Ashor of the Wekiva Area; and the Lake Hodge Outfall Area
- Demolition
- Planning and Administration

There is no match required for this grant. An agreement to formalize acceptance of the terms and condition of the grant will be presented once the application is approved by the DCA. A budget amendment request to allocate the funds will be presented for Board approval in conjunction with agreement.

STAFF RECOMMENDATION:

Staff recommends that the Board approve submittal of a grant application to the Florida Department of Community Affairs requesting the allocation of \$432,350.00 through the Community Development Block Grant Disaster Recovery Program, and authorization for the Chairman to execute the application and any other documents as may be necessary for the application.

ATTACHMENTS:

- 1. Funding Allocations
- 2. Program Information

Additionally Reviewed By:

- Grant Review (Jennifer Bero, Lisa Spriggs)
- County Attorney Review (Arnold Schneider)

Funding Allocation

This allocation is based on the Department's compilation of preliminary damage assessment data from FEMA. To ensure that counties with the greatest disaster recovery needs are targeted for funding in amounts adequate to make a measurable impact on the severity of local circumstances, a simple allocation cut-off of \$190,000 was established to ensure significant awards. All allocations not meeting this threshold were re-distributed to those in the top-qualifying tier, distributed by each county's percentage of those within the tier. Allocating the funds in this manner ensures that communities with the greatest need receive an amount significant enough to accomplish measurable repair and recovery. The allocation of funding is provided below.

COUNTY	PDA TOTAL	TOTAL AWARD	PCT OF TOTAL DMG	SIMPLE AWARD	PCT OF THRESH OLD GROUP	REALLOCATION	SIMPLE AWARD PLUS REALLOCATION
Leon	\$30,543,181	\$79,037,259	12.73%	\$10,065,128	12.88%	\$885,969	\$10,179,232
Collier	\$29,894,993	\$79,037,259	12.46%	\$9,851,525	12.61%	\$885,969	\$9,963,208
St. Lucie	\$24,179,628	\$79,037,259	10.08%	\$7,968,097	10.20%	\$885,969	\$8,058,428
Escambia	\$21,206,000	\$79,037,259	8.84%	\$6,988,175	8.94%	\$885,969	\$7,067,397
Brevard	\$19,643,240	\$79,037,259	8.19%	\$6,473,187	8.28%	\$885,969	\$6,546,571
Palm Beach	\$19,603,736	\$79,037,259	8.17%	\$6,460,169	8.27%	\$885,969	\$6,533,405
Duval	\$12,831,502	\$79,037,259	5.35%	\$4,228,463	5.41%	\$885,969	\$4,276,399
Volusia	\$12,521,000	\$79,037,259	5.22%	\$4,126,141	5.28%	\$885,969	\$4,172,917
Gulf	\$7,609,893	\$79,037,259	3.17%	\$2,507,746	3.21%	\$885,969	\$2,536,175
Monroe	\$7,468,230	\$79,037,259	3.11%	\$2,461,063	3.15%	\$885,969	\$2,488,963
Sarasota	\$7,062,649	\$79,037,259	2.94%	\$2,327,409	2.98%	\$885,969	\$2,353,794
St.John's	\$3,901,684	\$79,037,259	1.63%	\$1,285,752	1.65%	\$885,969	\$1,300,328
Bay	\$3,741,814	\$79,037,259	1.56%	\$1,233,069	1.58%	\$885,969	\$1,247,047
Putnam	\$3,598,200	\$79,037,259	1.50%	\$1,185,742	1.52%	\$885,969	\$1,199,185
Flagler	\$2,611,875	\$79 <i>,</i> 037,259	1.09%	\$860,711	1.10%	\$885,969	\$870,469
Nassau	\$2,347,652	\$79,037,259	0.98%	\$773,640	0.99%	\$885,969	\$782,410
Broward	\$2,293,315	\$79,037,259	0.96%	\$755,734	0.97%	\$885,969	\$764,301
Martin	\$2,034,336	\$79,037,259	0.85%	\$670,390	0.86%	\$885,969	\$677,990
Okaloosa	\$2,023,400	\$79,037,259	0.84%	\$666,786	0.85%	\$885,969	\$674,346
Hardee	\$1,900,000	\$79,037,259	0.79%	\$626,122	0.80%	\$885,969	\$633,220
Santa Rosa	\$1,740,000	\$79,037,259	0.73%	\$573,395	0.73%	\$885,969	\$579,896
Marion	\$1,567,415	\$79,037,259	0.65%	\$516,522	0.66%	\$885,969	\$522,378
Miami-Dade	\$1,515,178	\$79,037,259	0.63%	\$499,308	0.64%	\$88 <u>5,</u> 969	\$504,969
Calhoun	\$1,501,454	\$79,037,259	0.63%	\$ 494, 786	0.63%	\$885,969	\$500,395
Alachua	\$1,427,721	\$79,037,259	0.60%	\$470,488	0.60%	\$885,969	\$475,822
Okeechobee	\$1,412,040	\$79,037,259	0.59%	\$465,320	0.60%	\$885,969	\$470,595
Wakulla	\$1,378,001	\$79,037,259	0.57%	\$454,103	0.58%	\$885,969	\$459,251
Seminole	\$1,297,284	\$79,037,259	0.54%	\$427,504	0.55%	\$885,969	\$432,350
Baker	\$1, 18 7, 555	\$79,037,259	0.50%	\$391,3 44	0.50%	\$885,969	\$395,781
Franklin	\$900,000	\$79,037,259	0.38%	\$296,584	0.38%	\$885,969	\$299,946
Lake	\$871,619	\$79,037,259	0.36%	\$287,23 1	0.37%	\$885,969	\$290,487
Hendry	\$817,570	\$79,037,259	0.34%	\$269,420	0.34%	\$885,969	\$272,474
Osceola	\$727,045	\$79,037,259	0.30%	\$239,589	0.31%	\$885,969	\$242,305
Gadsden	\$725,727	\$79,037,259	0.30%	\$239 ,1 54	0.31%	\$885,969	\$241,866
Bradford	\$649,816	\$79,037,259	0.27%	\$214,139	0.27%	\$885,969	\$216,566
Highlands	\$621,781	\$79,037,259	0.26%	\$204,900	0.26%	\$885,969	\$207,223
Clay	\$603,515	\$79,037,259	0.25%	\$198,881	0.25%	\$885,969	\$201,136
Glades	\$602,881	\$79,037,259	0.25%	\$198,672	0.25%	\$885,969	\$200,924
Jefferson	\$591,439	\$79,037,259	0.25%	\$194,901	0.25%	\$885,969	\$1 97, 1 1 1

Disaster Recovery Initiative

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

[Docket No. FR-5256-N-01]

Federal Register / Volume 74, Number 29, dated February 13, 2009 [Docket No. FR-5337-N-01]

Federal Register / Volume 74, Number 156, dated August 14, 2009

2008 Supplemental CDBG Appropriations

Florida Department of Community Affairs

Action Plan for the Use of 2008 Disaster Recovery Funds





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THE IMPACT OF THE STORMS AND FLORIDA'S RECOVERY NEEDS

Tropical Storm Fay impacted the State from August 18, 2008 through August 27, 2008. Governor Crist and the President declared a state of emergency. Federal aid to supplement state and local response efforts due to the emergency conditions resulting from Tropical Storm Fay was provided. Although other states suffered greater loss due to storms in 2008, many of Florida's counties were impacted by flooding and other damages.

- ∇ Individual assistance was made available to Alachua, Baker, Bradford, Brevard, Charlotte, Clay, Collier, Duval, Gadsden, Glades, Hendry, Jefferson, Lake, Lee, Leon, Liberty, Madison, Marion, Martin, Nassau, Okeechobee, Orange, Polk, Seminole, St. Lucie, Taylor, Volusia, and Wakulla Counties.
- ∀ Hazard Mitigation assistance was also made available to state and local governments and certain private nonprofit organizations for repair or replacement of disaster-damaged public facilities in Alachua, Baker, Bradford, Brevard, Calhoun, Clay, Collier, Dixie, Duval, Flagler, Gadsden, Glades, Gulf, Hamilton, Hardee, Hendry, Highlands, Jefferson, Lake, Lee, Leon, Liberty, Manatee, Marion, Martin, Monroe, Nassau, Okeechobee, Osceola, Palm Beach, Putnam, Sarasota, Seminole, St. Johns, St. Lucie, Suwannee, Taylor, Union, Volusia, and Wakulla Counties. All counties were eligible to apply for Hazard Mitigation grant funds.

Hurricane Ike, which impacted the State on September 5, 2008, resulted in Governor Crist and the President declaring a disaster due to damage to public facilities, infrastructure, and homes. Federal aid was made available to the State to supplement state and local response efforts due to the emergency conditions. The disaster declaration covered Monroe County.

Hurricane Gustav, which impacted the State from August 31, 2008 through September 7, 2008, resulted in Governor Crist and the President declaring a disaster due to damage to public facilities, infrastructure, and homes. Six counties received FEMA public assistance (Bay, Escambia, Franklin, Gulf, Okaloosa and Santa Rosa). All counties were eligible to apply for Hazard Mitigation grant funds.

FEDERAL AND STATE RESPONSE

Both Governor Crist and the President immediately responded with state and federal disaster declarations. State Emergency Response Teams and FEMA were immediately on site to inspect damages and set up disaster relief centers.

FEDERAL DISASTER DECLARATIONS

Declarations by number and date that applied to the storms are listed below:

FEMA-3288-DR dated August 21, 2008
Tropical Storm Fay (August 18 – and continuing)

FEMA-1785-DR dated August 24, 2008 Tropical Storm Fay (August 18 – September 12, 2008)

FEMA-3293-DR dated September 7, 2008 Hurricane Ike (September 5, 2008 and continuing)

FEMA-1806-DR dated October 27, 2008 Hurricane Gustav (August 31, - September 7, 2008)

FEDERAL APPROPRIATIONS

The Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009, (Public Law 110-329, approved September 30, 2008) appropriated \$6.5 billion for recovery from 2008 disasters. Funds must be used only for disaster relief, long-term recovery, and restoration of infrastructure, housing and economic revitalization in areas affected by hurricanes, flooding and other natural disasters that occurred during 2008, for which the President declared a major disaster under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et. seq.)

Under the Act, Florida will receive a total of \$81,063,855. There is a federal mandate that a percentage of these funds be used for affordable rental housing. The State has set a minimum goal of 14% of funds to be used towards affordable rental housing projects. If a grant recipient is not able to allocate 14% of their funds for affordable rental housing, the State reserves the right to require the recipient to modify their application for a lower amount (reduced by the percentage of affordable rental housing projects not met). Funds made available due to reductions in awards may be reallocated to a community that is able to utilize the funds for affordable rental housing.

OVERALL PLAN FOR RECOVERY AND PROPOSED USE OF FUNDS

Applications from eligible recipients, representing unmet needs in jurisdictions impacted by the 2008 storms, will be considered the State's overall plan for recovery. The State understands that local communities are in the best position to develop recovery plans for their jurisdiction and believes that it is in the best interest of communities for the State to allow subgrantees to undertake activities that will address their special needs as long as they are implemented within the parameters of this Action Plan and related rules and regulations. Communities will demonstrate due diligence in attempting to address affordable rental housing projects. Communities may make repairs and improvements that will mitigate future damage from similar disasters.

How Funds Will Address Florida's Unmet Needs

Federal requirements clearly state that the funds can be used only for disaster relief and long-term recovery, and mitigation in communities affected by the specified disasters. Funds will be directed to areas with the greatest need. Counties would apply for funding, unless the county designates a municipality that received the greatest damages. Award recipients cannot use this disaster assistance for a project or activity that was underway prior to the Presidential disaster declaration, with the specified time period in the appropriations act, unless the disaster directly impacted the project. Elements of activities that are reimbursable by FEMA or available through the Small Business Administration (SBA) cannot be undertaken with these funds.

Damage assessment reports indicate that there is unmet need in three main areas: public assistance (infrastructure and public facilities), business (commercial revitalization), and housing. The allocation method is based on compilation of damage assessment data provided by FEMA and is designed to meet the unmet needs reflected by the damage assessment data. Damage assessment data relating to individual and public assistance was provided to the Department by the State's Division of Emergency Management. It should be noted that damage assessment is at the county level.

Anticipated Accomplishments

The State expects to make repairs and mitigation related improvements to housing and public facilities and if needed, for economic recovery activities, particularly restoration of commercial areas. The majority of the beneficiaries of the funds will be low- and moderate-income (LMI) residents. All housing activities must meet the LMI national objective under the State's plan. Applications for the funds will be required to specify proposed activities, proposed units of accomplishment, and beneficiaries in the

application. These anticipated accomplishments will be reported by the Department to HUD during the first guarter of reporting using the online Disaster Recovery Grant Reporting System (DRGR).

Recognizing that many local governments in Florida are already administering large amounts of federal dollars, should a subgrantee not be able to expend all funds in a timely manner or not apply for their full allocation, the State will reallocate the funds to jurisdictions that have unmet need and can use the funds within the established timeframe. Deobligated funds may be used in the same manner.

Activities

This Action Plan outlines the State's framework for allocating funding. However, eligible subgrantees are being provided, and are encouraged to read, the requirements set out in the Federal Register (Volume 74, No. 29 and Volume 74, Number 156). Unless otherwise stated in the Federal Register, statutory and regulatory provisions governing the Community Development Block Grant (CDBG) program for states, including 24 CFR part 570 subpart I, apply to the use of these funds.

The Department will limit new construction or new development to the expansion of facilities that serve the community or the replacement of storm-damaged housing that cannot be adequately brought up to safety and health standards (building codes). Funds will be used for repairs and long-term recovery. At least fifty percent (50%) of the funds must benefit low- and moderate- income persons. The LMI National Objective must be met for all housing activities.

- ∇ Infrastructure and public facility projects may include, but are not limited to, repairs and improvements to streets, water and sewer systems, and drainage facilities.
- ∇ Business assistance may include, but is not limited to, repairs and improvements to buildings in commercial or business areas and related activities.
- V Housing activities may include rehabilitation and replacement of housing for low- and moderate-income persons where rehabilitation that will bring the unit up to local and state building code cannot be accomplished. Local governments may also buyout residential properties located in floodplains and relocate the occupants; moreover, all improvements on the acquired property must be demolished and the property converted to its natural state with deed restrictions that will prevent all future development except for minor structures that may be needed for parks and other public recreational areas. The purpose of the buyout must be to move a household out of a repeatedly flooded area and to convert the land to its natural state for perpetuity.

The State shall use fourteen percent (14%) of its funds for affordable rental housing activities. These activities may include housing rehabilitation, replacement, temporary or permanent relocation, buyout of housing units in the floodplain, etc. Subgrantees are encouraged to work with Public Housing Authorities or other qualified nonprofits to accomplish this requirement.

Should an applicant wish to pursue an activity that is not listed in the action plan or application, the local government must contact the Department for approval prior to undertaking such activity. Eligible activities must focus on housing assistance, public infrastructure destroyed or damaged, and assistance for commercial areas impacted by the storm.

Listed below are eligible activities that may be undertaken by subgrantees:

ELIGIBLE ACTIVITIES
Acquisition for rehabilitation
Acquisition in 100 year flood plain, acquisition (in support of), acquisition of real
property, land, building, easement or right-of-way
Administration, Planning and Management
Asbestos removal / lead based paint abatement
Clearance and Demolition
Code enforcement
Demolition of vacant dilapidated housing units
Demolition of vacant dilapidated structures (other than housing)
Engineering
Fire protection, fire hydrants, water facilities, lines, tank, treatment, well
Fire station, equipment
Flood & drainage, storm drains, catch basin, retention pond, curb & gutter
Hazard Mitigation (Other)
Housing rehab plumbing
Open space parks, playgrounds, recreational facilities
Other Commercial/Business Assistance
Other commercial/industrial improvements
Parking facilities, spaces
Permanent relocation as part of hazard mitigation, permanent relocation, temporary
relocation
Potable well & septic system installation
Public facilities & improvements (OTHER)
Recreation/neighborhood center, senior center
Rehab, multi unit residential
Rehab, public/private owned commercial/industrial
Rehab, single unit residential
Rehabilitation of commercial buildings, facade, section 504 compliance, correction
of code violation, building rehab by owner/tenant
Relocation of commercial facility
Relocation of utilities to underground
Removal of architectural barriers in public buildings
Replacement housing
Sewage treatment plant, sewer lines & components, sewer line replacement, other
sewer facilities force sewer main, gravity sewer main, treatment, pump/lift stations
Sidewalks and pedestrian malls when related to Commercial improvements
Solid waste disposal improvements
Street improvements, resurfacing
Tree planting
Utility hookups
Water and/or sewer hookups for housing units
Water facilities, water & sewer improvements in general
rrator radiinado, water a dewer improvemento in general

Waivers

The State will make use of waivers provided by HUD in the Federal Register notice as necessary for the successful implementation of the funded activities. Subgrantees should refer to the Federal Register notice for information on waivers.

National Objective

All activities must meet one of the three national objectives set out in the Housing and Community Development Act (address slum and blight, urgent need, primarily benefit LMI persons). Up to 50 percent (rather than the 30 percent allowed by regular program regulations) of the State's grant may fund activities under the "urgent need" or "prevention or elimination of slums and blight" national objectives. At least 50 percent (rather than the 70 percent required under regular program regulations) must be utilized to serve LMI beneficiaries. All housing activities must meet the LMI national objective.

<u>Citizen Participation and Public Comment</u>

State Efforts

The State published a notice in the Florida Administrative Weekly (FAW) on September 2, 2009, announcing the availability of the funding, the development of a draft Action Plan, and the application cycle. The notice appeared in the FAW on September 11, 2009. The information was also emailed to all local governments and posted to the Department's website. Comments from the public on the Action Plan were accepted from September 11, 2009 until September 26, 2009. Appendix B is a summary of public comments received. The funding cycle will open on October 27, 2009, and close on December 15, 2009. (The Department anticipates that the Action Plan will be approved by HUD within approximately 15 days of submittal. However, should the Department become aware of any issue that could affect the application cycle, the closing date will be extended and notification will be provided to all local governments. Such notification will also be posted to the Department's website.) In addition, the Department will make information available to other agencies and nonprofit organizations by publishing notices in the FAW and on its website.

Local Efforts

Because damage assessment data is available only at the county level, the unmet need data cannot be further broken down by jurisdictions within the county. Therefore, counties eligible to receive funds must consider the needs of all municipalities (and Federally Recognized Indian Tribes) within the incorporated as well as unincorporated area of the county (and reservations contiguous to the county). Counties should also consult with local housing providers regarding funding for affordable rental housing needs related to the storms. Counties must provide the Department with documentation that all parties were allowed an opportunity to discuss unmet needs and the best use of the funding. Counties may elect to have a municipality apply for and administer the funds if such municipality has the capacity, the greatest unmet need, and the majority of the funds will be expended within its jurisdiction. In all other cases, the county will be the applicant and will administer funding for projects located in affected municipalities as well as the unincorporated area.

Applicants will not be required to conduct public hearings or meetings to receive comments from residents of the community. Applicants will be required to post a public notice in a newspaper of general circulation and to their website, that states the types of projects to be undertaken, the source and amount of funding available for the activities, a date by which public comments must be made, and who to contact for a copy of the proposed application (i.e., name or office and telephone number). This notice, which must provide for a 10-day comment period, must be published prior to the submission of the application.

The State, local governments and Federally Recognized Indian Tribes receiving awards must allow citizens access to grant information pursuant to Florida's Government in the Sunshine Law as well as federal requirements. Records should be made available for public inspection during normal business hours. In addition, if possible, information should be posted to websites. Upon request, information must be provided in a format accessible to persons with disabilities. Retention of records must meet existing public record requirements.

Recovery Planning

The State encourages its subgrantees to implement short- and long-term recovery planning and to make sound decisions that result in appropriate land-use, responsible flood plain management, removal of regulatory barriers to reconstruction, and coordination with other state and federal programs and entities. Subgrantees should attempt to use these funds in a way that results in mitigating future disasters as well as providing for recovery.

Quality Construction

The State will encourage construction methods that emphasize high quality, durability, energy efficiency, sustainability, and mold resistant residential, commercial, and other buildings. The State requires that all housing units assisted with these disaster recovery funds be brought up to state and local building codes and Section 8 Housing Quality Standards. Where practicable, appropriate energy conservation improvements (i.e. energy efficient appliances, windows, doors, etc.) will be made. Efforts to mitigate flood risk through construction and elevation should be undertaken.

Special Needs Population

The State encourages grant recipients to provide adequate, flood-resistant housing for all income groups within the disaster-affected areas. Subgrantees must describe in their application how they will attempt to address emergency shelter and transitional housing needs of homeless individuals and families (including subpopulations) to prevent low-income individuals and families with children (especially those with incomes below 30 percent of median) from becoming homeless, to help homeless persons make the transition to permanent housing and independent living, and to address the special needs of persons who are not homeless identified in accordance with 24 CFR 91.315(d). An explanation of how a subgrantee will attempt to address the special needs population must be incorporated into existing Housing Assistance Plans if the Plan does not already contain such language.

Reporting

The State will report on funds expended as well as accomplishments and beneficiaries in HUD's online Disaster Recovery Grant Reporting (DRGR) system. Funds will be drawn for payments by the Department using this system. Each subgrantee must report on a quarterly basis (on a form provided by the Department) on the status of the activities undertaken. Quarterly status reports will be due to the Department within 15 calendar days following the end of the quarter. The State will then report to HUD using the online DRGR system.

Certifications and Documentation

The use of the disaster funding is contingent upon certain requirements, and both the State and local governments will be expected to certify that these requirements will be met or carried out. Applicable federal and state laws, rules and regulations are listed in the application form, and the chief elected official, or designee authorized by the local governing authority, of the local government applying for funds will be required to certify in writing that the grant will be carried out in accordance with the stated

requirements. These requirements will also be a part of the Award Agreement between the Department and its subgrantees.

In addition, local governments will be required to submit or maintain documentation that fully supports the application that is submitted to the Department. Requirements relating to documentation are set out in the application form. Failure to document that a project is needed as a result of the disaster(s) or to mitigate the effects of future disasters will result in an application being declared ineligible.

METHOD OF ALLOCATION

General Information

The Department of Community Affairs will administer the \$81,063,855 allocated by HUD. Entitlement communities, non-entitlement communities, and Federally Recognized Indian Tribes are eligible to apply for assistance. Funds will go "to areas having unmet need," and at least fifty percent (50%) of the funds must benefit LMI persons. Applicants must certify that no other funding is available to address the need. Eligible applicants may submit multiple projects that will address housing, infrastructure, public facility, or commercial needs. Local governments are encouraged to give special consideration to the unmet needs of the elderly, people with disabilities, and persons living in poverty.

The federal register notice limits administration to five percent (5%) of the overall state allocation. The State anticipates that two percent (2%) of the funding will be used for administrative expenses and an additional half-percent (.5%) for technical assistance to subgrantees. Local governments may use two and one-half percent (2.5%) of the State's total allocation for administration.

Match Requirement

There are no match requirements, but local governments are encouraged to use funds from other sources in combination with these funds.

Allocation of Funds

Data: Preliminary Damage Assessment (PDA) data is collected by the Federal Emergency Management Agency (FEMA) at the county level. The dollar amounts representing damages were the basis of the allocation formula.

Methodology: Counties that experienced damage from Tropical Storm Fay and Hurricanes Ike and Gustav were ranked in order of Total Damage.

Each county's Total Damage (as a percentage of the entire State) was then multiplied by the funds available to calculate a "Simple Allocation."

Simple Allocation = $\% \times \$81,063,855$

The total funds available were limited for statewide distribution; therefore, a Simple Allocation cut-off of \$190,000 was established to ensure significant awards. All allocations not meeting this threshold were re-distributed to those in the top-qualifying tier, distributed by each county's percentage of those within the tier. Allocating the funds in this manner ensures that communities with the greatest need receive an amount significant enough to accomplish measurable repair and recovery.

COUNTY	PDA TOTAL	TOTAL AWARD	PCT OF TOTAL DMG	SIMPLE AWARD
Leon	\$30,543,181	\$79,037,259	12.73%	\$10,065,128
Collier	\$29,894,993	\$79,037,259	12.46%	\$9,851,525
St. Lucie	\$24,179,628	\$79,037,259	10.08%	\$7,968,097
Escambia	\$21,206,000	\$79,037,259	8.84%	\$6,988,175
Brevard	\$19,643,240	\$79,037,259	8.19%	\$6,473,187
Palm Beach	\$19,603,736	\$79,037,259	8.17%	\$6,460,169
Duval	\$12,831,502	\$79,037,259	5.35%	\$4,228,463
Volusia	\$12,521,000	\$79,037,259	5.22%	\$4,126,141
Gulf	\$7,609,893	\$79,037,259	3.17%	\$2,507,746
Monroe	\$7,468,230	\$79,037,259	3.11%	\$2,461,063
Sarasota	\$7,062,649	\$79,037,259	2.94%	\$2,327,409
St. Johns	\$3,901,684	\$79,037,259	1.63%	\$1,285,752
Bay	\$3,741,814	\$79,037,259	1.56%	\$1,233,069
Putnam	\$3,598,200	\$79,037,259	1.50%	\$1,185,742
Flagler	\$2,611,875	\$79,037,259	1.09%	\$860,711
Nassau	\$2,347,652	\$79,037,259	0.98%	\$773,640
Broward	\$2,293,315	\$79,037,259	0.96%	\$755,734
Martin	\$2,034,336	\$79,037,259	0.85%	\$670,390
Okaloosa	\$2,023,400	\$79,037,259	0.84%	\$666,786
Hardee	\$1,900,000	\$79,037,259	0.79%	\$626,122
Santa Rosa	\$1,740,000	\$79,037,259	0.73%	\$573,395
Marion	\$1,567,415	\$79,037,259	0.65%	\$516,522
Miami-Dade	\$1,515,178	\$79,037,259	0.63%	\$499,308
Calhoun	\$1,501,454	\$79,037,259	0.63%	\$494,786
Alachua	\$1,427,721	\$79,037,259	0.60%	\$470,488
Okeechobee	\$1,412,040	\$79,037,259	0.59%	\$465,320
Wakulla	\$1,378,001	\$79,037,259	0.57%	\$454,103
Seminole	\$1,297,284	\$79,037,259	0.54%	\$427,504
Baker	\$1,187,555	\$79,037,259	0.50%	\$391,344
Franklin	\$900,000	\$79,037,259	0.38%	\$296,584
Lake	\$871,619	\$79,037,259	0.36%	\$287,231
Hendry	\$817,570	\$79,037,259	0.34%	\$269,420
Osceola	\$727,045	\$79,037,259	0.30%	\$239,589
Gadsden	\$725,727	\$79,037,259	0.30%	\$239,154
Bradford	\$649,816	\$79,037,259	0.27%	\$214,139
Highlands	\$621,781	\$79,037,259	0.26%	\$204,900
Clay	\$603,515	\$79,037,259	0.25%	\$198,881
Glades	\$602,881	\$79,037,259	0.25%	\$198,672
Jefferson	\$591,439	\$79,037,259	0.25%	\$194,901
Manatee	\$456,767	\$79,037,259	0.19%	\$150,522
Liberty	\$426,811	\$79,037,259	0.18%	\$140,650
Suwannee	\$414,000	\$79,037,259	0.17%	\$136,429
Dixie	\$387,729	\$79,037,259	0.16%	\$127,771
Hamilton	\$227,641	\$79,037,259	0.09%	\$75,016
Pasco	\$201,810	\$79,037,259	0.08%	\$66,504
Taylor	\$166,323	\$79,037,259	0.07%	\$54,810
Union	\$166,237	\$79,037,259	0.07%	\$54,781
Charlotte	\$160,982	\$79,037,259	0.07%	\$53,050
	+	,,		+-0,000

COUNTY	PDA TOTAL	TOTAL AWARD	PCT OF TOTAL DMG	SIMPLE AWARD
Columbia	\$60,222	\$79,037,259	0.03%	\$19,845
DeSoto	\$20,000	\$79,037,259	0.01%	\$6,591
Citrus	\$0	\$79,037,259	0.00%	\$0
Gilchrist	\$0	\$79,037,259	0.00%	\$0
Hernando	\$0	\$79,037,259	0.00%	\$0
Hillsborough	\$0	\$79,037,259	0.00%	\$0
Holmes	\$0	\$79,037,259	0.00%	\$0
Indian River	\$0	\$79,037,259	0.00%	\$0
Jackson	\$0	\$79,037,259	0.00%	\$0
Lafayette	\$0	\$79,037,259	0.00%	\$0
Lee	\$0	\$79,037,259	0.00%	\$0
Levy	\$0	\$79,037,259	0.00%	\$0
Madison	\$0	\$79,037,259	0.00%	\$0
Orange	\$0	\$79,037,259	0.00%	\$0
Pinellas	\$0	\$79,037,259	0.00%	\$0
Polk	\$0	\$79,037,259	0.00%	\$0
Sumter	\$0	\$79,037,259	0.00%	\$0
Walton	\$0	\$79,037,259	0.00%	\$0
Washington	\$0	\$79,037,259	0.00%	\$0
Totals	\$239,842,891		100.00%	\$79,037,259

Final Awards after Reallocation of Funds under \$190,000 Threshold

COUNTY	PDA TOTAL	TOTAL AWARD	PCT OF TOTAL DMG	SIMPLE AWARD	PCT OF THRESHOLD GROUP	REALLO- CATION	SIMPLE AWARD PLUS REALLOC
Leon	\$30,543,181	\$79,037,259	12.73%	\$10,065,128	12.88%	\$885,969	\$10,179,232
Collier	\$29,894,993	\$79,037,259	12.46%	\$9,851,525	12.61%	\$885,969	\$9,963,208
St. Lucie	\$24,179,628	\$79,037,259	10.08%	\$7,968,097	10.20%	\$885,969	\$8,058,428
Escambia	\$21,206,000	\$79,037,259	8.84%	\$6,988,175	8.94%	\$885,969	\$7,067,397
Brevard	\$19,643,240	\$79,037,259	8.19%	\$6,473,187	8.28%	\$885,969	\$6,546,571
Palm Beach	\$19,603,736	\$79,037,259	8.17%	\$6,460,169	8.27%	\$885,969	\$6,533,405
Duval	\$12,831,502	\$79,037,259	5.35%	\$4,228,463	5.41%	\$885,969	\$4,276,399
Volusia	\$12,521,000	\$79,037,259	5.22%	\$4,126,141	5.28%	\$885,969	\$4,172,917
Gulf	\$7,609,893	\$79,037,259	3.17%	\$2,507,746	3.21%	\$885,969	\$2,536,175
Monroe	\$7,468,230	\$79,037,259	3.11%	\$2,461,063	3.15%	\$885,969	\$2,488,963
Sarasota	\$7,062,649	\$79,037,259	2.94%	\$2,327,409	2.98%	\$885,969	\$2,353,794
St. John's	\$3,901,684	\$79,037,259	1.63%	\$1,285,752	1.65%	\$885,969	\$1,300,328
Bay	\$3,741,814	\$79,037,259	1.56%	\$1,233,069	1.58%	\$885,969	\$1,247,047
Putnam	\$3,598,200	\$79,037,259	1.50%	\$1,185,742	1.52%	\$885,969	\$1,199,185
Flagler	\$2,611,875	\$79,037,259	1.09%	\$860,711	1.10%	\$885,969	\$870,469
Nassau	\$2,347,652	\$79,037,259	0.98%	\$773,640	0.99%	\$885,969	\$782,410
Broward	\$2,293,315	\$79,037,259	0.96%	\$755,734	0.97%	\$885,969	\$764,301
Martin	\$2,034,336	\$79,037,259	0.85%	\$670,390	0.86%	\$885,969	\$677,990
Okaloosa	\$2,023,400	\$79,037,259	0.84%	\$666,786	0.85%	\$885,969	\$674,346
Hardee	\$1,900,000	\$79,037,259	0.79%	\$626,122	0.80%	\$885,969	\$633,220
Santa Rosa	\$1,740,000	\$79,037,259	0.73%	\$573,395	0.73%	\$885,969	\$579,896

COUNTY	PDA TOTAL	TOTAL AWARD	PCT OF TOTAL DMG	SIMPLE AWARD	PCT OF THRESHOLD GROUP	REALLO- CATION	SIMPLE AWARD PLUS REALLOC
Marion	\$1,567,415	\$79,037,259	0.65%	\$516,522	0.66%	\$885,969	\$522,378
Miami-Dade	\$1,515,178	\$79,037,259	0.63%	\$499,308	0.64%	\$885,969	\$504,969
Calhoun	\$1,501,454	\$79,037,259	0.63%	\$494,786	0.63%	\$885,969	\$500,395
Alachua	\$1,427,721	\$79,037,259	0.60%	\$470,488	0.60%	\$885,969	\$475,822
Okeechobee	\$1,412,040	\$79,037,259	0.59%	\$465,320	0.60%	\$885,969	\$470,595
Wakulla	\$1,378,001	\$79,037,259	0.57%	\$454,103	0.58%	\$885,969	\$459,251
Seminole	\$1,297,284	\$79,037,259	0.54%	\$427,504	0.55%	\$885,969	\$432,350
Baker	\$1,187,555	\$79,037,259	0.50%	\$391,344	0.50%	\$885,969	\$395,781
Franklin	\$900,000	\$79,037,259	0.38%	\$296,584	0.38%	\$885,969	\$299,946
Lake	\$871,619	\$79,037,259	0.36%	\$287,231	0.37%	\$885,969	\$290,487
Hendry	\$817,570	\$79,037,259	0.34%	\$269,420	0.34%	\$885,969	\$272,474
Osceola	\$727,045	\$79,037,259	0.30%	\$239,589	0.31%	\$885,969	\$242,305
Gadsden	\$725,727	\$79,037,259	0.30%	\$239,154	0.31%	\$885,969	\$241,866
Bradford	\$649,816	\$79,037,259	0.27%	\$214,139	0.27%	\$885,969	\$216,566
Highlands	\$621,781	\$79,037,259	0.26%	\$204,900	0.26%	\$885,969	\$207,223
Clay	\$603,515	\$79,037,259	0.25%	\$198,881	0.25%	\$885,969	\$201,136
Glades	\$602,881	\$79,037,259	0.25%	\$198,672	0.25%	\$885,969	\$200,924
Jefferson	\$591,439	\$79,037,259	0.25%	\$194,901	0.25%	\$885,969	\$197,111

PDA= Preliminary Damage Assessment

SIMPLE AWARD is approximately one third of the PDA (because the total funds are one third of the total damage).

SIMPLE AWARD PLUS REALLOCATION is as above, plus a reallocation of funds from all communities at <\$190k SIMPLE AWARD.

Project Selection:

The State believes that local communities can best determine projects that are eligible for funding and for which no other funds are available. Therefore, the Department of Community Affairs will provide a list of eligible activities that local governments may use in developing applications for proposed projects. The State will not carry out any activities other than technical assistance and administration.

Application Threshold Factors

- ∇ All applications must reflect eligible activities, and all activities must meet a national objective.
- ∇ All housing activities must benefit persons at or below eighty percent (80%) AMI (must meet HUD's low- and moderate- income national objective).
- ∇ Applications must meet the federal requirement for affordable rental housing needs.
- ∇ A narrative must describe the overall project and include location, amount of expenditure projected for each activity, and who the anticipated beneficiaries are. The narrative must provide justification for undertaking the activities and describe how they relate to the storms covered by the federal declarations mentioned in this Action Plan. The application must reflect a national objective for each activity and explain how the national objective is being met.
- ∇ Applications must describe how beneficiaries of housing activities are selected or provide a copy of an adopted Housing Assistance Plan that describes beneficiary selection.
- ∇ Applications must specify how special needs populations will benefit as a result of the activities (please note that special needs persons include those who are homeless, elderly, handicapped).

∇ Any additional information requested by the Department in order to justify or determine the eligibility of a project must be provided in a timely manner as set out by the Department.

GRANT ADMINISTRATION

Sources of Administrative Information for State and Subgrantee Administration

In the administration of these funds, the State will rely primarily on the guidance, including specified requirements and waivers, set out in the Federal Register Notice. The State will also refer to the federal regulations that govern the State-administered Small Cities Community Development Block Grant (CDBG) Program, taking into consideration waivers made by HUD to facilitate the administration of this funding.

The State will adopt an emergency rule that will provide authority to award grants to the targeted communities. Administrative requirements pertaining to this allocation of funding will be reflected in the application, the Award Agreement and, in some cases, in other instructions provide to grantees in the form of technical memorandums or other communications. The application and its instructions will specify information that communities applying for funds must provide with the application. The Award Agreement between the State and the subgrantee will also contain special conditions that relate to grant administration.

State Administration and Staffing

The Department plans to hire two additional employees to assist with the administrative functions associated with the funding. An administrative support position and a contract manager position will be added; disaster staff already employed to assist with disaster recovery will assist, as will the Department's regular program staff. Staff is trained to administer CDBG and disaster recovery grants. The relatively small amount of federal funding to be received by Florida will alleviate the need for additional state staff.

Administrative Costs

As stated in the applicable Federal Register Notice, no more than five percent (5%) of the State's total grant award may be used for planning and program administrative costs. The State will use two and one-half percent (2.5%) with the remaining two and one-half percent (2.5%) available for use by subgrantees. The limited amount of administrative funding will require subgrantees to select projects that can be implemented without the need for a large amount of administrative costs.

Amendments to Award Agreements

The Department encourages all applicants to carefully plan projects that meet the stated requirements and to specify activities, associated costs, and proposed accomplishments and beneficiaries in order to reduce the need for amending contracts. The Department will award two-year contracts.

The Department will follow its established process for amendments. Local governments should contact the Department prior to requesting an amendment or contract modification that affects the budget, activities, beneficiaries, or timeframe for accomplishing the work. Should a proposed amendment result in the need for modification of this action plan, the State will follow the process required by HUD for this disaster recovery funding. Modifications to contracts that would result in the State not being able to meet the affordable housing requirement will not be approved.

Applicants should identify unmet needs within the application. Should a subgrantee not be able to expend all funds in a timely manner or not apply for their full allocation, the State will reallocate the

funds to jurisdictions that have unmet need and can use the funds within the established timeframe. Deobligated funds may be used in the same manner.

Anti-Displacement and Relocation

Local governments must minimize displacement of persons or entities and assist any persons or entities displaced in accordance with the Uniform Anti-Displacement and Relocation Act and local policy.

Citizen Complaints

Subgrantees having procedures for dealing with citizens' complaints under the Florida Small Cities CDBG or Entitlement programs must follow such procedures. If procedures do not exist, they must be adopted prior to execution of the Award Agreement with the Department. Subgrantees must provide a written response to every citizen complaint within 15 working days of the complaint, if practicable.

Definitions

The terms and definitions that are normally associated with Community Development Block Grants apply to this funding. This includes the definition of low- and moderate- income, very-low-income, and income limits. In addition, definitions and descriptions contained in the federal register and any subsequent information provided by the Department are applicable.

Duplication of Benefits

In general, 42 U.S.C. 5155 (section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act, as amended) prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which he has received financial assistance under any other program or from insurance or any other source. The Second 2008 Act stipulates that funds may not be used for activities reimbursable by or for which funds have been made available by FEMA or by the Army Corps of Engineers. Local governments must certify that there will be no duplication of benefit. The State will monitor its subgrantees to ensure that no duplication of benefit occurs.

Environmental Review

Applicants must comply with the State's Intergovernmental Coordination and Review process and 24 CFR Part 58, relating to environmental review. Specific instructions concerning this process will be made available to all subgrantees. Some projects will be exempt from the environmental assessment process, but all subgrantees will be required to submit the Request for Release of Funds and Certification (HUD Form 70.15). Funds will not be released for expenditure until the Department is satisfied that the appropriate environmental review has been conducted.

Buyouts

Disaster recovery grant recipients have the discretion to pay pre-flood or post-flood values for the acquisition of properties located in a flood way or floodplain. In using CDBG disaster recovery funds for such acquisitions, the subgrantee must uniformly apply the valuation method it chooses.

Any property acquired with disaster recovery grants being used to match FEMA Section 404 Hazard Mitigation Grant Program funds is subject to section 404(b) (2) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, which requires that such property be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands

management practices. In addition, with minor exceptions, no new structure may be erected on the property and no subsequent application for federal disaster assistance may be made for any purpose. A deed restriction or covenant must require that the property be dedicated and maintained for compatible uses in perpetuity.

Flood insurance is mandated for any assistance provided within a floodplain. The federal requirements set out for this funding provide further guidance on activities that are to be conducted in a flood plain. The Department will provide further guidance regarding work in the floodplain upon request. HUD has provided waivers that may apply to buyout programs implemented by subgrantees. These are spelled out in the federal register notice.

Housing Assistance

The local government must adopt a policy for selecting beneficiaries and housing units for affordable rental housing projects and owner occupied primary residences if they have not already done so. The local government must follow this policy when selecting beneficiaries, including the special needs population, and housing units to be addressed. Local governments are encouraged to use their existing Housing Assistance Plan. Once the Award Agreement is executed, modifications to the plan can only be made with the Department's approval. Each applicant must submit a copy of their community's Housing Assistance Plan (HAP). The HAP must specifically address disaster recovery funding and the persons to be served by the funds.

Pre-award Agreement Costs

The provisions of 24 CFR 570.489(b) will be allowed so that a subgrantee can reimburse itself for otherwise allowable costs incurred on or after the incident date of the covered disaster. However, the State requires that subgrantees provide the Department with a written request to incur such costs. Approval of requests will be made on a case-by-case basis.

Monitoring

The Department will utilize its existing monitoring process to ensure that all contracts funded under this disaster recovery allocation are carried out in accordance with federal and state laws, rules and regulations. The Department will monitor the compliance of subgrantees, and HUD will monitor the State's compliance with this requirement. Expenditures may be disallowed if the use of the funds does not address needs directly resulting from the disaster or are clearly not for the greatest needs. In such case, the local government receiving the funding would be required to refund the amount of the grant that was disallowed.

In determining appropriate monitoring of the grant, the Department will consider prior CDBG grant administration, audit findings, as well as factors such as complexity of the project. The Department will determine the areas to be monitored, the number of monitoring visits, and their frequency. All grants will be monitored at least once a year for the duration of project activities. The monitoring will address program compliance with contract provisions, including national objective, financial management, and the requirements of 24 CFR Part 85. The Department will utilize the checklists similar to those used in monitoring regular program activities. The monitoring process typically consists of the following activities:

- The Department determines the schedule for monitoring and the program areas to be monitored.
- The Department contacts the subgrantee by phone to schedule a monitoring visit.
- The date and purpose of the visit is confirmed in writing.
- Staff arrives on the scheduled date and conducts the monitoring.

- Staff prepares and mails to the recipient a written monitoring report within 30 days of the monitoring visit.
- The subgrantee must respond within 35 days. It may request a 15-day extension if it cannot resolve the findings within the 35-day period.
- The Department approves the extension and/or responds to recipient's report on actions taken or to be taken to address grant findings.
- The Department clears the findings or requires further action.
- All findings must be cleared before the grant can be closed.

Fraud, Waste and Abuse

At all phases of grant administration, including application and implementation workshops, technical assistance and monitoring, the Department will review areas and issues where fraud and/or misuse of funds could occur and advise the recipient of the funds of the actions needed to alleviate the possibility for such. A risk analysis will be completed for each subgrantee. The State will give special attention to monitoring and reviewing accounting, financial management (including grant payments), and procurement documents. The State will use technical assistance to increase the capacity of subgrantees as needed. The State will also instruct subgrantees on monitoring work provided by contractors as subrecipients of these funds.

Further, the Department will request that its Inspector General make monitoring visits, review financial documents and provide technical assistance as needed to prevent fraud, waste and abuse. The Department will involve HUD and the HUD Inspector General's Office to further assist if a local government does not immediately take corrective actions when fraud, waste or abuse is suspected. The Department will suspend all funding as soon as the possibility of fraud, waste and abuse of federal funds is suspected and will not provide additional funding until the matter is resolved. If it cannot be resolved satisfactorily, the subgrantee will be required to repay part of all of the funds received.

Program Income

Any program income earned as a result of activities funded under this grant must be reported to the Department, but may be retained by the local government and used to continue the CDBG disaster recovery activity from which the funds were generated. Instructions will be given to all subgrantees at the grant implementation workshop.

Timeframe for Completion

All grants provided to local governments will be in the form of a two-year contract but the contract may be amended to extend the initial end date for up to 24 months. Where possible, the Department encourages subgrantees to work with qualified nonprofit agencies to ensure the timely completion of housing activities.

Technical Assistance

The State will provide technical assistance to local governments requesting assistance in developing applications for funding under the HUD Disaster Recovery Initiative. At a minimum, this technical assistance will provide information on: the eligible uses of funds, the application or method of fund distribution, and an explanation of rules and regulations governing the grants funded under the Disaster Recovery Initiative. Technical assistance may take the form of workshops, telecommunication, on-site assistance, written correspondence, or manuals and guidebooks.

APPENDIX A

CERTIFICATIONS

In accordance with applicable statutes, regulations, and notices:

- a. The state certifies that it will affirmatively further fair housing, which means that it has or will conduct an analysis to identify impediments to fair housing choice within the state, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard. (See 24 CFR 570.487(b) (2)
- b. The state certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- c. The state certifies its compliance with restrictions on lobbying required by 24 CFR parts 87, together with disclosure forms, if required by part 87.
- d. The state certifies that the Action Plan for Disaster Recovery is authorized under state law and that the State, and any entity or entities designated by the State, possesses the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.
- e. The state certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for this grant.
- f. The state certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- g. The state certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 (except as provided for in notices providing waivers and alternative requirements for this grant), and that each unit of general local government that is receiving assistance from the state is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- h. The state certifies that it has consulted with affected units of local government in counties designated in covered major disaster declarations in the non-entitlement, entitlement, and tribal areas of the state in determining the method of distribution of funding.
- i. The state certifies that it is complying with each of the following criteria:
 - (1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in areas covered by a declaration of major disaster under title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) as a result of natural disasters that occurred and were declared in 2008.
 - (2) With respect to activities expected to be assisted with CDBG disaster recovery funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families.

- (3) The aggregate use of CDBG disaster recovery funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 50 percent of the amount is expended for activities that benefit such persons during the designated period.
- (4) The State will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low-and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - (A) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title: or
 - (B) For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the subgrantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).
- j. The state certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations.
- k. The state certifies that it has and that it will require units of general local government that receive grant funds to certify that they have adopted and are enforcing:
 - (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
 - (2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- I. The state certifies that each state grant recipient or administering entity has the capacity to carry out disaster recovery activities in a timely manner, or the State has a plan to increase the capacity of any state grant recipient or administering entity that lacks such capacity.
- m. The state certifies that it will not use CDBG disaster recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55.

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Signed By:	Date:	
Thomas G. Pelham, Secretary		
Florida Department of Community Affairs		

n. The state certifies that it will comply with applicable laws.

APPENDIX B

SUMMARY OF PUBLIC COMMENTS ON DRAFT ACTION PLAN CDBG DISASTER RECOVERY INITIATIVE

Interested Party	Summary of Comments on Draft Action Plan					
Lisa A. Blair, President/CEO Meridian Community	The plan identifies two and one-half percent (2.5%) admin, but seems to be silent on project delivery. Does the Department intend to handle project delivery in the same way as it has in previous DR allocations?					
Services Group, Inc. 850.877-1908 Tel 07/29/2009	Response: Will be handled during contract process.					
LaToya G. Ricketts, M.P.A. Disaster Recovery Initiative Specialist	Made comment regarding mitigation projects – does a mitigation project have to document that the storms addressed in the action plan caused the effects for which the project is being mitigated against.					
Housing and Community Redevelopment Palm Beach County Phone: (561) 233-3606 07/24/2009	Response: Yes					
Jessica Parrish Housing Manager Community Services	Made comments regarding allowable project delivery costs, limitations on infrastructure activities, and income qualifications.					
Department St. Lucie County Office: 772-462-2375 07/28/2009	Response: Will be handled during contract process.					
Janet Gilliard, Director Community Development & General Services Hardee County BoCC 863-773-6349 Office	Hardee County has an unmet need directly related to the storms (damage to a main roadway); would like methodology to be reconsidered and funds to be reallocated. Would like the fourteen percent (14%) housing set-aside to be removed for counties that didn't sustain any damage to housing. Response: Local government will receive funding.					
08/03/2009 Andy Easton, AICP Andy Easton & Associates	Question about survey as related to "urgent need." Response: Will be addressed during application process.					
Phone: 850-445-7829 andyeaston2@msn.com 08/03/2009	Question about local government applying for funding as designated by county. Response: Will be addressed during application process.					
	Question about addressing national objectives and the percentages of funds allocated to each one. Response: Has been addressed in Action Plan, further clarification will be addressed in application.					
	Question about public input. Response: Will be addressed in application.					
Don Lanham Grants Program Coordinator Leon County	Question about fourteen percent (14%) affordable rental housing activity. Response: Will be addressed in application.					
(850) 606-1914 08/05/2009	Question about specific project and the national objective that it pertains to. Response: Will be addressed in application.					

Deborah Belcher Roumelis Planning and Development Services, Inc. (850) 893-0694	Question: The plan identifies two and one-half percent (2.5%) admin, but does not mention project delivery. Will the Department provide any detailed guidance about project delivery costs?
09/2 - 4/2009	Response: Will be handled during contract process.
	Question: What activities will be eligible for the Affordable Rental Housing 14% set-aside amount?
	Response: Will be addressed in application.
	Comment: Allowing the CDBG Disaster Recovery funds to be used for new rental development would be a good long-term recovery strategy, as the new housing would be built to current hurricane-resistant standards and could be limited to locations outside 100-year floodplains.
	Response: Will be addressed in application.
	Question: If a County/grantee does not have an appropriate rental project for their grant, could they allow the 14% to be deducted from their grant and have DCA put it into a "pool" where other potential grantees could request that money to be added to their grants if needed?
	Response: Will be addressed in application.
Yvette Lopez, Housing Program Supervisor Broward County	Question: What activities will be eligible for the Affordable Rental Housing 14% set-aside amount?
954-765-5383 9/04/2009	Response: Will be addressed in application.
Lisa A. Blair, President/CEO Meridian Community Services Group, Inc. 850.877-1908 Tel	Question: On the small allocations will DCA require those local governments to spend the 14% set aside? Or, will DCA look at the state aggregately ensuring that the 14% amount is met statewide? Response: Will be addressed in application.
09/18/2009	
Carlos R. Serrano, Senior Planner Palm Beach County Housing & Community Development West Palm Beach, FL 33406 (561) 233-3608 phone 9/25/2009	Question: The Action Plan states: "Award recipients cannot use this disaster assistance for a project or activity that was underway prior to the Presidential disaster declaration, with the specified time period in the appropriations act, unless the disaster directly impacted the project" (page 3). At what stage is a project considered "underway": When it is identified in a planning document? When partial funding is budgeted from some source? When a design contract is awarded or when design commences? When a construction contract is awarded or when construction commences?
	Response: Will be handled during contract process.

APPENDIX C:

FEMA PRELIMINARY DAMAGE ASSESSMENTS*

HURICANE GUSTAV

County	Cat A	Cat B	Cat C	Cat D	Cat E	Cat F	Cat G	Total
Alachua								\$0.0
Baker								\$0.0
Bay		\$2,754,792.00			\$15,000.00		\$972,022.00	\$3,741,814.00
Bradford								\$0.0
Brevard								\$0.0
Broward								\$0.00
Calhoun								\$0.00
Charlotte								\$0.00
Clay								\$0.00
Collier								\$0.00
Colombia								\$0.00
DeSoto		+				<u> </u>		\$0.00
								\$0.00
Dixie								
Duval		\$20.000.00					611 750 000 00	\$0.00
Escambia		\$20,000.00					\$11,750,000.00	\$11,770,000.00
Flagler								\$0.00
Franklin			\$895,000.00				\$5,000.00	\$900,000.00
Gadsen								\$0.00
Glades								\$0.00
Gulf		\$3,894,231.00					\$1,730,769.00	\$5,625,000.00
Hamilton								\$0.00
Hardee								\$0.00
Hendry								\$0.00
Highlands								\$0.00
Hillsborough						İ		\$0.00
Indian River								\$0.00
Jefferson								\$0.00
Lake								\$0.00
Lee								\$0.00
Leon								\$0.00
Levy								\$0.00
		 				<u> </u>	-	\$0.00
Liberty								\$0.00
Manatee								
Marion								\$0.00
Martin						ļ		\$0.00
Miami-Dade								\$0.00
Monroe								\$0.00
Nassau								\$0.00
Okaloosa							\$2,023,400.00	\$2,023,400.00
Okeechobee								\$0.00
Orange								\$0.00
Osceola								\$0.00
Palm Beach								\$0.00
Pasco								\$0.00
Pinellas								\$0.00
Polk								\$0.00
Putnam								\$0.00
Santa Rosa							\$695,000.00	\$695,000.00
Sarasota							,	\$0.00
Seminole		1			† 	1	1	\$0.00
St. John's					+			\$0.00
St. Lucie		<u> </u>			1			\$0.00
Sumter		 			+	1	+	\$0.00
		-			-		1	\$0.00
Suwannee		 				-	 	
Taylor								\$0.00
Union		ļ				ļ	 	\$0.00
Volusia								\$0.00
Wakulla					1			\$0.00
State Agencies		\$ 367,468	\$ 164,950					\$532,418.00
Totals	\$0.00	\$7,036,491.00	\$1,059,950.00	\$0.00	\$15,000.00	\$0.00	\$17,176,191.00	\$25,287,632.00

^{*}FEMA public assistance damage assessment eligibility categories are the following. Cat A: Debris removal; Cat B: Emergency Protective measures; Cat C: Road systems and bridges; Cat D: Water control facilities; Cat E: Public buildings and contents; Cat F: Public utilities; Cat G: Parks, recreational, and other.

HURRICANE IKE

	l c	C-: D		RICANE IK				T-/ 1
County	Cat A	Cat B	Cat C	Cat D	Cat E	Cat F	Cat G	Total
Alachua							į į	\$0.00
Baker							ļ ļ	\$0.00
Bradford								\$0.00
Brevard								\$0.00
Broward							į	\$0.00
Calhoun							<u> </u>	\$0.00
Charlotte								\$0.00
Clay								\$0.00
Collier							\$1,098,517.00	\$1,098,517.00
Colombia							I	\$0.00
DeSoto								\$0.00
Dixie								\$0.00
Duval							i	\$0.00
Escambia	\$20,000.00	\$20,000.00					\$9,396,000.00	\$9,436,000.00
Flagler							Ī	\$0.00
Gadsen							!	\$0.00
Glades								\$0.00
Gulf		\$576,923.00					\$1,298,077.00	\$1,875,000.00
Hamilton		Ç5. 0,7£5.00					Ç.,_/0,0//.00	\$0.00
Hardee							i	\$0.00
	 				 	 	 	\$0.00
Hendry Highlands						1	<u> </u>	\$0.00
Hillsborough							i	\$0.00
Indian River							į į	\$0.00
Jefferson							<u> </u>	\$0.00
Lake								\$0.00
Lee								\$0.00
Leon							i	\$0.00
Levy							Į.	\$0.00
Liberty								\$0.00
Manatee								\$0.00
Marion								\$0.00
Martin							I	\$0.00
Miami-Dade							j	\$0.00
Monroe	\$1,137,750.00	\$995,384.56	\$145,000.00		\$232,850.00	\$100,000.00	\$1,436,491.00	\$4,047,475.56
Nassau							i	\$0.00
Okeechobee							Ī	\$0.00
Orange							Į.	\$0.00
Osceola								\$0.00
Palm Beach							i	\$0.00
Pasco							i	\$0.00
Pinellas							Ī	\$0.00
Polk							!	\$0.00
Putnam							-	\$0.00
Santa Rosa							\$1,045,000.00	\$1,045,000.00
Sarasota	\$10,000.00	\$40,000.00	\$3,000.00				\$7,009,649.00	\$7,062,649.00
Seminole	\$10,000.00	340,000.00	\$3,000.00				\$7,007,047.00	\$0.00
St. John's								\$0.00
								\$0.00
St. Lucie						-	<u> </u>	
Sumter						-	 	\$0.00
Suwannee	ļ				-	 	ļ <u></u>	\$0.00
Taylor					ļ		<u> </u>	\$0.00
Union						ļ	<u> </u>	\$0.00
Volusia W-1-11-						ļ	ļ <u>i</u>	\$0.00
Wakulla	ļ					ļ	ļi	\$0.00
South Florida WMD							<u> </u>	\$0.00
Southwest Florida WMD							<u> </u>	\$0.00
Northwest Florida WMD								\$0.00
St. John's River WMD								\$0.00
Suwanee River WMD								\$0.00
ı — — — — — — — — — — — — — — — — — — —								
State Agencies	\$ 96,523	\$ 1,635,510	\$ 32,640					\$1,764,673.00

^{*}FEMA public assistance damage assessment eligibility categories are the following. Cat A: Debris removal; Cat B: Emergency Protective measures; Cat C: Road systems and bridges; Cat D: Water control facilities; Cat E: Public buildings and contents; Cat F: Public utilities; Cat G: Parks, recreational, and other.

TROPICAL STORM FAY

				- STURINI				
County	Cat A	Cat B	Cat C	Cat D	Cat E	Cat F	Cat G	Total
Alachua	\$198,000.00	\$403,221.00	\$93,000.00		\$60,000.00	\$653,000.00	\$20,500.00	\$1,427,721.00
Baker	\$100,000.00	\$287,384.00	\$800,171.00					\$1,187,555.00
Bradford	\$58,500.00	\$112,239.00	\$436,077.00		\$14,500.00	\$28,500.00		\$649,816.00
Brevard	\$324,200.00	\$2,351,623.00	\$2,787,496.00	0	\$349,000.00	\$57,000.00	\$13,773,921.00	\$19,643,240.00
Broward		\$588,287.00			\$45,000.00		\$1,660,028.00	\$2,293,315.00
Calhoun			\$1,501,454.00					\$1,501,454.00
Charlotte		\$160,982.85						\$160,982.85
Clay	\$83,177.00	\$235,632.00	\$26,000.00		\$21,900.00	\$194,256.00	\$42,550.00	\$603,515.00
Collier	\$872,740.00	\$1,541,937.00	\$450,620.00		\$1,664,995.00	\$772,423.00	\$23,493,761.00	\$28,796,476.00
Colombia		\$60,222.00						\$60,222.00
DeSoto		\$20,000.00						\$20,000.00
Dixie		\$22,031.00	\$156,262.00		\$2,436.00		\$207,000.00	\$387,729.00
Duval	\$3,413,769.00	\$1,116,727.00	\$529,472.00		\$581,805.00	\$6,621,029.00	\$568,700.00	\$12,831,502.00
Flagler							\$2,611,875.00	\$2,611,875.00
Gadsen		\$99,486.00	\$626,241.00					\$725,727.00
Glades	\$87,000.00	\$154,881.00	\$40,000.00		\$27,000.00	\$280,000.00	\$14,000.00	\$602,881.00
Gulf		\$13,062.00	\$96,831.00					\$109,893.00
Hamilton	\$37,012.00	\$22,663.00	\$159,000.00	966	\$8,000.00			\$227,641.00
Hardee		\$500,000.00	\$1,400,000.00					\$1,900,000.00
Hendry	\$30,000.00	\$294,500.00	\$148,000.00	30000	\$101,284.00	\$213,786.00		\$817,570.00
Highlands	\$3,168.00	\$244,536.00	\$206,500.00		\$26,500.00	\$141,077.00		\$621,781.00
Hillsborough	40,0000	4= 1 1,000 100	+===,===		+== ,======	· · · · · · · · · · · · · · · · · · ·		\$0.00
Indian River		\$0.00						\$0.00
Jefferson	\$21,900.00	\$34,646.00	\$144,685.00		\$30,208.00	\$360,000.00		\$591,439.00
Lake	\$50,188.00	\$308,931.00	\$240,000.00		\$12,500.00	\$200,000.00	\$60,000.00	\$871,619.00
Lee	722,12212	4000,0000	4 =10,00000		, ,	+ ===,=====	400,00000	\$0.00
Leon	\$977,075.00	\$3,566,529.00	\$1,197,000.00	15223777	\$34,000.00	\$9,400,000.00	\$144,800.00	\$30,543,181.00
Levy	\$777,073.00	\$3,300,327.00	\$1,177,000.00	13223777	\$51,000.00	\$7,100,000.00	\$111,000.00	\$0.00
Liberty	\$13,480.00	\$12,931.00	\$200,400.00			\$200,000.00		\$426,811.00
Manatee	\$15,150100	\$456,767.00	\$200, 100100			\$200,000.00		\$456,767.00
Marion	\$485,850.00	\$102,484.00	\$658,934.00	143347	\$175,506.00	\$1,294.00		\$1,567,415.00
Martin	\$16,000.00	\$96,379.00	\$40,000.00	1 100 17	\$66,150.00	\$7,000.00	\$1,808,807.00	\$2,034,336.00
Miami-Dade	\$10,000.00	\$1,515,178.00	\$ 10,000.00		+ + + + + + + + + + + + + + + + + + + 	<i>ϕ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</i>	\$1,000,007.00	\$1,515,178.00
Monroe	\$337,726.00	\$830,959.00	\$1,091,150.00		\$293,270.00	\$27,000.00	\$840,650.00	\$3,420,755.00
Nassau	\$243,700.00	\$148,622.00	\$1,854,500.00		\$15,500.00	\$10,330.00	\$75,000.00	\$2,347,652.00
Okeechobee	\$875,000.00	\$510,500.00	\$1,540.00		\$25,000.00	\$10,000.00	<i>\$7.5</i> ,555.55	\$1,412,040.00
Orange	40.0,000.00	40.0,000.00	4 1,01010		+			\$0.00
Osceola	\$11,750.00	\$224,000.00	\$439,800.00	51495				\$727,045.00
Palm Beach	\$1,250.00	\$787,187.00	\$63,500.00	2002000	\$1,432,749.00	\$0.00	\$15,317,050.00	\$19,603,736.00
Pasco	\$1,250100	\$201,810.00	+ + + + + + + + + + + + + + + + + + + 	2002000	ψ1,102,717100	\$0.00	<i>\$15,511,655165</i>	\$201,810.00
Pinellas		\$201,010.00						\$0.00
Polk								\$0.00
Putnam	\$4,500.00	\$132,700.00	\$3,060,000.00			\$401,000.00		\$3,598,200.00
Sarasota	Ş-1,300.00	\$132,700.00	\$3,000,000.00			\$401,000.00		\$0.00
Seminole	\$225,000.00	\$540,826.00	\$239,000.00		\$292,458.00			\$1,297,284.00
St. John's	\$157,000.00	\$1,634,684.00	\$50,000.00		\$30,000.00	\$25,000.00	\$2,005,000.00	\$3,901,684.00
St. Lucie	\$1,127,250.00	\$1,080,430.00	\$3,625,000.00	3790000	\$2,927,000.00	\$150,000.00	\$11,479,948.00	\$24,179,628.00
Sumter	\$1,127,230.00	\$1,000,430.00	\$3,023,000.00	37 70000	\$2,727,000.00	\$150,000.00	\$11,477,740.00	\$0.00
Suwannee	\$50,000.00	\$49,000.00	\$270,000.00			\$45,000.00		\$414,000.00
Taylor	750,000.00	\$16,679.00	\$146,444.00		\$3,200.00	¥-13,000.00		\$166,323.00
Union	\$2,600.00	\$16,983.00	\$146,654.00		\$3,200.00			\$166,237.00
Volusia	\$607,000.00	\$4,207,000.00	\$7,435,000.00		\$262,000.00	\$7,000.00	\$3,000.00	\$12,521,000.00
Wakulla	\$8,400.00	\$55,000.00	\$1,038,480.00		7202,000.00	\$7,000.00	\$203,000.00	\$1,378,001.00
State Agencies	\$ 2,484,615	\$ 19,831,104	. , ,	\$ 2,100	\$502,808.00	\$0.00	\$54,309.00	\$26,337,273.00
Totals	\$12,907,850.00	\$44,590,742.85	\$34,861,548.00	\$21,243,685.00	\$9,004,769.00	\$19,867,816.00	\$74,383,899.00	\$216,860,309.85
*FEMA public		. , ,						

^{*}FEMA public assistance damage assessment eligibility categories are the following. Cat A: Debris removal; Cat B: Emergency Protective measures; Cat C: Road systems and bridges; Cat D: Water control facilities; Cat E: Public buildings and contents; Cat F: Public utilities; Cat G: Parks, recreational, and other.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: US Soccer Florida Cup

DEPARTMENT: Economic Development **DIVISION:** Tourism Development

AUTHORIZED BY: William McDermott **CONTACT:** Shani Beach **EXT:** 7135

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an agreement with US Soccer- Florida Cup in the amount of \$9,000 for the 2010 Florida Cup.

County-wide William McDermott

BACKGROUND:

In 2009, The Florida Cup was held in Bradenton, Florida. This event hosted 66 teams with over 900 participants and generated an economic impact of approximately \$650,000. If approved, this will be the first time that Seminole County has had the opportunity to host The Florida Cup. Event organizers are anticipating that our central location will draw a greater number of participants bringing 600 hotel room nights to Seminole County generating an economic impact of over \$821,000. At the September 10, 2009 meeting of the Tourist Development Council, the TDC unanimously recommended awarding a grant of \$9,000 to be used for facility fees at the Sylvan Lake Training Center and The David Maus Soccer Complex.

STAFF RECOMMENDATION:

Staff Recommends that the Board authorize the Chairman to execute an agreement with US Soccer- Florida Cup in the amount of \$9,000 for the 2010 Florida Cup.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

- Budget Review (Lisa Spriggs, Ryan Switzer)
- County Attorney Review (Ann Colby)

2010 FLORIDA CUP TOURIST TAX FUNDING AGREEMENT

WITNESSETH:

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, Section 125.0104, Florida Statutes, provides that Tourist Development Tax Revenues may be used to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote publicly owned or operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of COUNTY's special taxing district in which the tax is levied; 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, wishes to appropriate Tourist Development Tax Revenues as operational funds to host the 2010 Florida Cup to be held at Sylvan Lake Park and the Seminole Soccer Complex, one publicly owned and operated and the other owned by a Florida non-profit corporation, located in Seminole County, on March 13-14, 2010; and

WHEREAS, said tourist tax monies will be used to pay facility fees
for the above-listed facilities,

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

Section 1. Term. This Agreement shall be effective from the date of its execution by the parties until September 30, 2010, 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 to the other party as provided for herein or, at the option of COUNTY, immediately in the event that USCS 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 USCS after USCS has received notice of termination.

Section 3. Services.

- (a) Up to NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) in tourist tax funds from this Agreement shall be used to pay facility use fees at the Sylvan Lake Park and the Seminole Soccer Complex for the 2010 Florida Cup event as described in Exhibit A, attached hereto and incorporated herein.
- (b) USCS shall submit written invoices to COUNTY for payment of facility use for the event for combined usage of the above listed facilities not to exceed a total of NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00).
- (c) The COUNTY shall pay the above listed invoices from tourist tax funds no later than thirty (30) days after their submission.
- (d) ONE THOUSAND NINE HUNDRED TWELVE AND NO/100 DOLLARS (\$1,912.00) of the not-to-exceed NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) in tourist tax funds shall be paid to the Seminole Soccer

Club, Inc. d/b/a Florida Soccer Alliance as a deposit for rental of the Seminole Soccer Complex for the Florida Cup event.

- (e) All promotional packages sent out by USCS for the event, as described in Exhibit "A", must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by COUNTY prior to distribution in order to qualify for reimbursement.
- (f) USCS shall permit a third-party company, as designated by the COUNTY to conduct on-site surveys during the 2010 Florida Cup event to coordinate the survey process. USCS shall cooperate in making their event accessible in whatever manner necessary for completion of the survey.
- (g) USCS shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at USCS's event. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.
- (h) Failure to comply with or failure to meet the requirements of this Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to USCS by COUNTY pursuant to this Agreement.

Section 4. Liability and Insurance.

(a) **Liability**. COUNTY and its Commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions and negligence of USCS and its officers, employees, and agents in the performance of services provided hereunder

(b) Insurance.

(1) USCS shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer

evidencing the insurance required by this Section (Commercial General Liability). COUNTY, its officials, officers and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by USCS, USCS shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

- (2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, USCS shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.
- (3) In addition to providing the Certificate of Insurance, if required by COUNTY, USCS shall, 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 this Section.
- (4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by USCS shall relieve USCS of its full responsibility for performance of any obligation including its indemnification of COUNTY under this Agreement.
- (5) <u>Insurance Company Requirements</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:

- (A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.
- (B) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall 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.
- providing the insurance coverage required by this Agreement an insurance company shall: 1) lose its Certificate of Authority, or 2) fail to maintain the requisite Best's Rating and Financial Size Category, USCS shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as USCS has replaced the unacceptable insurer with an insurer acceptable to COUNTY, USCS shall be deemed to be in default of this Agreement.
- obligations or liability of USCS, USCS shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of the event and shall be maintained in force until this Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(A) Commercial General Liability.

(i) USCS's insurance shall cover USCS 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.

(ii) The minimum limits to be maintained by USCS (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

General Aggregate

Two (2) Times the Each Occurrence Limit \$1,000,000.00

Personal & Advertising Injury Limit Each Occurrence Limit

\$1,000,000.00

- (7) <u>Coverage</u>. The insurance provided by USCS pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers or employees shall be excess of and not contributing with the insurance provided by or on behalf of USCS.
- (8) Occurrence Basis. The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- Section 5. Billing and Payment. COUNTY hereby agrees to provide funds up to a maximum sum of NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) for facility use for the Florida Cup event described in Exhibit A to this Agreement. Said funds are payable upon:
- (a) Receipt by COUNTY of a Request for Funds Form, attached hereto and incorporated herein as Exhibit B, a facility use invoice from USCS requesting all or part of the above be paid by COUNTY, and a list of the teams that participated in the described Florida Cup event. Such request by USCS shall only be for the facility use fees specifically provided for herein. Such Request for Funds Form shall be properly completed and submitted no later than thirty (30) days after the event.

Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to USCS pursuant to this Agreement.

- (b) Verification by the Seminole County Economic Development/Tourism Director that USCS has held the event for which facility use fees are sought and has complied with the reporting requirements contained hereinafter;
 - (c) The original payment requests shall be sent to:

Original: Director

Seminole County Economic Development/Tourism

1000 AAA Drive, Suite 200 MS14

Heathrow, Florida 32746

A duplicate payment request shall be sent to:

Duplicate:

Director, Department of Finance Seminole County Services Building

1101 East First Street Sanford, Florida 32771

- (d) The Request for Funds Form shall be accompanied by a detailed report of the economic impact on COUNTY resulting from the event funds for which funds have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit C, shall include, but not be limited to, the actual number of hotel or motel rooms occupied, restaurant meals consumed, and estimated goods and services expenditures.
- (e) USCS is responsible for documenting the number of room nights actually utilized per event at each Seminole County hotel. USCS must have each hotel individually certify the actual number of rooms picked up by having the General Manager complete the Hotel Room Pickup Form, attached hereto and incorporated herein as Exhibit D. No payments will be processed until all required documentation has been submitted. COUNTY reserves the right to reduce the maximum amount of any grant awarded in the event guaranteed room nights as stated in Exhibit A are not satisfied.

- (f) Payment of fees shall be contingent upon USCS's compliance with requirements as stated in Exhibit A.
- Section 6. Reporting Requirements. In the performance of this Agreement, USCS shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. Each Request for Funds Form shall detail costs incurred. As referenced in Exhibit A, USCS shall transmit and certify interim records with each Request for Funds Form submitted to COUNTY.

Section 7. Non-Reimbursable Expenditures.

- (a) Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, feasibility studies or consulting services, real property or capital improvements, interest reduction in deficits and liens, prize money, scholarships, awards, plaques or certificates, private entertainment, lodging, food and beverages, and wages, salaries, administrative or travel expenses other than those appearing, if any, in Exhibit A.
- (b) The purpose for which Tourist Development Tax grant funds are provided to USCS shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit A.
- Section 8. Unavailability of Funds. USCS acknowledges that 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 USCS as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by USCS after USCS has received such notice of termination. In

the event there are any unused COUNTY funds, USCS shall promptly refund those funds to COUNTY or otherwise use such funds as COUNTY directs.

Section 9. Access to Records. USCS shall allow COUNTY, its duly authorized agent, and the public access to such of its records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

Section 10. Liaison. USCS shall submit the original copies of the Request for Funds Forms, and any other required reports or correspondence to the following:

Director Seminole County Economic Development/Tourism 1000 AAA Drive, Suite 200 MS14 Heathrow, Florida 32746

Section 11. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director Seminole County Economic Development/Tourism 1000 AAA Drive, Suite 200 MS14 Heathrow, Florida 32746

For USCS:

Bill Fisher US Soccer Club 777 East Atlantic Avenue, #346 Delray Beach, Florida 33483-5352

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

Section 12. Assignments. Neither party to this Agreement shall assign this Agreement nor any interest arising herein without the written consent of the other.

Section 13. 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 14. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, USCS 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 USCS as provided hereinabove.

Section 15. Conflict of Interest.

- (a) USCS 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) USCS hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5 percent), either directly or indirectly, in the business of USCS 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, USCS hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

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

US CLUB SOCCER

Witness	By: BOB KUZBYT,
Print Name	Tournament Director
Witness	Date:
Print Name	
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	Bv:
MARYANNE MORSE Clerk to the Board of	By: BOB DALLARI, Chairman
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
Approved as to form and legal sufficiency.	at their, 20 regular meeting.
County Attorney AEC/lpk 12/21/09 P:\Users\Legal Secretary CSB\Economic	Development\2010 Florida Cup.doc
Attachments: Exhibit A - Project Description Exhibit B - Request For Funds Exhibit C - Economic Impact Ref Exhibit D - Hotel Room Pickup	Form eport

Exhibit A

APPLICATION FOR FUNDS GENERAL INSTRUCTION

THE FOLLOWING QUESTIONS MUST BE ANSWERED IN FULL.

I. GENERAL INFORMATION

To assist us in evaluating the impact of your event on Seminole County and to better understand what support you are requesting, the following questions must be answered completely. Please do not skip any information which applies to your event.

Please contact Danny Trosset, Sales and Marketing Manager at 407-665-2913 with any questions.

Copies of the following items are required and should be attached to your application:

- (X) IRS Determination Letter of non-profit status
- (X) List of current Officers and Board members indicating terms. (If available)
- (X) Proof of Liability Insurance

PART II APPLICATION FOR FUNDS TOURIST DEVELOPMENT SPONSORSHIP FY 2008-09

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- 1		GEN	IERMI	. HALC	L I VI V	

(1)	NAME OF ORGANIZATION:	US Clu	bs Soccer's - Fl	orida Cup			
(2)	NAME OF EVENT:	Florida	Florida Cup				
(3)	CONTACT PERSON:	Bill Fis	her				
(4)	CONTACT PERSON E-MAIL:	florida	cup@gmail.co	m			
(5)	COMPLETE ADDRESS OF ORGAN	NIZATION:					
	Florida Cup 777 East Atlantic Avenue, #346 Delray Beach, FL		Phone: Fax:	561-706-1081 561-266-8901			
(6)	ORGANIZATION'S CHIEF OFFICIA	L:					
	Bob Kuzbyt Tournament Director Florida Cup 777 East Atlantic Avenue, #346 Delray Beach, FL		Phone: Fax:	561-706-1081 561-266-8901			
(7)	INTENDED USE OF FUNDS:	Facility	y Fees – March	13-14, 2010 – Florida Cup			
(8)	AMOUNT REQUESTED: \$9,000.	00					
(9)	IF ENTIRE REQUEST CANNOT FUNDING? YES X NO	BE FUI	NDED, CAN TH	E EVENT BE RESTRUCTURED FOR LES			

II DETAILS ON YOUR ORGANIZATION:

In narrative form please describe your organization in the following areas. If needed, use a separate sheet to complete these questions in detail.

(1) What are your organization's goals and objectives?

The goal and objective of the US Club Soccer's Florida Cup is to coordinate and deliver a well organized, professionally coordinated State Cup (tournament) for youth soccer teams (U12-U19) in Florida.

(2) What services does your organization provide?

The Florida Cup provides a service to youth teams and clubs throughout Florida in the coordination of a State Cup tournament under US Club Soccer. In particular as a tournament we provide services in coordination of all aspects of competition from team recruitment to referee logistics to facility coordination. All services are provided in a professional manner.

(3) How will your organization monitor expenditure of funds?

The monitoring of funds is handled through proper accounting and budget procedures. All expenditures are part of an overall budget.

(4) How will your event bring additional visitors and hotel room nights to Seminole County?

Being a State Cup, which holds more credibility than a typical youth soccer tournament, will draw teams from across Florida from the panhandle to Jacksonville to South Florida to the Gulf Coast. The two biggest soccer markets in Florida are South Florida and Tampa, which all teams from these markets would require hotel accommodations.

(5) What is your organization's experience in managing sponsorships and grants?

We have Nike as one of our sponsors and feel comfortable dealing with tourist associations and sports commissions as well. We are confident in being able to coordinate a professional marketing campaigning which will benefit the Seminole County tourism industry.

III EVENT INFORMATION (Use additional sheets where necessary.)

(1) EVENT NAME:

US Club Soccer's Florida Cup

(2) TYPE OF EVENT:

Soccer Tournament - State Cup

(3) DATE OF EVENT:

March 13-14, 2010

(4) LOCATION OF EVENT:

Sylvan Lake Training Center (Home) and David Maus Soccer

Complex (Overflow)

(5) NUMBER OF DAYS:

Two – Saturday and Sunday

.HOURS: FROM: 7:00 am TO: 9:00 pm

(6) EVENT PROMOTER (IF OTHER THAN YOUR ORGANIZATION)

Florida Cup and US Club Soccer will be the event promoter

PROJECTED NUMBER OF EXPECTED ADULT PARTICIPANTS

OUT OF STATE: (C6)

IN-STATE NON-LOCAL: (C7)

120 - coaches

IN-STATE NON-COUNTY: (C8)

50 - coaches

PROJECTED NUMBER OF EXPECTED YOUTH PARTICIPANTS

OUT OF STATE: (C10)

IN-STATE NON LOCAL: (C11)

1020

IN STATE NON-COUNTY: (C12)

425

PROJECTED NUMBER OF ADULT SPECTATORS:

OUT OF STATE: (C14)

IN-STATE NON LOCAL: (C15)

1,530

IN STATE NON-COUNTY: (C16)

637.5

PROJECTED NUMBER OF YOUTH SPECTATORS

OUT OF STATE: (C18)

0

IN-STATE NON LOCAL: (C19)

255

IN-STATE NON COUNTY: (C20) 106.25

PROJECTED NUMBER OF MEDIA, STAFF, OFFICIALLS

OUT OF STATE: (C22)

0

IN-STATE NON LOCAL: (C23)

IN STATE NON-COUNTY: (C24) 0

EXPECTED NUMBER OF ROOM NIGHTS: (C29) 600 room nights

EXPECTED AVERAGE ROOM RATE: (D29) \$90

EXPECTED FACILITY FEES: (B25) \$9,000

EXPECTED ADDITONAL EVENT EXPENSES: (B26) \$39,950

*In-state Non-Local: Participant or Spectator that resides outside of a 100 mile radius. * In-State Non-County: Participant or Spectator that resides with in a 100 mile radius but not within Seminole County.

- (11) THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR EVENT (The Eco Impact form for the application can be found on the website): \$821,200
- (12) WHAT IS THE **GUARANTEED MINIMUM** NUMBER OF ROOM NIGHTS YOUR EVENT WILL BRING TO SEMINOLE COUNTY? (This is the minimum number of rooms that must be captured by the event and documented by submitting the Room Night Pick-Up Form (Exhibit D) within 90 days of the conclusion of the event. The Seminole County CVB reserves the right to reduce the grant disbursement should the event fall to meet this minimum room night guarantee.) 550
- (13) PROVIDE A LIST OF OTHER EVENT SPONSORS AND THE AMOUNT(S) OF THEIR SPONSORSHIPS. Nike. The Nike sponsorship does not entail a monetary sponsorship but an in-kind goods sponsorship that includes balls, equipment, and gear. Estimated value: \$1,000 \$1,500.
- (14) PROVIDE THREE (3) YEARS OF THIS EVENT'S HISTORY, IF APPLICABLE.

Previous Event: 2009 Florida Cup (U15-U19) Date March 6-7, 2009. Location Bradenton, FL Contact Name/Phone: Bill Fisher/561-266-9596

Total Participants 66 teams; 990+/- players; 132+/- coaches; 1980+/- adults. Room Nights 450+/-

Economic Impact \$650,000

Previous Event: 2008 Florida Cup (U11-U14)

Date September 19-20, 2008. Location Delray Beach, FL

Contact Name/Phone: Bill Fisher/561-266-9596

Total Participants 45 teams; 585+/- players; 90+/- coaches; 1,170+/- adults. Room Nights 120+/-

Economic Impact \$450,000

EVENT BUDGET SUMMARY

INCOME SOURCES:

TOURIST DEVELOPMENT TAX REQUEST

\$9,000.00

ADDITIONAL INCOME SOURCES (Seminole County cannot be sole source.)

Tournament Registration Fees:

\$38,700.00

TOTAL ADDITIONAL INCOME

Hotel Commissions:

\$2,000

Merchandise Sales:

\$1,000

TOTAL INCOME ALL SOURCES

\$50,700.00

EVENT EXPENSES:

Provide an itemized summary indicating the intended use of TDC funds. Please be as explicit as possible, including intended publications, promotional materials, etc. and how much money will be expended (tentatively) for each category. Use additional sheets if necessary.

TOTAL EXPENSES

Referee fees: \$29,200.00 \$1,380.00 Tournament Software: \$1,620.00 Medals/Trophies: Athletic Trainers: \$1,250.00 \$1,400.00 Staff Travel: Marketing/Advertising: \$3,000.00 \$9,000.00 Facility Fees: \$600.00 Ice: Hospitality: \$1000.00 \$500.00 Portable Toilets: **Total Expenses:** \$48,950.00

Intended Utilization of Tourist Tax Funds:

To offset facility fees.

TOTAL EVENT EXPENSES \$48,950.00

CERTIFICATION

I have reviewed this Application for Funds from the Tourist Development Council for FY 2008-09. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this Application and its attachments is accurate and complete.

Chief Corporate Officer

Aug 14, 2009

Witness PAUL & AdAMS

8-14-2009

Date

EXHIBIT "B" REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT 1230 DOUGLAS AVENUE, #116, LONGWOOD FL 32779

EVENT NAME				
ORGANIZATION				
STREET ADDRESS				
CITY		STATE		ZIP
NAME OF CONTACT		_CONTA	CT TELEPHO	NE
CONTACT E-MAIL			are all a different sections and a section of the s	
EVENT DATE FROM	TO			_
REQUEST#				
() INTERIM REPORT	() FINAL RI	EPORT		
TOTAL CONTRACT AMOUNT	\$			
EXPENSE	BUDGET		REIMBURSI	EMENT REQUESTED
			8	
4-14-14-14-14-14-14-14-14-14-14-14-14-14	15.			
TOTALS				
(For Final Report only) Please complete the following:				,
#of Hotels used			-	
#of Hotel room nights_				
#of out-of-town particip	oants			
#of out-of-town fans				
#of out-of-town media_				
Total direct economic in				
NOTE: Furnishing false informatio	n may constitu	te a violat	ion of applicab	le State and Federal laws.
CERTIFICATION OF FINANCIA official accounting system and recoveren made for the purpose of and in the impursement of actual cost made	L OFFICER: I ords, consistent n accordance w	certify the ly applied with, the ter	at the above inf	ormation is correct based on our dand that the cost shown have
SIGNATURE	a (4)		TITLE	
				¥F

SEMINOLE COUNTY ECONOMIC IMPACT STUDY

Group Name: Florida Cup Event Organizer: Florida Cup Contact Information

Exhibit C

Dates of Event Location of Event Contact Information

	Ex	pected Figures			
Expected Adult Participants	Multiplier	Quantity	Event Days		Totals
Out of State	\$143.00	0			\$0.00
In-State Non-Local	\$125.00	120			\$30,000.00
In-State Non-County	\$16.00	50	The still beaution of the still be to the wind and the still be to the still b	N -	\$1,600.00
Expected Youth Participants					
Out of State	\$72.00	in constant of o	2		\$0.00
In-State Non-Local	\$125.00	1020	where the record of the control of the record of the control of th		\$255,000.00
In-State Non-County	\$16.00	425	2		\$13,600.00
Expected Adult Spectators				Ratio	
Out of State	\$143.00	0	The second secon	111111111111111111111111111111111111111	\$0.00
In-State Non-Local	\$125.00	1020	2	Companies to the control of the cont	\$382,500.00
In-State Non-County	\$16.00	425	2	700 - 100 -	\$20,400.00
Expected Youth Spectators				Ratio	***************************************
Out of State	\$72.00	0.00	2	0.25	\$0.00
In-State Non-Local	\$125.00	1020	11.54.11.11.11.11.11.12.12.12.12.12.12.12.12.	1111111111111110.25	\$63,750.00
In-State Non-County	\$16.00			0.25	\$3,400.00
Expected Media/Professionals					
Out of State	\$143.00		2		\$0.00
In-State Non-Local	\$125.00				\$2,000.00
In-State Non-County	\$16.00		A CONTRACTOR OF STATE		\$0.00
Expected Facility Fees	\$9,000,00				
Expected Additional Event Expenses	\$39,950.00				
Expected Total Direct Impact					\$821,200.00
	Resort Tax	Room Nights	Average Room Rate		Total
Expected Hotel Impact	0.05	600	100		\$2,700

	Expecte	d Economic Impac	t	
		Multiplier	Divider	Total
Total Output Economic Impact	\$821,200	1.5		\$1,231,800.00
Total Earnings Impact	\$821,200	0.57		\$468,084.00
Total Employment Impact	\$821,200	22	1000000	\$18.07

	Expec	ted Tax Generated		
	Total Direct Impact	Tax Free Sales	Tax Rate	Total
State Sales Tax Generated	\$821,200	\$0.00	0.06	\$49,272.00
	FL DOR Multiplier	Total		
State Sales Tax Reimbursed to County	0.09653	\$4,756.23		
	Total Direct Impact	Tax Free Sales	Tax Rate	Total
County Local Option Sales Tax	\$821,200.00	\$0.00	0.01	\$8,212.00

ROOM NIGHT PICKUP CERTIFICATION FORM

Exhibit D

Request for Room Night Pick-UP

Attn: General Manager, please provide the room night information for the event dates listed below **as soon as possible:**

Hotel/ Location:	
Contact Person:	Phone:
GM Signature:	
-I certify	the organization/event listed below consumed the following room nights.
Group Name:	
Event Name:	
Event Dates:	
	om Nights Picked up from
Event:	

• The purpose of this form is to **certify the number of local hotel room nights** in **Seminole County attributable to this event.** The Seminole County CVB reserves the right to unilaterally reduce the maximum amount of any grant awarded should the applicant's room night guarantee not be satisfied or documented with this Room Night Pick Up Certification Form. Your cooperation in completing this form is greatly appreciated. For additional information please contact Sharon Sears, CVB Executive Director at (407) 665-2901.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Spring Break Sports Tourist Tax Agreement

DEPARTMENT: Economic Development **DIVISION:** Tourism Development

AUTHORIZED BY: William McDermott CONTACT: Shani Beach EXT: 7135

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an agreement with Spring Breaks Sports, Inc. in the amount of \$21,500.00 for the 2010 Spring Break Sports Event.

County-wide William McDermott

BACKGROUND:

This event, which has been held in Seminole County since 2003, brings men and women's college tennis teams from all divisions to Seminole County. The 2009 event generated 1,156 room nights with an economic impact of \$1.9 million. This year's event is again projected to bring 1,150 room nights and have an economic impact of 1.9 million. At their September 10, 2009 meeting, the Tourist Development Council (TDC) unanimously recommended that the Board approve funding for this event in the amount of \$21,500. Tourist tax funds will be used for promotion and advertising as well as to offset some facility fees.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the Chairman to execute an agreement with Spring Breaks Sports, Inc. in the amount of \$21,500.00 for the 2010 Spring Break Sports Event.

ATTACHMENTS:

- 1. Agreement
- 2. Exhibit A
- 3. Exhibit B
- 4. Exhibit C

Additionally Reviewed By:

- Budget Review (Lisa Spriggs, Ryan Switzer)
- County Attorney Review (Ann Colby)

2010 SPRING BREAK SPORTS TOURIST TAX FUNDING AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____,

20_____, by and between SEMINOLE COUNTY, a political subdivision of the

State of Florida, whose address is Seminole County Services Building,

1101 East First Street, Sanford, Florida 32771, hereinafter referred to
as "COUNTY", and SPRING BREAK SPORTS, INC., whose address is 2740 SW

Martin Downs Boulevard, No. 295, Palm City, Florida 34990, hereinafter
referred to as "SPRING BREAK SPORTS".

WITNESSETH:

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 assist in advertising and promoting the Seminole County-based Spring Break Sports Event to be held February 20, 2010 through April 10, 2010 at Sanlando, Red Bug Lake, and Sylvan Lake Parks to promote tourism in Seminole County.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, COUNTY and SPRING BREAK SPORTS agree as follows:

SECTION 1. TERM. The term of this Agreement is from the date of its execution by the parties through September 30, 2010, 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 to the other party, as provided for herein, or, at the option of COUNTY, immediately in the event that SPRING BREAK SPORTS 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 SPRING BREAK SPORTS after SPRING BREAK SPORTS has received notice of termination. Upon said termination, SPRING BREAK SPORTS shall immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided hereunder.

SECTION 3. SERVICES.

- (a) SPRING BREAK SPORTS shall use funds from this Agreement to promote the Seminole County-based Spring Break Sports Event as described in Exhibit A attached hereto and incorporated herein by reference.
- (b) The Seminole County Convention and Visitors Bureau logo with the Seminole County Convention and Visitors Bureau telephone number and website address must appear on all promotional material for which reimbursement will be requested, including but not limited to all electronically transmitted materials.
- (c) SPRING BREAK SPORTS shall submit proposed advertisement and promotional copy to COUNTY for review and approval prior to publication. Advertising and promotional copy that has not been approved by COUNTY shall not be eligible for reimbursement.
- (d) Promotional and registration packages sent out by SPRING BREAK SPORTS for the event must contain a list of all Seminole County hotels, provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such packets must be approved by COUNTY prior to distribution in order to qualify for reimbursement.

- (e) SPRING BREAK SPORTS shall permit a third-party company, designated by the COUNTY, to conduct on-site surveys during the event to coordinate the survey process. SPRING BREAK SPORTS shall cooperate in making the event accessible in whatever manner necessary for completion of the survey.
- (f) Preliminary statistics for room nights and economic impact must be submitted to COUNTY no later than thirty (30) days after the event.
- (g) A hotel poll reflecting an accurate accounting of room nights used for the event shall be conducted by SPRING BREAK SPORTS and submitted to COUNTY within thirty (30) days of the event.
- (h) SPRING BREAK SPORTS shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at SPRING BREAK SPORTS' event. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.
- (i) Failure to comply with or failure to meet the requirements of said Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to SPRING BREAK SPORTS by COUNTY pursuant to this Agreement.

SECTION 4. LIABILITY AND INSURANCE.

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

(b) Insurance.

- shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by SPRING BREAK SPORTS, SPRING BREAK SPORTS shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.
- (2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, SPRING BREAK SPORTS shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.
- (3) In addition to providing the Certificate of Insurance, if required by COUNTY, SPRING BREAK SPORTS shall, 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 this Section.
- (4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by SPRING BREAK SPORTS shall relieve SPRING BREAK SPORTS of its full responsibility for performance of any

obligation including its indemnification of COUNTY under this Agreement.

- (5) <u>Insurance Company Requirements</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:
- (A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.
- (B) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall 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.
- (C) If during the period which an insurance company is providing the insurance coverage required by this Agreement an insurance company shall: (i) lose its Certificate of Authority, or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, SPRING BREAK SPORTS shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SPRING BREAK SPORTS has replaced the unacceptable insurer with an insurer acceptable to COUNTY, SPRING BREAK SPORTS shall be deemed to be in default of this Agreement.
- obligations or liability of SPRING BREAK SPORTS, SPRING BREAK SPORTS shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of the event and shall be maintained in force until the Agreement completion date.

The amounts and types of insurance shall conform to the following minimum requirements.

Commercial General Liability. (A)

SPRING BREAK SPORTS' insurance shall cover SPRING BREAK SPORTS 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.

The minimum limits to be maintained by (2)SPRING BREAK SPORTS (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate

Three (3) Times the Each Occurrence Limit

Personal & Advertising \$1,000,000.00 Injury Limit

Each Occurrence Limit

\$1,000,000.00

- The insurance provided by SPRING BREAK Coverage. SPORTS pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of SPRING BREAK SPORTS.
- The Commercial General Liability Occurrence Basis. (8)Insurance required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

SECTION 5. BILLING AND PAYMENT. COUNTY hereby agrees to provide financial assistance to SPRING BREAK SPORTS up to a maximum sum of TWENTY-ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$21,500.00) for all services provided hereunder by SPRING BREAK SPORTS during the term of this Agreement in accordance with the project budget and requirements set forth in Exhibit A. Qualified expenditures are reimbursable upon:

- (a) Receipt by COUNTY of a Request for Funds form (a sample is attached hereto and incorporated herein as Exhibit B) from SPRING BREAK SPORTS requesting all or part of the above amount. The Request for Funds form shall be properly completed with documentation attached including original or copy of invoices and copies of cancelled checks. Such request by SPRING BREAK SPORTS shall only be for services specifically provided for herein which are necessary to serve Seminole County. Said Request for Funds form shall be submitted no later than ninety (90) days after the event. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to SPRING BREAK SPORTS under this Agreement.
- (b) Verification by the Seminole County Tourism Development Director that SPRING BREAK SPORTS is providing the services for which reimbursement is sought and has complied with the reporting requirements contained hereinafter;
- (c) The final Request for Funds form shall be accompanied by a detailed report of the economic impact on COUNTY resulting from the event or activity, funds for which have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit C, shall include, but not be limited to, the actual number of hotel or motel rooms occupied and estimated goods and services expenditures; and
 - (d) Payment requests shall be sent to:

Original: Director

Seminole County Tourism Development

1055 AAA Drive, Suite 145 Heathrow, Florida 32746

Duplicate: Director

Director, Department of Finance Seminole County Services Building

1101 East First Street Sanford, Florida 32771 (e) Reimbursement shall be contingent upon SPRING BREAK SPORTS' compliance with the requirements as stated in Exhibit A.

SECTION 6. REPORTING REQUIREMENTS. In the performance of this Agreement, SPRING BREAK SPORTS shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. SPRING BREAK SPORTS shall transmit and certify interim records with each Request for Funds form submitted to COUNTY. Each Request for Funds form shall detail costs incurred as referenced in Exhibit A. SPRING BREAK SPORTS shall submit a final financial report within ninety (90) days of project completion or lapse or termination of this Agreement.

Development Tax grant funds are provided to SPRING BREAK SPORTS shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit A. Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, marketing, feasibility studies, or other consulting services; real property or capital improvements; interest reduction in deficits and loans; prize money, scholarships, awards, plaques, or certificates; private entertainment, lodging, food, and beverages; and wages, salaries, administrative, or travel expenses other than those appearing, if any, in Exhibit A.

SECTION 8. UNAVAILABILITY OF FUNDS. SPRING BREAK SPORTS acknowledges that 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 SPRING BREAK

SPORTS as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by SPRING BREAK SPORTS after SPRING BREAK SPORTS has received such notice of termination. In the event there are any unused COUNTY funds, SPRING BREAK SPORTS shall promptly refund those funds to COUNTY, or otherwise use such funds as COUNTY directs.

SECTION 9. ACCESS TO RECORDS. SPRING BREAK SPORTS shall allow COUNTY, its duly authorized agent, and the public access to such of its records as are pertinent to all services provided hereunder, at reasonable times, and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

SECTION 10. LIAISON. SPRING BREAK SPORTS shall submit the originals of the Request for Funds form, the Narrative Progress Report form, and any other required reports or correspondence to the following:

Director Seminole County Tourism Development 1055 AAA Drive, Suite 145 Heathrow, Florida 32746

SECTION 11. NOTICES. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, return receipt requested, and sent to:

For COUNTY:

Director Seminole County Tourism Development 1055 AAA Drive, Suite 145 Heathrow, Florida 32746

For SPRING BREAK SPORTS:

John Bellingham, President Spring Break Sports, Inc. 2740 SW Martin Downs Blvd., No. 295 Palm City, FL 34990

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

SECTION 12. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

SECTION 13. 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 14. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SPRING BREAK SPORTS 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 SPRING BREAK SPORTS as provided hereinabove.

SECTION 15. CONFLICT OF INTEREST.

- (a) SPRING BREAK SPORTS 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) SPRING BREAK SPORTS hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirect-

ly, in the business of SPRING BREAK SPORTS 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, SPRING BREAK SPORTS 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.

(Signature Page Follows)



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. SPRING BREAK SPORTS, INC. ATTEST: By:_ JOHN BELLINGHAM, President PAUL BELLINGHAM, Secretary [Corporate Seal] Date:____ BOARD OF COUNTY COMMISSIONERS ATTEST: SEMINOLE COUNTY, FLORIDA BOB DALLARI, Chairman MARYANNE MORSE Clerk to the Board of County Commissioners of Date:____ Seminole County, Florida As authorized for execution by For the use and reliance the Board of County Commissioners of Seminole County only. at their regular meeting. Approved as to form and legal sufficiency. County Attorney Attachments: Exhibit A - Project Application Exhibit B - Request for Funds Form Exhibit C - Economic Impact Report Form AEC/sjs 12/9/09

P:\Users\Legal Secretary CSB\Economic Development\2010 Spring Break Sports.doc

Exhibit A

PART II APPLICATION FOR FUNDS TOURIST DEVELOPMENT SPONSORSHIP FY 2009-10

(1)	NAME OF ORGANIZATION:	Spring	Break Sports Inc
(2)	NAME OF EVENT:	Spring	Break Sports – Tennis
(3)	CONTACT PERSON:	Paul Be	llingham
(4)	CONTACT PERSON E-MAIL:	paul@s	pringbreaksports.com
(5)	COMPLETE ADDRESS OF ORGANIZATION		2740 SW Martin Downs Blvd # 295 Palm City FL 34990
	PHONE: 786 512 9565	CELL:	786 512 9565
(6)	ORGANIZATION'S CHIEF OFFICIAL:	Paul Be	llingham
	TITLE:	Directo	r and Secretary (address as above)
	PHONE: CELL: 786 512 9565	, I	FAX: n/a
(7)	INTENDED USE OF FUNDS:	Promot	ion, Marketing and Facility Rental Costs
(8)	AMOUNT REQUESTED:	\$21,500	
(9)	IF ENTIRE REQUEST CANNOT BE FUN FUNDING: YES	DED, CA NO	N THE EVENT BE RESTRUCTURED FOR LESS

II DETAILS ON YOUR ORGANIZATION

In narrative form please describe your organization in the following areas. **Use a separate** sheet to complete these questions in detail.

(1) What are your organization's goals and objectives?
Please see attached sheet.

(2) What services does your organization provide?
Please see attached sheet.

(3) How will your organization monitor expenditure of funds?

Please see attached sheet.

(4) How will your event bring additional visitors and hotel room nights to Seminole County?

Please see attached sheet.

(5) What is your organization's experience in managing sponsorships and grants?

Please see attached sheet.

SPRING BREAK SPORTS Inc

Fed ID #22 38 67 255



II DETAILS ON YOUR ORGANIZATION

1 What are your organization's goals and objectives?

To bring Men's and Women's College Tennis Teams from all Divisions (NCAA I, II, III, NJCAA and NAIA) and High School Teams to Seminole County to participate in Spring Break Sports' tennis program. Our objective is to provide each individual team with a spring break tailored to their specific requirements. For example, some teams wish to use the majority of their time for practice, whilst others play up to 8 matches in one week.

Our goal is to see a year on year increase in numbers of participating teams. We will achieve this by running an attractive, efficient program that will encourage repeat business and, through aggressive marketing and word of mouth, attract teams who currently either do not take a spring break or who use the services of our main competitor in Hilton Head, South Carolina.

As the business has grown over the last few years, we will now seek sponsorship – from both local and national companies. The influx of over 2,000 athletes in to the local area provides a number of sponshorship opportunites which we shall pursue.

2 What services does your organization provide?

Spring Break Sports arranges all the teams' requirements for their Spring Break trip. These include booking their hotel accommodation, booking their vehicles, booking their court facilities, arranging their match schedule and facilitating the setup of individual teams' match schedules whilst in Orlando.

3 How will your organization monitor expenditure of funds?

Spring Break Sports will maintain close control of its expenditure through basic accounting processes, rigorous scrutiny of receipts and by employing the services of a qualified external accountant.

2740 SW Martin Downs Blvd, #295, Palm City, FL 34990 Tel: 786-512-9565 E-mail: paul@springbreaksports.com Web site: www.springbreaksports.com

SPRING BREAK SPORTS Inc

Fed ID #22 38 67 255



4 How will your event bring additional visitors and hotel room nights to Seminole County?

By the very nature and location of our business, Spring Break Sports is attractive to out of state teams – primarily those from colder climates in the North East and Mid West. In 2009 we had teams from as far away as North and South Dakota, Michigan and Texas! Each team has a minimum of six players and one coach – and very often teams use this session as a warm up and so bring many more players – sometimes up to 14 per team with more coaching staff. Some of the larger, usually Divison 1 teams, also bring their trainer. The vast majority of teams stay for a full week and we locate them as close to our main facilities of Sanlando Park, Lake Sylvan and Red Bug Park as possible. With some schools having a policy of only one person per bed, this further increases the number of room nights required.

We also actively encourage parents and friends of the team to accompany them. Coaches often bring their families with them and a number of teams have very active participation from their parents who regularly travel with the team to support them. Again, we make all hotel arrangements for the parents.

What is your organization's experience in managing sponsorships and grants?

Paul Bellingham has experience in this area from his previous employment at Grenelefe Golf and Tennis Resort and his relationship with Polk County Sports Marketing, where his sole objective was to generate sporting events and room nights at Grenelefe Resort.

With the increase in administrative staff, Spring Break Sports now has the resources to effectively manage grants and to seek new marketing and sponsorship opportunities.

Additionally, Spring Break Sports has successfully run this event for a number of years and has a proven track record with the County.

2740 SW Martin Downs Blvd, #295, Palm City, FL 34990 Tel: 786-512-9565 E-mail: paul@springbreaksports.com Web site: www.springbreaksports.com

III EVENT INFORMATIONM (Use additional sheets where necessary.)

Spring Break Sports – Tennis (1) EVENT NAME: Tennis (2) TYPE OF EVENT: 2/20/10 - 4/10/10 (3) DATE OF EVENT: FROM: 8am TO: 10pm HOURS: 50 (4) NUMBER OF DAYS: (5) EVENT PROMOTER (IF OTHER THAN YOUR ORGANIZATION) Spring Break Sports Inc NAME OF PROMOTER: As before COMPANY NAME: As before ADDRESS: As before PHONE and FAX: 0 (6) PROJECTED NUMBER OF LOCAL PARTICIPANTS, GUESTS AND MEDIA: 1800 (7) PROJECTED NUMBER OF OUT-OF-COUNTY PARTICIPANTS: 7 AVERAGE NUMBER OF DAYS STAY IN SEMINOLE COUNTY: (8) PROJECTED NUMBER OF OUT-OF-COUNTY GUESTS OF PARTICIPANTS: 40 AVERAGE NUMBER OF DAYS STAY IN SEMINOLE COUNTY: (9) PROJECTED NUMBER OF OUT-OF-COUNTY MEDIA PERSONS: 5 2 AVERAGE NUMBER OF DAYS STAY IN SEMINOLE COUNTY PROVIDE THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM (10)YOUR EVENT (The Eco Impact form for the application can be found on the website:)

(11) WHAT IS THE **GUARANTEED MINIMUM** NUMBER OF ROOM NIGHTS YOUR EVENT WILL

Note: This number is the minimum number of rooms that must be captured by the event and documented by submitting the Room Night Pick-Up Form (Exhibit D) within 90 days of the conclusion of the event. Failure to meet this minimum room night guarantee, the total amount of grant disbursement will be decided by the Seminole County CVB.

- (12) PROVIDE A LIST OF OTHER EVENT SPONSORS AND THE AMOUNT(S) OF THEIR SPONSORSHIPS. None at this time.
- (13) PROVIDE THE LOCATION, CONTACT NAME AND PHONE NUMBER FOR THE EVENT FOR THE LAST THREE YEARS. Seminole County Parks, Paul Bellingham 786 512 9565
- (14) PLEASE PROVIDE DETAILS OF HOW THE EVENT WILL WORK. Please see attached.

IV SPORTING EVENT (If Applicable)

(1) NAME OF SPORT/EVENT:

Spring Break Sports - Tennis

- (2) LOCATION OF EVENT: (IF MORE THAN ONE, LIST ON SEPARATE SHEET.) Sanlando, Lake Sylvan, Red Bug Park
- (3) TOTAL NUMBER OF FIELDS NEEDED:

 Maximum available as determined by Seminole County Staff
- (4) TOTAL NUMBER OF FIELDS NEEDED PER DAY: Maximum available
- (5) NUMBER OF LIGHTED FIELDS REQUIRED: Maximum available
- (6) PROVIDE FIELD USE TIMES BY DAY: 8am - 10pm - as per advance schedule agreed with the individual facilities
- (7) SPECIAL FIELD REQUIREMENTS (PLEASE SPECIFY):
 Score cards, water on courts, seating, singles sticks, access to ice machine

V OTHER OUTDOOR EVENT:

- (1) LOCATION AND SIZE OF EVENT VENUE:
- (2) SPECIAL SITE REQUIREMENTS:

SPRING BREAK SPORTS Inc

Fed ID #22 38 67 255



III EVENT INFORMATION

14 Please provide details of how the event will work

The event is pre-sold by Spring Break Sports and the coach is given a password to access the database of teams that are confirmed for the same week as them. The coaches determine which of the other teams they wish to play and SBS then allocates a time and facility for the match. SBS personnel are present at the start of each match to ensure a timely start and a smooth transition from one match/practice to the next.

SBS also makes all the teams accommodation and ground transportation reservations for them in advance – which is how we can accurately track our room night pick up in Seminole County.

Each team generally participates in the program for seven days – although a few stay a slightly shorter time. Some of the 2009 participants have also indicated that they would like to come for a longer period of time in future years. Reasons for this include the number of quality matches that they are able to schedule and also the significantly increased chances of getting the matches in compared to playing at their home venues in some of the northern states.

2740 SW Martin Downs Blvd, #295, Palm City, FL 34990 Tel: 786-512-9565 E-mail: paul@springbreaksports.com Web site: www.springbreaksports.com

EVENT BUDGET SUMMARY

INCOME SOURCES:

TOURIST DEVELOPMENT TAX REQUEST \$21,500

ADDITIONAL FUNDING SOURCES (Seminole County cannot be sole source.)

Match Fees/Admission \$84,800

TOTAL ADDITIONAL FUNDS \$84,800

OTHER INCOME SOURCES

Hotel Rebates \$30,000

Rental Car Commissions \$ 6,000

Sales \$ 1,500

TOTAL OTHER INCOME \$37,500

TOTAL INCOME ALL SOURCES \$143,800

EVENT EXPENSES:

Provide an itemized summary indicating the intended use of TDC funds. Please be as explicit as possible, including intended publications, promotional materials, etc. and how much money will be expended (tentatively) for each category. Use additional sheets if necessary.

Intended Utilization of Tourist Tax Funds

(Please refer to authorized and unauthorized uses on pages 6-7)

Brochure/Flyer	\$ 500
Web Advertising	\$ 8,000
Attendance/Advertising at ITA Exhibition	\$ 1,500
Trade Publication Advertising	\$ 1,000
Telephone Sales Calls	\$ 3,500
Facility Rental	\$ 7,000
Total Tourism Funds:	\$ 21,500
Other Event Expenses	
Facility Rental	\$ 20,000
Accommodation, travel and food	\$ 11,500
Insurance	\$ 3,500
Labor	\$77,500
Admin, legal and professional	\$ 8,000
Total Other Event Expenses	\$120,500
TOTAL EVENT EXPENSES	\$142,000

CERTIFICATION

I have reviewed this Application for Funds from the Tourist Development Council for FY 2008-09. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this Application and its attachments is accurate and

8/15/0

Real

Date

SPRING BREAK SPORTS INC

JUSTIFICATION FOR INLCUSION OF FACILITY RENTAL COST IN TDC APPLICATION

For the past two years, the fee structure charged to Spring Break Sports for the rental of the Seminole County tennis courts has been as below:

For each Match:

\$4 including tax

Practice Courts 8am – 5pm:

\$2 per court hour inclusive of tax

Practice Courts 5pm - 10pm: \$4 per court hour inclusive of tax

Each college match consists of 3 x doubles matches and 6 x singles matches - therefore each "College Match" has been charged at \$36 inclusive of tax - for which a 3.5 hour time slot has always been reserved - 1.5 hours on 3 courts for the doubles matches, and 2 hours on 6 courts for the singles matches.

From 2010, Seminole County will no longer honor the match fee rate, and all courts will be charged for on an hourly basis. In addition, the court costs have doubled to \$4 per court hour before 5pm and gone to \$6 per court hour after 5pm. These rates will now be exclusive of tax.

Therefore, a college match played before 5pm will now cost 16.5 hours x \$4 = \$66 + tax @ 7% = \$70.62. A college match played after 5pm will now cost \$105.93. Up until this point, both of these matches would have cost \$36.

Given the current economic climate, SBS is unable to pass on these increased costs to the colleges. Additionally, our main competition in South Carolina has match fees which are broadly in line with ours. If our match fees were to double - or triple in some instances as shown above - colleges would simply not be able to afford to participate in our program - particularly when they have a direct alternative to go to.

Therefore, our application for TDC Funding for 2009/2010 includes a figure of \$7,000 for Facility Rental Costs. We have arrived at this figure by taking our court costs for this year based on the current charges and applying the new charges that will be implemented for 2010. The difference is approximately \$7,000.

SEMINOLE COUNTY CVB - 2009/2010

SPRING BREAK SPORTS INC MARKETING BUDGET

Detailed Description	Budget
Brochure/Flyer	
Information/Registration Package to be sent to potential participants who	
cannot be contacted via the internet. Costs include printing, copying and	4500.00
postage of the pack.	\$500.00
Internet	
Website design, domain hosting, e-mail hosting, e-blasts, maintenance of on-	
line database and design and e-mailing of newsletters	
inc database and design and c manning or more	\$4,500.00
Various Advertisments on: ITA Website; Bob Larson's College Tennis News (on-	
line journal) and USHTA website	\$3,500.00
Exhibition	
Attendance at ITA Exhibition in Naples and advertising/promotion at exhibition	\$1,500.00
Trade Publications	
Advertisement in ITA Annual Score Book	\$1,000.00
Telephone Sales Calls to Out of State	
Cold calling and follow up of data base to potential participants	\$3,500.00
Facility Rental	
Increased cost of court rental at Seminole County Facilities (Sanlando, Red Bug	
and Sylvan Lake Parks) following discontinuation of Match Fee rate, doubling	
of practice court costs and rate no longer including tax	\$7,000.00

EXHIBIT "B" REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT 1230 DOUGLAS AVENUE, #116, LONGWOOD FL 32779

EVENT NAME				
ORGANIZATION				
STREET ADDRESS				
CITY		_STATE_	z	ZIP
NAME OF CONTACT		_CONTAC	T TELEPHONI	E
CONTACT E-MAIL				
EVENT DATE FROM	TO			
REQUEST#	-			
() INTERIM REPORT	() FINAL RE	PORT		
TOTAL CONTRACT AMOUNT	\$			
EXPENSE	BUDGET		REIMBURSEM	IENT REQUESTED
	·			
TOTALS	the option of the contract of		· · · · · · · · · · · · · · · · · · ·	
(For Final Report only) Please complete the following:				•
#of Hotels used				_
#of Hotel room nights_				-
#of out-of-town particip	pants			-
#of out-of-town fans				_
#of out-of-town media_				•
Total direct economic in				
NOTE: Furnishing false information				
CERTIFICATION OF FINANCIA official accounting system and recovern made for the purpose of and in the company of a ctual cost made	L OFFICER: I cords, consistently naccordance with	certify that applied a th, the tern	the above informed and	nation is correct based on ound that the cost shown have
IGNATURE			_TITLE	

Exhibit C

SEMINOLE COUNTY ECONOMIC IMPACT STUDY

Group Name: Spring Break Sports Event Organizer: Paul Bellingham Contact Information: 786 512 9565 February 20th - April 10th 2010:Dates of Event Sanlando Park, Sylvan Lake Park, Red Bug Park:Location of Event

	Ex	pected Figures			
Expected Adult Participants	Multiplier	Quantity	Event Days		Total
Out of State	\$143.00	1800	7		\$1,801,800.00
In-State Non-Local	\$125.00	0	0		\$0.00
In-State Non-County	\$16.00	0	0	\$0.00	
Expected Youth Participants		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
Out of State	\$125.00	0	.0		\$0.00
In-State Non-Local	\$72.00	0	0		\$0.00
In-State Non-County	\$16.00		θ		\$0.00
Expected Adult Spectators				Ratio	
Out of State	\$143.00	40	77.4.0.4.7.5	0.5	\$14,300.00
In-State Non-Local	\$125.00	0	0	0.5	\$0.00
In-State Non-County	\$16.00	(0)	0	0.5	\$0.00
Expected Youth Spectators				Ratio	
Out of State	\$125.00	0	0	0.5	\$0.00
In-State Non-Local	\$72.00	0	0	0.5	\$0.00
In-State Non-County	\$16.00	3 years 9 0	0	0.5	\$0.00
Expected Media/Professionals					
Out of State	\$143.00	5	2		\$1,430.00
In-State Non-Local	\$125.00	0	0		\$0.00
In-State Non-County	\$16.00	0	0		\$0.00
Expected Facility Fees	\$15,000,00				
Expected Additional Event Expenses	\$120,500.00				
Expected Total Direct Impact					\$1,953,030.00
	Resort Tax	Room Nights	Average Room Rate		Total
Expected Hotel Impact	0.05	1150	125.5		\$144,325

		Multiplier	Divider	Total
Total Output Economic Impact	\$1,953,030	1.5		\$2,929,545.00
Total Earnings Impact	\$1,953,030	0.57		\$1,113,227.10
Total Employment Impact	\$1,953,030	22	1000000	\$42.97

的现在分词形式的现在分词形式的	Expec	ted Tax Generated		
	Total Direct Impact	Tax Free Sales	Tax Rate	Total
State Sales Tax Generated	\$1,953,030	\$0.00	0.06	\$117,181.80
	FL DOR Multiplier	Total		
State Sales Tax Reimbursed to County	0.09653	\$11,311.56		
	Total Direct Impact	Tax Free Sales	Tax Rate	Total
County Local Option Sales Tax	\$1,953,030.00	\$0.00	0.01	\$19,530.30

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Seminole County Crappie Masters National Qualifier

DEPARTMENT: Economic Development **DIVISION:** Tourism Development

AUTHORIZED BY: William McDermott CONTACT: Shani Beach EXT: 7135

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an agreement with Crappie Masters, Inc. for the 2010 Seminole County Crappie Masters National Qualifier in the amount of \$8,000.

County-wide William McDermott

BACKGROUND:

The previous Bass Pro Shops, Crappie Masters Seminole County Championship was held January 31, and February 1, 2009. The event brought 450 room nights to Seminole County.

The 2010 Seminole County Crappie Masters National Qualifier is scheduled to take place on February 5-6, 2010 on Lake Jesup and Lake Monroe. Anglers and guests from over 12 states are expected to attend. This event is projected to bring 400 or more room nights with an estimated economic impact of \$94,000.

Funds will be used for marketing and promotion of the event. On November 12th the Tourism Development Council unanimously recommended that funding be approved for this event in the amount of \$8,000.

Funds are appropriated in Tourism Development's FY 09-10 promotional budget.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute an agreement with Crappie Masters, Inc. for the 2010 Seminole County Crappie Masters National Qualifier in the amount of \$8,000.00.

ATTACHMENTS:

- 1. Agreement
- 2. Exhibit A
- 3. Exhibit B
- 4. Exhibit C

Additionally Reviewed By:

■ Budget Review (Lisa Spriggs, Ryan Switzer)

■ County Attorney Review (Ann Colby)

2010 CRAPPIE MASTERS NATIONAL QUALIFIER TOURNAMENT TOURIST TAX FUNDING AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____,

2010, by and between SEMINOLE COUNTY, a political subdivision of the

State of Florida, whose address is Seminole County Services Building,

1101 East First Street, Sanford, Florida 32771, hereinafter referred to
as "COUNTY", and CRAPPIE MASTERS, INC., whose address is 255 NE 851

Road, Clinton, Missouri 64735, hereinafter referred to as "CRAPPIE

MASTERS".

WITNESSETH:

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 assist in advertising and promoting the Seminole County-based 2010 Crappie Masters National Qualifier Tournament to be held February 5, 2010 - February 6, 2010, on Lake Monroe and Lake Jessup, to promote tourism in Seminole County.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, COUNTY and CRAPPIE MASTERS agree as follows:

SECTION 1. TERM. The term of this Agreement is from the date of its execution through September 30, 2010, unless earlier terminated, as

provided herein.

either party at any time, with or without cause, upon not less than thirty (30) days written notice to the other party as provided for herein or, at the option of COUNTY, immediately in the event that CRAPPIE MASTERS 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 CRAPPIE MASTERS after CRAPPIE MASTERS has received notice of termination. Upon said termination, CRAPPIE MASTERS shall immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided hereunder.

SECTION 3. SERVICES.

- (a) CRAPPIE MASTERS shall use funds from this Agreement to promote the Seminole County-based 2010 Crappie Masters National Qualifier Tournament to be held February 5, 2010 February 6, 2010 (the "Event"), as described in Exhibit A attached hereto and incorporated herein by reference.
- (b) The Seminole County Convention and Visitors Bureau logo, with telephone number and website address, must appear on all promotional material for which reimbursement will be requested, including but not limited to all electronically transmitted materials.
- (c) CRAPPIE MASTERS shall submit proposed advertisement and promotional copy to COUNTY for review and approval prior to publication. Advertising and promotional copy that has not been approved by COUNTY shall not be eligible for reimbursement.
- (d) Promotional packages sent out by CRAPPIE MASTERS for the Event must contain a list of all Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by COUNTY prior to distribution in order to qualify for

reimbursement.

- (e) CRAPPIE MASTERS shall permit a third-party company designated by the COUNTY to conduct on-site surveys during the Event to coordinate the survey process. CRAPPIE MASTERS shall cooperate in making the Event accessible in whatever manner is necessary for completion of the survey.
- (f) After-event preliminary statistics for room nights and economic impact must be submitted to COUNTY no later than thirty (30) days after the Event.
- (g) A hotel poll reflecting an accurate accounting of room nights used for the Event shall be conducted by CRAPPIE MASTERS and submitted to COUNTY within thirty (30) days of the Event.
- (h) CRAPPIE MASTERS shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at the Event. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.
- (i) Failure to comply with or failure to meet the requirements of said Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to CRAPPIE MASTERS by COUNTY pursuant to this Agreement.

SECTION 4. LIABILITY AND INSURANCE.

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

(b) Insurance.

- of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained, CRAPPIE MASTERS shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.
- (2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CRAPPIE MASTERS shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.
- (3) In addition to providing the Certificate of Insurance, if required by COUNTY, CRAPPIE MASTERS shall, 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 this Section.
- (4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CRAPPIE MASTERS shall relieve CRAPPIE MASTERS of its full responsibility for performance of any obligation including CRAPPIE MASTERS' indemnification of COUNTY under this Agreement.

- (5) <u>Insurance Company Requirements</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:
- (A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.
- (B) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall 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.
- (C) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, or (2) fail to maintain the requisite Best's Rating and Financial Size Category, CRAPPIE MASTERS shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CRAPPIE MASTERS has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CRAPPIE MASTERS shall be deemed to be in default of this Agreement.
- obligations or liability of CRAPPIE MASTERS, CRAPPIE MASTERS shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of the Event and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum

requirements.

(A) Commercial General Liability.

(1) CRAPPIE MASTERS' insurance shall cover CRAPPIE MASTERS 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.

(2) The minimum limits to be maintained by CRAPPIE MASTERS (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate

Three (3) Times the Each Occurrence Limit \$1,000,000.00

Personal & Advertising Injury Limit

\$1,000,000.00

Each Occurrence Limit

- (7) <u>Coverage</u>. The insurance provided by CRAPPIE MASTERS pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers, or employees shall be excess of and not contributing to the insurance provided by or on behalf of CRAPPIE MASTERS.
- (8) Occurrence Basis. The Commercial General Liability required by this Agreement shall be provided on an occurrence basis rather than a claims-made basis.

SECTION 5. BILLING AND PAYMENT. COUNTY hereby agrees to provide financial assistance to CRAPPIE MASTERS up to a maximum sum of EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00) for all services provided hereunder by CRAPPIE MASTERS during the term of this Agreement in accordance with the project budget and requirements set forth in Exhibit A. Qualified expenditures are reimbursable upon:

- (a) Receipt by COUNTY of the Request for Funds form, attached hereto and incorporated herein as Exhibit B, from CRAPPIE MASTERS requesting amount for which CRAPPIE MASTERS wishes to be reimbursed. The Request for Funds form shall be completed properly and documentation attached including original or copies of invoices and copies of canceled checks. Such request by CRAPPIE MASTERS shall only be for services specifically provided for herein necessary to serve Seminole County. Said Request for Funds form shall be submitted no later than ninety (90) days after the Event. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to CRAPPIE MASTERS under this Agreement.
- (b) Verification by the Seminole County Tourism Development Director that CRAPPIE MASTERS provided the services for which reimbursement is sought and has complied with the reporting requirements contained hereinafter;
- (c) The Request for Funds form shall be accompanied by a detailed report of the economic impact on COUNTY resulting from the Event or activity for which funds have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit "C", shall include, but not be limited to, the actual number of hotel or motel rooms occupied and estimated goods and services expenditures; and
 - (d) Payment requests shall be sent to:

Original: Director

Seminole County Tourism Development

1055 AAA Drive, Suite 145 Heathrow, Florida 32746

Copy: Director, Department of Finance

Seminole County Services Building

1101 East First Street Sanford, Florida 32771

(e) Reimbursement shall be contingent upon CRAPPIE MASTERS' compliance with the requirements as stated in Exhibit A.

SECTION 6. REPORTING REQUIREMENTS. In the performance of this Agreement, CRAPPIE MASTERS shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. CRAPPIE MASTERS shall transmit and certify interim records with each Request for Funds form submitted to COUNTY. The Request for Funds form shall detail costs incurred as referenced in Exhibit A. CRAPPIE MASTERS shall submit a final financial report within ninety (90) days of project completion or lapse or termination of this Agreement.

SECTION 7. NON-ALLOWABLE COSTS. The purpose for which Tourist Development Tax grant funds are provided to CRAPPIE MASTERS shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit "A". Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, marketing, feasibility studies, or other consulting services; real property or capital improvements; interest reduction in deficits and loans; prize money, scholarships, awards, plaques, or certificates; private entertainment, lodging, food, and beverages; and wages, salaries, administrative, or travel expenses other than those appearing, if any, in Exhibit A.

SECTION 8. UNAVAILABILITY OF FUNDS. CRAPPIE MASTERS acknowledges that 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 COUNTY's option, by written notice of termination to CRAPPIE MASTERS as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by CRAPPIE MASTERS after it has received such notice of termination. In the event there are any unused COUNTY funds, CRAPPIE

MASTERS shall promptly refund those funds to COUNTY or otherwise use such funds as COUNTY directs.

SECTION 9. ACCESS TO RECORDS. CRAPPIE MASTERS shall allow COUNTY, its duly authorized agent, and the public access to such of CRAPPIE MASTERS' records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

SECTION 10. LIAISON. CRAPPIE MASTERS shall submit the originals of the Request for Funds form and any other required reports or correspondence to the following:

Director Seminole County Tourism Development 1055 AAA Drive, Suite 145 Heathrow, Florida 32746

SECTION 11. NOTICES. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, return receipt requested, and sent to:

For COUNTY:

Director Seminole County Tourism Development 1055 AAA Drive, Suite 145 Heathrow, Florida 32746

For CRAPPIE MASTERS:

Paul Alpers, President/CEO Crappie Masters, Inc. 255 NE 851 Road Clinton, Missouri 64735

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

SECTION 12. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

SECTION 13. 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 14. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CRAPPIE MASTERS 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 CRAPPIE MASTERS as provided hereinabove.

SECTION 15. CONFLICT OF INTEREST.

- (a) CRAPPIE MASTERS 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) CRAPPIE MASTERS hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of CRAPPIE MASTERS 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, CRAPPIE MASTERS hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

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

ATTEST:	CRAPPIE MASTERS, INC.
BOBBY BROWN, Secretary/Treasurer	By: PAUL ALPERS, President/CEO
[Corporate Seal]	Date:
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida	By: BOB DALLARI, Chairman Date:
For the use and reliance of Seminole County only. Approved as to form and	As authorized for execution by the Board of County Commissioners at their, 20 regular meeting.
legal sufficiency.	
County Attorney	
Attachments: Exhibit A - Project Application Exhibit B - Request For Funds	n Form

AEC/sjs
12/9/09
P:\Users\Legal Secretary CSB\Economic Development\2010 - Crappie Masters National Qualifier Tournament.doc

Exhibit C - Economic Impact Report Form



EVENT GUIDELINES

Applications must conform to the guidelines specified by the Tourist Development Council. Applications that do not conform to these guidelines will not be considered for funding. The funding limits are subject to final approval by the Tourist Development Council and Board of County Commissioners.

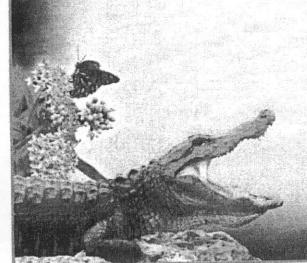
Sponsorships are available for major events staged in Seminole County by organizations that attract large numbers of visitors from outside the County. The event must generate a minimum of 100 room nights to be considered for funding. An example would be national or international amateur sports events.

Consideration for funding is determined by the number of room nights and the overall direct economic impact your event will bring to Seminole County. The level of funding will be determined based upon the guaranteed minimum number of room nights your event will bring into Seminole County hotels. The funding scale below will indicate the maximum total dollar amount you can apply for based upon the total number of room nights you project your event will bring into Seminole County.

FY 09/10 Funding Scale

100 - 300 room nights	Grant not to exceed \$4,000
301 - 500 room nights	Grant not to exceed \$8,000
501 - 700 room nights	Grant not to exceed \$12,000
701 - 900 room nights	Grant not to exceed \$16,000
901 - 1.100 room nights	Grant not to exceed \$20,000
1.100 + room nights	Grant not to exceed \$25,000

*The maximum allowable amount of any single sponsorship is \$25,000. Special consideration to exceed this amount can be requested on a case by case basis.





Disbursement

80 % Rule for Reimbursement

Reimbursement If the total amount of actual room nights is less than 80% of your guarantee, the following formula will be used to determine the reimbursement percentage. The County will only reimburse up to this percentage of the original amount awarded if your event generates <u>less than 80%</u> of the minimum room night guarantee as stated in the application. The total amount reimbursed will be based upon the following formula:

- 1. <u>Total Number of Actual Room Nights</u> = % of Room Nights
 Total Number of Guaranteed Room Nights (pg. 15)
- 2. % of Room Nights (x) the Original Grant Amount Awarded = Maximum total amount County would reimburse for the event.

Example: Let's say the TDC approved a grant for \$12,000 for an event that guaranteed 700 room nights. If your event guaranteed 700 room nights and your event actually only generated 500 total room nights, the County would reimburse up to 71% of the original amount awarded. 500/700= 71%. The maximum total amount awarded in this case would be \$8,520.00 assuming all other paperwork and copies of cancelled checks has been submitted to the CVB following your event. On the other hand, if the event generated 567 actual room nights (81 % of the guarantee) then your organization would qualify to receive up to the full amount (\$12,000.00) that was initially awarded.

Your organization will be responsible to pay the remaining balance owed for any bid fee, facility fees, or promotional expenses as outlined in your tourism development tax request if the actual number of room nights is less than 80% of what was guaranteed.

It is the responsibility of the event organizer to provide a list of host hotels to the CVB at least 30 days prior to the start of the event for tracking purposes; All hotels will be required to submit a Room Night Pick-up Form to the CVB at the conclusion of the event as an e-mail will be sent from the CVB to all hotels after the event to gather the room nights picked up from the event. Grant disbursement will be decided upon by the CVB once all room night information has been collected. If the actual total number of rooms is less than 80 percent of the minimum number of rooms that was guaranteed, the reimbursement formula above will be used to determine the reduced total amount that can be paid by Seminole County TDC funds for this event. Event organizers are still encouraged to conduct their own room night surveys for back up documentation should there be any discrepancies in determining the total number of room nights generated from the event.



Additional Information and Guidelines for Funding

If approved for funding, the event organizer will receive a pre and post event e-mail from the CVB outlining exactly what needs to be done in order to receive full reimbursement at the conclusion of the event. It will include, but is not limited to, the following:

- 1. All marketing and promotional material must be submitted to the CVB for approval <u>prior</u> to distribution for promotion of the event.
- 2. Provide a list of Seminole County host hotels to the CVB 30 days prior to the event.
- Seminole County's logo and Web site <u>www.visitseminole.com</u> shall be placed on all Web sites pertaining to promotion of the event.
- Seminole County's logo and name inclusive on all digital and printed material associated with the event and will list Seminole County as a sponsor of the event.

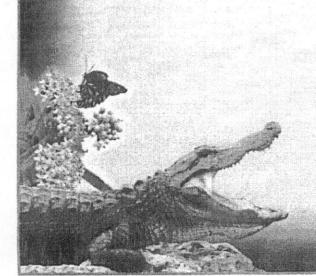
Please note: All final paper work as outlined in your contract must be submitted to the CVB within 90 days of the conclusion of the event. Your request for reimbursement will be considered incomplete until all of the following forms are submitted to the Seminole County CVB.

Exhibit A- Event Application

Exhibit B- Request for Funds Form

Exhibit C- Post Event Economic Impact Analysis

Exhibit D- Room Night Pickup Forms (will be completed by the CVB)





CRITERIA FOR EVALUATION OF APPLICATIONS

Applications will be evaluated on four (4) categories.

I. COMMITMENT TO THE EXPANSION OF TOURISM IN SEMINOLE COUNTY

A. Evidence that the event: serves to attract out-of-county visitors generating hotel/motel/campground rentals; will be marketed to the fullest extent possible in an effective and efficient manner; demonstrates a willingness of the organizers to work with the tourism industry; commitment to develop other funding sources in subsequent years.

II. SOUNDNESS OF PROPOSED EVENT

A. The extent to which the event: has clearly identified objectives; has assigned responsibilities and accountability; has a realistic timetable for implementation; has additional funding sources available that will be utilized; will accomplish its stated objectives.

III. STABILITY AND MANAGEMENT CAPACITY

- A. A proven record or demonstrated capacities of the organization to develop resources, effectively plan, organize and implement the proposed event.
- The organization has a successful history of service in, and to, Seminole County Tourism.
- C. Ability of the organization to administer public grants and to prepare and deliver the necessary progress reports to the Tourist Development Council.

IV. QUALITY AND UNIQUENESS OF PROPOSED EVENT

A. Extent to which the activity provides a program for Seminole County visitors and its residents, of significant merit and that, without such assistance, would not take place in the County.



USE OF TOURISM DEVELOPMENT FUNDS

Florida State Statutes 125.0104 section 5(A) 2 states that Tourism funds must be used to promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

NOTICE: If your event is approved for funding, all collateral material and advertisements must list Seminole County as one of the event sponsors. Also, the CVB logo and website must be visible on all printed materials.

AUTHORIZED USES OF FUNDS

The following are examples of how Tourist Development Funds may be used to promote tourism for Seminole County.

Promotional Expense

- Promotional expenses in conjunction with an event to increase participation and bring visitors to Seminole County. Examples are: printing and distribution of promotional pieces sent out to promote the event outside of a 100 mile radius.
- Advertising and publicity of an event outside of the Greater Orlando area to increase participation, attendance and awareness of the event and generate hotel room nights.

Operational Expense

Operational expenses are only allowable when they logically and defensibly can be attributed purely to the development/production of the event that specifically targets and promotes out-of-town visitors to Seminole County.

- Bid Fee (Must be considered an authorized use as determined by the State Statute)
- In Kind Services such as facility rentals for events that take place at publicly owned and operated facilities and/or events that take place at facilities that are operated by not-for-profit organizations and open to the public.

Please be advised that Seminole County policy requires the submission of original invoices and copies of canceled checks with all requests for both bid fees and promotional expense reimbursement. Reimbursement will only be made if original invoices and copies of canceled checks are provided. Facility Fees are to be paid directly to the facilities, not to the event organizers.

There are no exceptions.



UNAUTHORIZED USES OF FUNDS

The following are examples of non-allowable expenses of Tourism Development Tax Funds.

FUNDS MAY NOT BE USED FOR:

- Prize money, scholarships, awards, plaques, or certificates.
- Travel expenses.
- 3. Private entertainment, food, and beverages.
- Annual operating expenditures not directly related to the event or event.
- Legal, medical, engineering, accounting, auditing, planning, feasibility studies or other consulting services.
- 6. Salaries.
- 7. Real property or capital improvements to privately owned facilities.
- Tangible personal property including but not limited to office furnishings or equipment, permanent collections, or individual pieces of art.
- Interest or reduction of deficits and loans.
- 10. Expenses incurred or obligated prior to or after the grant event period.
- 11. Advertising and promotional materials distributed at the event site or after event.



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APPLICATION FOR FUNDS GENERAL INSTRUCTIONS

THE FOLLOWING QUESTIONS MUST BE ANSWERED IN FULL.

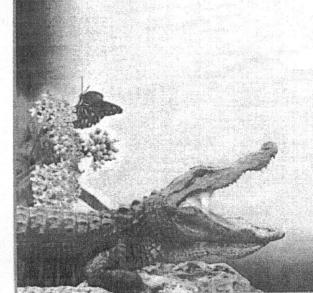
I. GENERAL INFORMATION

To assist us in evaluating the impact of your event on Seminole County and to better understand what support you are requesting, the following questions must be answered completely. Please do not skip any information which applies to your event.

Please contact Danny Trosset, Sales and Marketing Manager at 407-665-2913 with any questions.

Copies of the following items are required and should be submitted with your application:

- () IRS Determination Letter of non-profit status
- () List of current Officers and Board members indicating terms. (If available)
- () Proof of Liability Insurance



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PART II APPLICATION FOR FUNDS TOURIST DEVELOPMENT SPONSORSHIP

I. GENERAL INFORMATION	
(1) NAME OF ORGANIZATION Bass Pro Shops Crappie Masters, Inc.	
(2) NAME OF EVENT Seminole County Crappie Masters National Qualifier	
(3) CONTACT PERSON Paul L. Alpers	
(4) CONTACT PERSON E-MAIL pafishon@aol.com	
(5) COMPLETE ADDRESS OF ORGANIZATION STREET: 255 N E 851 Rd	
CITY: Clinton ST:MO ZIP: 64735	
PHONE: 660 694 0135 CELL: 573 280 8020 FAX: 866 654 0227	
(6) ORGANIZATION'S CHIEF OFFICIAL: Paul L. Alpers	
TITLE: President Address if different from above:	
PHONE: 660 694 0135 CELL: 573 280 8020 FAX: 866 654 0227	
(7) INTENDED USE OF FUNDS: (Refer to Pages 6-7 – Authorized/Unauthorized Uses of Funds)	
Marketing/promotions ——	
(8) AMOUNT REQUESTED \$ 8,000 (Enter number only)	
(9) IF ENTIRE REQUEST CANNOT BE FUNDED, CAN THE EVENT BE RESTRUCTURED FOR LESS FUNDING? YES□ NO□	

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II. DETAILS ON YOUR ORGANIZATION:

In narrative form please describe your organization in the following areas. If needed, use a separate sheet to complete these questions in detail.

(1) What are your organization's goals and objectives?

Promoting competitive crappie fishing, sponsors, family fishing, and community involvement throughout out tournament trail. The Crappie Masters trail is supported by grass roots anglers and family teams such as father-son, father-daughter, grandfather-grandson, wives & husbands. Enhancing our American communities by promotions through print, radio, internet and TV. Enhancing our communities by having a positive economic impact.

(2) What services does your organization provide?

Crappie Masters provides a free-kids fishing rodeo, staff to run the entire event, media and TV crews to promote and enhance the community.

(3) How will your organization monitor expenditure of funds?

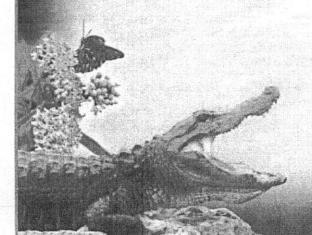
Crappie Masters will have their economic budget which monitor all hotel/motel food and labor costs.

(4) How will your event bring additional visitors and hotel room nights to Seminole County?

Crappie Masters Bass Pro Shops tournaments has averaged representatives from 15 different states. Through Bass Pro Shops sales flyers, these events will be advertised in over 22 different states. By premiering Monroe Lake as one of the prime hot spots for crappie fishing, it will bring in several anglers to come and fish just for fun and entertainment.

(5) What is your organization's experience in managing sponsorships and grants?

CrappieMasters has worked throughout the country with several different states and tourisms applying for grants to bring these unique fishing tournaments to many different communities such as Virginia, Missouri, Florida, Mississippi, Alabama, Tennessee, Iowa, Minnesota, and many others.





TYPE OF EVENT: Fishing tournament	al Qualifier
DATE OF EVENT: February 5 & 6, 2010	
LOCATION OF EVENT: Lake Jesup, Seminole County Florida	
NUMBER OF DAYS: 2	
HOURS: FROM: 7 a.m. TO: 5 p.m.	
EVENT PROMOTER (IF OTHER THAN YOUR ORGANIZATION)	
NAME OF PROMOTER: Crappie Masters, Inc	
COMPANY NAME: Crappie Masters, Inc.	
ADDRESS: same as above	
PHONE and FAX: same as above	
PROJECTED NUMBER OF EXPECTED ADULT PARTICIPANTS OUT OF STATE: 98 # OF DAYS: 4 IN-STATE NON-LOCAL: 33 # OF DAYS: 3 IN-STATE NON-COUNTY: 20 # OF DAYS: 3 PROJECTED NUMBER OF EXPECTED YOUTH PARTICIPANTS OUT OF STATE: 5 # OF DAYS: 1	PROJECTED NUMBER OF YOUTH SPECTATORS OUT OF STATE: 0 # OF DAYS: IN-STATE NON-LOCAL: 0 # OF DAYS: PROJECTED NUMBER OF MEDIA, STAFF, OFFICIALS OUT OF STATE: 15 # OF DAYS: 6 IN-STATE NON-LOCAL: 0 # OF DAYS:
IN-STATE NON-LOCAL: 0 # OF DAYS: IN-STATE NON-COUNTY: 25 # OF DAYS: 1	IN-STATE NON-COUNTY: 5 # OF DAYS: 2
PROJECTED NUMBER OF ADULT SPECTATORS	EXPECTED NUMBER OF ROOM NIGHTS EXPECTED AVERAGE ROOM RATE: 69
OUT OF STATE: 10 # OF DAYS: 2 IN-STATE NON-LOCAL: 20 # OF DAYS: 2 IN-STATE NON-COUNTY: 75 # OF DAYS: 2	(Enter number only) EXPECTED FACILITY FEES: \$ 600 (Enter num EXPECTED ADDITIONAL EVENT EXPENSES: \$
*In-state Non-Local: Participant or Spectator that reside In-State Non-County: Participant or Spectator that res Seminole County.	es outside of a 100 mile radius.



\$94,204.00		
BRING TO SEMINOLE Of documented by submitting the R	TEED MINIMUM NUMBER OF ROOM NIGHTS YOU OUNTY? (This is the minimum number of rooms that must be captu soom Night Pick-Up Form (Exhibit D) within 90 days of the conclusion of the egrant disbursement should the event fail to meet this minimum room	red by the event and he event. The Seminole County
(13) PROVIDE A LIST OF OT	 HER EVENT SPONSORS & THE AMOUNT(S) OF THE	IR SPONSORSHIPS.
Bass Pro Shops, American Angler	Minkota, Mercury Motors, Humrningbird, Road Runner, Grizzly Jig, Navic amoto, Spikeit, Slider, Proplite, Mr. Crappie, KeepAlive, Kociac, Porpucine	onics, Titelok, Frabill, Bug band.
14) PROVIDE THREE (3) YE	ARS OF THIS EVENT'S HISTORY, IF APPLICABLE.	
Previous Event: Bass Pro Shops	Crappie Masters Seminole County championship	
Date Jan 31, Feb 1, 2009	Location Lake Monroe & Jessup, Sanford, Fl	
Contact Name/Phone: Paul L	Alpers	(Enter number only)
Total Participants 100	Room Nights 450 Economic Impac	t \$ 425,000
Previous Event: Bass Pro Shops	rappie Masters Florida State Championship	
Date Feb 1 & 2, 2008	Location Lake Monroe & Jessup, Sanford, FL	
Contact Name/Phone: Paul L		E who a make make it
otal Participants 140	Room Nights 600 Economic Impac	t \$ 625,000
Previous Event:		
Date	Location	
Contact Name/Phone:		(Enter number only)
otal Participants	Room Nights Economic Impac	t\$
15) PLEASE PROVIDE DETA	LS OF HOW THE EVENT WILL WORK.	
along with a free kids fishing rode for the 2010 national championsh	nete for 8 1/2 hours on competition days. Weigh-in will be held at the pa to on Saturday from 8 am to 11 am. The top 20 teams that have not alre tip in Clinton, MO. There will be a media fish-off on Thursday. All sponso ere will be a seminar - meeting held for anglers prior to competition. At the top 10 teams will be guaranteed a minimum purse of \$10,000 to the to	ady qualified, will be qualified l rs, media, and dignitaries will this time door prizes will be
wen away to all participants. Th		



	ST \$ 8,000	
ADDITIONAL INCOME SOURCES (Sen	ninole County cannot be sole source.)	
Bass Pro Shops	(Enter number only) S 2,000	
Sanford	\$ 5,000	
	S	
	\$	
	S	
	5	
	\$	
	\$	
	S	
	S S	
A-1 (A)		
OTAL ADDITIONAL INCOME \$ 7,000	14.4	
OTAL INCOME ALL SOURCES \$ 15,000		



TY \$ 40 \$ 50,000

EVENT EXPENSES:

Provide an itemized summary of all event expenses. Please also indicate the total amount requested and the intended use of funds at the bottom of the page.

TO	ΓΔΙ	EXP	FA	ISF	5
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iter number only)
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500
00
00
700
ter number only)



CERTIFICATION

I have reviewed this Application for Funds from the Tourist Development Council. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this Application and its attachments is accurate and complete. Please print and mail this signed document to the Seminole County CVB at the address listed on page 1. The application will be considered incomplete until the Seminole County CVB receives a copy with the original signatures.

Paul L. Alpers

Chief Corporate Officer

October 2, 2009

Date

Marijane Ward

Witness

October 2, 2009

Date

For Official Use Only:

This document was last updated on August 5, 2009.



The Guarantee Says It All"

Promote
Enhance
Preserve

October 2, 2009

TO: Seminole County Tourism

The new Bass Pro Shops Crappie Masters TV all American show will be a program devoted entirely to the Crappie Masters tournaments and the community and amenities that surround each event.

This TV show will go out to 21 million households, which will air 6 different times from July 1, 2010 until December 31, 2010. It will also go out to 3 million selected cable network homes. This show will promote and enhance the community featuring the different points of interest of the area. It will also reveal different tips and techniques on how to crappie fish on Monroe Lake in Sanford, Florida. Also, there will be one-on-one interviews with Seminole County Tourism representatives showcasing the local area. Cost: \$6,000

The Seminole County Tourism full-page ad in Crappie Masters Tournament Guide will be distributed in 40,000 issues throughout 18 different states enticing different anglers from all over to come and compete in such a prestigious event.

Cost: \$2,000

Seminole County will also have a live link from Crappie Web site to their site and a banner ad on the Monroe Lake – Jessup page of the web site.

EXHIBIT "B" REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT 1230 DOUGLAS AVENUE, #116, LONGWOOD FL 32779

EVENT NAME				
ORGANIZATION				
STREET ADDRESS	-14-			
CITY		_STATE		ZIP
NAME OF CONTACT		_CONTAC	CT TELEPHON	E
CONTACT E-MAIL				
EVENT DATE FROM	TO			
REQUEST#	-			
() INTERIM REPORT	() FINAL RE	EPORT	·	
TOTAL CONTRACT AMOUNT	\$		• .	
EXPENSE	BUDGET		REIMBURSEN	MENT REQUESTED
TOTALS	- Ann and the second se		<u> </u>	
(For Final Report only) Please complete the following:				
#of Hotels used				_
#of Hotel room nights_		-		_
#of out-of-town particip	pants			-
#of out-of-town fans				_
#of out-of-town media_				
Total direct economic is				
NOTE: Furnishing false information				
CERTIFICATION OF FINANCIA official accounting system and recovern made for the purpose of and it is eimbursement of actual cost made	L OFFICER: I cords, consistently naccordance wi	certify that y applied a th, the terr	the above infor and maintained a	mation is correct based on ound that the cost shown have
IGNATURE			_TITLE	

Exhibit C

SEMINOLE COUNTY ECONOMIC IMPACT STUDY

Group Name: Bass Pro Crapple Masters Seminole County National Qualifier Event Organizer; Paul Alpers

Contact Information: 660-694-0135

Feb. 5-6,2010 :Dates of Event Lake Monroe :Location of Event :Contact Information

	Ex.	pected Figures			
Expected Adult Participants	Multiplier	Quantity	Event Days		Totals
Out of State	\$143.00	98			\$56,056.00
In-State Non-Local	\$125.00	33	3		\$12,375.00
In-State Non-County	\$16.00	20			\$960.00
Expected Youth Participants			- Commence of the Commence of		***************************************
Out of State	\$72.00	5			\$360.00
in-State Non-Local	\$125.00		THE REPORT OF A		\$0.00
In-State Non-County	\$15.00	25	Contract in		\$400.00
Expected Adult Spectators				Ratio	4-00-00
Out of State	\$143.00	310	2	TERROR CENSIONAL	\$2,860.00
In-State Non-Local	\$125.00	20	2		\$5,000.00
In-State Non-County	\$16.00	75		The second second	\$2,400.00
Expected Youth Spectators				Ratio	4-11-20-0
Out of State	\$72.00	Tokan Hermileia	Green Park 2	0.5	\$72.00
In-State Non-Local	\$125.00		2	0.5	\$125.00
In-State Non-County	\$16.00		2	0.5	\$16.00
Expected Media/Professionals					
Out of State	\$143.00	15	6		\$12,870,00
In-State Non-Local	\$125.00		2		\$250.00
In-State Non-County	\$16.00	5	1 10 10 10 10 10 10 10 10 10 10 10 10 10		\$160.00
Expected Facility Fees	\$100.00		Married and the control of the contr	**************************************	
Expected Additional Event Expenses	\$200.00				
Expected Total Direct Impact		***************************************	T		\$94,204.00
	Resort Tax	Room Nights	Average Room Rate		Total
Expected Hotel Impact	0.05	450	69		\$1,553

Expected Economic Impact				
		Multiplier	Divider	Total
Total Output Economic Impact	. \$94,204	1.5		\$141,306.00
Total Earnings Impact	\$94,204	0.57		\$53,696,28
Total Employment Impact	\$94,204	22	1000000	\$2.07

	Expect	ed Tax Generated		Record to the second second
	Total Direct Impact	Tax Free Sales	Tax Rate	Total
State Sales Tax Generated	\$94,204	\$100.00	0.06	\$5,646.24
	FL DOR Multiplier	Total	***************************************	
State Sales Tax Reimbursed to County	0.09653	\$545.03		
	Total Direct Impact	Tax Free Sales	Tax Rate	Total
County Local Option Sales Tax	594,204.00	\$100.00	0.01	\$941.04

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: First Amendment to the Florida Half Century Senior State Softball Tournament

Agreement

AUTHORIZED BY: William McDermott **CONTACT:** Shani Beach **EXT:** 7135

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an amendment to the agreement with Florida Half Century Amateur Softball Association, Inc. for the Slow Pitch Softball Tournaments for seniors; increasing the sponsorship from \$12,364.00 to \$14,275.64.

County-wide William McDermott

BACKGROUND:

At the October 27 meeting, the Board approved an agreement with Florida Half Century Amateur Softball Association, Inc. for the Slow Pitch Softball Tournaments for seniors in the amount of \$12,364.00. Since being approved by the Board, this event has continued to grow and add additional teams, which will require the use of additional fields. FHC is requesting an amendment to the original agreement for the purpose of paying facility fees at the additional fields. The TDC approved the recommended increase.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute an amendment to the agreement with Florida Half Century Amateur Softball Association, Inc. for the Slow Pitch Softball Tournaments for seniors increasing the amount to \$14,275.64.

ATTACHMENTS:

- 1. Agreement
- 2. Florida Half Century Senior Softball
- 3. Florida Half Century

Additionally Reviewed By:

- Budget Review (Lisa Spriggs, Ryan Switzer)
- County Attorney Review (Ann Colby)

FIRST AMENDMENT TO 2009-2010 FLORIDA HALF CENTURY SENIOR STATE SOFTBALL TOURNAMENT AGREEMENT

THIS FIRST AMENDMENT is made and entered into this day of
, 20 and is to that certain Agreement made and
entered into on the day of, 20, between
FLORIDA HALF CENTURY AMATEUR SOFTBALL ASSOCIATES, INC., whose address is
14607 Brentwood Lane, Tampa, Florida 33618, hereinafter referred to as
"FHCASA", and SEMINOLE COUNTY, a political subdivision of the State of
Florida, whose address is Seminole County Services Building, 1101 East
First Street, Sanford, Florida 32771, hereinafter referred to as
"COUNTY".
WITNESSETH:
WHEREAS, FHCASA and COUNTY entered into the above referenced
Agreement on, for award of tourist tax monies; and
WHEREAS, the parties desire to amend the Agreement so as to enable
both parties to continue to enjoy the mutual benefits it provides; and
WHEREAS, Section 13 of the Agreement provides that any amendments
shall be valid only when expressed in writing and duly signed by the
parties,
NOW, THEREFORE, in consideration of the mutual understandings and
agreements contained herein, the parties agree to amend the Agreement as
follows:
1. Section 3 of the Agreement is amended to read:
Section 3. Services.
(a) The funds from this Agreement shall be used to pay facility

(a) The funds from this Agreement shall be used to pay facility use fees at Merrill Park, the Seminole County Softball Complex, and Red Bug Lake Park for the four (4) tournament periods for the Florida Half Century Senior Softball Tournaments as described in Exhibit A, attached hereto and incorporated herein.

- (b) FHCASA shall submit written invoices to COUNTY for payment of facility use for the tournaments, to the City of Altamonte Springs and Seminole County, for combined usage of the above listed facilities not to exceed a total of FOURTEEN THOUSAND TWO HUNDRED SEVENTY-FIVE AND 64/100 DOLLARS (\$14,275.64).
- (c) The COUNTY shall pay the above listed invoices from tourist tax funds no later than thirty (30) days after their submission.
- (d) All promotional packages sent out by FHCASA for the Tournaments, as listed in Exhibit "A", must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by COUNTY prior to distribution in order to qualify for reimbursement.
- (e) FHCASA shall permit a third-party company, as designated by the COUNTY to conduct on-site surveys during the 2009-2010 Florida Half Century Senior State Softball Tournaments to coordinate the survey process. FHCASA shall cooperate in making their tournaments accessible in whatever manner necessary for completion of the survey.
- (f) FHCASA shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at FHCASA's Tournaments. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.
- (g) Failure to comply with or failure to meet the requirements of this Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to FHCASA by COUNTY pursuant to this Agreement.
 - 2. Section 5 of the Agreement is amended to read:

Section 5. Billing and Payment. COUNTY hereby agrees to provide funds up to a maximum sum of FOURTEEN THOUSAND TWO HUNDRED SEVENTY-FIVE AND 64/100 DOLLARS (\$14,275.64) for facility use fees for the Tournaments listed in Exhibit A to this Agreement. Said funds are payable upon:

- (a) Receipt by COUNTY of a Request for Funds Form, attached hereto and incorporated herein as Exhibit B, and a facility use invoice from FHCASA requesting all or part of the above be paid by COUNTY. Such request by FHCASA shall only be for the facility use fees specifically provided for herein. Such Request for Funds Form shall be properly completed and submitted no later than thirty (30) days after each tournament. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to FHCASA pursuant to this Agreement.
- (b) Verification by the Seminole County Economic Development/Tourism Director that FHCASA has held the tournaments for which facility use fees are sought and has complied with the reporting requirements contained hereinafter;
 - (c) The original payment requests shall be sent to:

Original:

Director

Seminole County Economic Development/Tourism

1055 AAA Drive, Suite 145 Heathrow, Florida 32746

A duplicate payment request shall be sent to:

Duplicate:

Director, Department of Finance Seminole County Services Building

1101 East First Street Sanford, Florida 32771

(d) The Request for Funds Form shall be accompanied by a detailed report of the economic impact on COUNTY resulting from the Tournament

funds for which have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit C, shall include, but not be limited to, the actual number of hotel or motel rooms occupied, restaurant meals consumed, and estimated goods and services expenditures.

- (e) FHCASA is responsible for documenting the number of room nights actually utilized per event at each Seminole County hotel. FHCASA must have each hotel individually certify the actual number of rooms picked up by having the General Manager complete the Hotel Room Pickup Form, attached hereto and incorporated herein as Exhibit D. No payments will be processed until all required documentation has been submitted. COUNTY reserves the right to reduce the maximum amount of any grant awarded in the event guaranteed room nights as stated in Exhibit A are not satisfied.
- (f) Payment of fees shall be contingent upon FHCASA's compliance with requirements as stated in Exhibit A.
- 3. Exhibit A of the Agreement is amended by the addition of locations and facility fees as indicated in Exhibit A, attached hereto.
- 4. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

FLORIDA HALF CENTURY AMATEUR SOFTBALL ASSOCIATION, INC.

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MIKE PI

Drogident

(CORPORATE SEAL)

Date: 12-4-09

ATTEST	
VITTOI	

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

	By:
MARYANNE MORSE	BOB DALLARI, Chairman
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.

County Attorney

Approved as to form and legal sufficiency.

AEC/lpk
11/23/09
P:\Users\Legal Secretary CSB\Economic Development\Florida Half Century lam.doc

Attachment:

Exhibit A - Project Description and Expenses



To: Tourism Development Council From: Danny Trosset Date: November 12, 2009 Subject: Florida Half Century Senior Softball Agreement At our last meeting in September, a contract was approved to pay facility fees on behalf of Florida Half Century to host (4) Senior Softball Tournaments (November 21-22, 2009, January 23-24, 2010, March 6-7, 2010, and April 10-11, 2010) to take place at Merrill Park and the Seminole County Softball Complex. The Application was approved to pay facility fees directly to both Merrill Park and Seminole County Softball Complex at \$3,091 per tournament totaling to \$12,364 for all four tournaments. Since Florida Half Century continues to grow and add more new teams, the organization feels that the two facilities will not have enough fields to accommodate the number of teams that will be participating in these tournaments. Where tournaments in the past were drawing 40-50 teams, they are now expecting the number of teams to be closer to 60-70 teams per event which means more room nights. To help accommodate these larger tournaments, Florida Half Century would like to request to add two fields at Red Bug Lake Park to the existing agreement and is requesting approval to have the TDC pay for the facility fees directly to the County to use the fields at Red Bug in addition to what they are already using at Merrill Park and the Seminole County Softball Complex. This would increase the per tournament amount by \$477.91 which would increase the per tournament fee to 3,568.91 for all three facilities (originally \$3,091 per tournament) and the total amount of the contract for all four events not to exceed \$14,275.64 (originally \$12,364.00) Again, Red Bug will be considered an over-flow facility and will be needed on a case by case basis depending on the number of teams that register for each tournament. TDC Action: () Recommend to increase contract amount from \$12,364 to \$14,275.64 () Not Recommended TDC Comments:

TDC Vice Chairmen

TDC Chairmen

TDC Director



EVENT EXPENSES:

Provide an itemized summary of all event expenses. Please also indicate the total amount requested and the intended use of funds at the bottom of the page.

orekeepers (9.00 X 150 games) = \$1,080 per tournament x 4 tournaments = wards (1,500 per tournament) x 4 tournaments = oftballs (800 per tournament) x 4 tournaments = omotional Flyers (250 per tournament) x 4 tournaments =	\$ 32,400 \$ 5,400 \$ 6,000 \$ 3,200
wards (1,500 per tournament) x 4 tournaments = oftballs (800 per tournament) x 4 tournaments =	\$ 6,000
oftballs (800 per tournament) x 4 tournaments =	\$ 3,200
omotional Flyers (250 per tournament) x 4 tournaments =	
	\$ 1,000
HC Tourney Admin (1,000 per tournament) x 4 tournaments =	\$ 4,000
HC Commissioner Fee x 4 tournaments =	\$ 1,200
HC Insurance / Sanction (1,000 per tournament) x 4 tournaments =	\$ 4,000
otal Expenses: \$ 57,200	
tended Utilization of Funds:	(Enter number only)
ublic Facility Rental Fee for use of Merrill Park, Seminole County Softball Complex, and Red Bug	\$
eminole County Softball Complex (5 fields)-per tournament: \$1,481.00 x 4 tournaments=	\$ 5,924
errill Park Softball Complex (2 fields)-per tournament: 1,610.00 x 4 tournaments=	\$ 6,440
ed Bug Lake Park (2 additional fields if needed) - per tournament: 477.91 x 4 tournaments=	\$ 1,911.64
	\$
TOTAL EVENT EXPENSES: \$ 71,475.64	
TOTAL EVENT EXPENSES: \$ 71,475.64	

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Conditional Utility Agreement for Potable and Reclaim Water Service and Sewer Service. With an Exhibit "G" for Oversizing/Extension for Reclaim Water line for the project known as Douglas Grand at Lake Mary

DEPARTMENT: Environmental Services **DIVISION:** Business Office

AUTHORIZED BY: Andrew Neff CONTACT: Becky Noggle EXT: 2143

MOTION/RECOMMENDATION:

Approve and authorize the chairman to execute the Conditional Utility Agreements for Potable and Reclaimed Water and Sewer service, including Exhibit G Water Agreement (Reclaimed) for oversizing and extending the reclaimed water line for the project known as Douglas Grand at Lake Mary.

District 5 Brenda Carey Bob Briggs (ext 2148)

BACKGROUND:

At the request of the property owner there have been changes to the Conditional Utility Agreements for Potable and Reclaimed Water service and Sewer service. These changes reflect the use of a master meter for the entire complex rather than individual meters for each unit. The Exhibit G Water Agreement (Reclaimed) incorporated in the Conditional Utility Agreement for Sewer Service sets forth the terms and conditions under which the developer of Douglas Grand at Lake Mary will construct an eight inch (8") reclaimed water line. Staff has identified a need to oversize the reclaimed water line from a four inch (4") line to an eight inch (8") line and extend it 600 linear feet to tie into the reclaimed water stub already installed on Oregon Street for Section 14 of Lake Forest Subdivision.

The cost associated with this oversizing and extension of the 8" reclaim line for approximately 600 linear feet is \$79,270.81. Adequate funds for the oversizing and extension are available for this project in Water & Sewer Oversizings.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Conditional Utility Agreements for Potable and Reclaimed Water and Sewer Service, including Exhibit G Water Agreement (Reclaimed) for oversizing and extending the reclaimed water line for the project known as Douglas Grand at Lake Mary.

ATTACHMENTS:

- 1. Agreement
- 2. Agreement
- 3. Exhibit "G" Reclaim Water

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

CONDITIONAL UTILITY AGREEMENT FOR POTABLE AND RECLAIMED WATER SERVICE

	TH	IS A	GREEM	ENT i	s made	and ente	red into	tḥi	.s		_ day	of
			<u> </u>		20,	by and h	etween S	EMII	NOLE COUNTY	, ар	olitic	al
subd	ivis	sion	of th	ie Sta	ate of	Florida,	hereinaf	ter	referred to	o as	"COUNT	'Y"
and	NW	46	LTD,	JLY	GROUP	LIMITED,	JEROME	Ŀ.	YOUDERIAN	and	LONA	s.
YOUD	ERIA	M,	herei	.nafte	er refe	erred to a	as "DEVEI	LOPE	R".			

WITNESSETH:

WHEREAS, DEVELOPER owns lands located in Seminole County, Florida as described in Exhibit "A" and shown on the Survey in Exhibit "B" attached hereto (the "Property"), and DEVELOPER intends to develop the Property; and

WHEREAS, DEVELOPER has requested that the COUNTY provide central potable and reclaimed water service for the Property; and

whereas, the COUNTY is willing to provide central potable and reclaimed water service to the Property and thereafter to operate the utility facilities so that the occupants of the improvements on the Property will receive central potable and reclaimed water service from COUNTY in accordance with the provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed and the Water Agreement attached hereto as Exhibit "G" DEVELOPER and COUNTY hereby covenant and agree as follows:

SECTION 1. PREAMBLE. The foregoing statements are true and correct.

- SECTION 2. DEFINITIONS. The following definitions of terms used in this Agreement shall apply unless the context indicates a different meaning:
- (a) "Application" A request in writing from DEVELOPER or a consumer requesting specific potable and reclaimed water service pursuant to the DEVELOPER's Agreement.
- (b) "Billing Unit" A factor used to convert the meter size to Billing Unit. For reclaimed water purposes, a three-fourth inch (3/4") meter is one (1) Billing Unit, a one inch (1") meter is three (3) Billing Units, a one and one half inch (1 1/2") meter is five (5) Billing Units and a two inch (2") meter is eight (8) Billing Units.
- (c) "Connection Fees" A fee or charge paid to the COUNTY by DEVELOPER for the purpose of obtaining potable and reclaimed water capacity. Connection fees will be utilized for the acquisition, improvement, expansion and construction of facilities required to furnish present or future potable and reclaimed water capacity and service to the Property. The amount shall be determined in accordance with the COUNTY schedule of rates in effect from time to time.
- (d) "Consumer Installation" All facilities ordinarily on the consumer's side of the point of delivery (e.g. curb stop, lateral connections.)
- (e) "Consumer's Point of Delivery" Unless otherwise specified herein, the point where the potable and reclaimed water service is connected to the DEVELOPER's or consumer's service lateral. The water meters will be set at the consumer's property line unless otherwise provided.

- (f) "Contribution-in-Aid-of-Construction (CIAC)" The sum of money and/or the value of property required as a prerequisite to service to the Property.
- (g) "Development Phase" A subdivision or construction phase of the construction of utility facilities on Property.
- (h) "Developer's Points of Delivery" The points where the potable and reclaimed water service enters the DEVELOPER's Property or the point of connection of DEVELOPER's off-site installation to the COUNTY's system pursuant to Section 8.
- (i) "Equivalent Residential Connection (ERC)" A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 350 gallons per day (GPD). The number of ERC's contained in a given ADF is determined by dividing that ADF by 350 GPD. (Note: ERC's are calculated as a whole number).
 - (j) "Facilities" See Utility Facilities.
- (k) "FDEP" The Florida Department of Environmental Protection, or its successor agency.
 - (1) "GPD" Gallons per day.
 - (m) "Installation" See Utility Facilities.
- (n) "Property" The land described in Exhibit "A" and shown on the survey in Exhibit "B" attached hereto.
- (o) "Service" or "Utility Service" The readiness and ability of the COUNTY to furnish and maintain potable and reclaimed water service to the point of delivery.

- (p) "Service Rates" or "Rates" The COUNTY's existing and future schedules of rates and charges for potable and reclaimed water service, including connection fees, meter set fees, and all other fees and charges which from time to time are in effect pursuant to ordinances, resolutions or policies adopted by COUNTY. The schedules of Service Rates shall be of general and uniform application within the COUNTY-wide water and sewer utility system.
- (q) "Utility Facilities" or "Facilities" or "Installations" Utility facilities means and includes all equipment, fixtures, wells,
 pumps, lines, mains, manholes, lift stations, pumping stations,
 laterals, service connections, and appurtenances together with all real
 property, easements and rights-of-way necessary to provide potable and
 reclaimed water service to the Property whether located on-site or offsite. The words "Utility Facilities," "Water Facilities," "Facilities,"
 or "Installations" shall be interchangeable unless otherwise indicated
 by the context.

section 3. CAPACITY ALLOCATION. The parties agree that the capacity needed to provide service to the Property is 119,770 gallons per day for potable water supply, which is estimated to be 419 ERC and 53,832 gallons per day for reclaimed water supply, which is estimated to be 151 Billing Units, supplying approximately 6.80 acre(s) of the property.

Capacity allocation is subject to the Florida Department of Environmental Protection (Section 403.021, Florida Statutes, and Florida Administrative Code Rules 17-4.07 and 17-4.15) approval of applicable permits for the Property. Should the Florida Department of

Environmental Protection (FDEP) refuse to issue applicable permit(s) solely because capacity is not available, the DEVELOPER may request COUNTY to rescind the allocation of capacity.

DEVELOPER agrees that the number of units of capacity (ERC's) reserved hereby shall not exceed the number of units of development pursuant to Exhibits "A" and "B", and that the gallonage calculation to determine number of ERC's is for the purpose of allocating a given number of units of capacity (ERC) for the Property and not for purposes of any other calculations.

Upon the completion of SECTION AGREEMENT TO SERVE. construction of potable and reclaimed water facilities by DEVELOPER, satisfactory inspections, the issuance of the final letter of acceptance by COUNTY, and subject to the terms of this Agreement, COUNTY agrees to permit connection of the potable and reclaimed water facilities installed by the DEVELOPER to the central facilities of COUNTY and to provide utility service in accordance with the terms and intent of this Such connections shall at all times be in accordance with Agreement. applicable orders of the governmental and regulations authorities. COUNTY agrees that once DEVELOPER or others have connected consumer installations to COUNTY's central facilities, COUNTY will continuously provide potable and reclaimed water service to the Property subject to continued compliance by DEVELOPER or consumer with all applicable COUNTY requirements for such service.

SECTION 5. CONNECTION FEES. In addition to the contributions in aid of construction (CIAC) where applicable, the DEVELOPER hereby agrees to pay to the COUNTY all applicable connection fees in accordance with

the schedule in effect at the time of payment. Payment of the connection fees shall not excuse the DEVELOPER from payment of any other charges uniformly made, including, but not limited to, meter fees and meter set fees. The COUNTY shall not be obligated to refund any portion of connection fees paid nor shall the COUNTY pay interest on connection fees paid.

Should the FDEP not issue the applicable permit(s) solely because capacity is not available, refunds of the connection fees shall be made by the COUNTY within thirty days of written notification by the DEVELOPER of the FDEP's denial. Such requests to the COUNTY for refunds must be accompanied by a written request from the DEVELOPER that the COUNTY rescind the capacity allocation.

The DEVELOPER shall be obligated to pay connection fees, or any initial portion thereof, in accordance with the applicable COUNTY resolution in effect at the time the DEVELOPER is required to make payment. No user or consumer of potable and reclaimed water service shall be entitled to offset any bill rendered by the COUNTY for such service against connection fees paid. The DEVELOPER shall not be entitled to offset connection fees paid or payable against any claims of the COUNTY.

SECTION 6. PAYMENT OF CONNECTION FEES. The DEVELOPER shall be required to pay the connection fees for each Equivalent Residential Connection (ERC) in accordance with Exhibit "C" attached hereto. Connection fees shall be due and payable in accordance with the applicable COUNTY resolution in effect at the time of payment.

SECTION 7. ON-SITE INSTALLATIONS. DEVELOPER agrees to construct and retain ownership and control of the on-site potable and reclaimed water facilities constructed by the DEVELOPER or located on The term "on-site installations" means and includes allpotable and reclaimed water distribution and supply mains, lines and pipes, and related facilities from the point of entry of COUNTY facilities at DEVELOPER's property line to the Point of Delivery excluding consumer installations, adequate in size and design to serve each lot or unit within the Property or as otherwise required by COUNTY. DEVELOPER shall install at its sole expense, all of the aforesaid Property in accordance with the plans, facilities within the specifications and all other pertinent documents approved by the COUNTY and in accordance with Section 9, "Procedures for Construction of Installations" herein.

SECTION 8. OFF-SITE INSTALLATIONS. To induce COUNTY to provide service to the Property, DEVELOPER agrees to construct and to transfer ownership and control to COUNTY as a contribution-in-aid-of-construction all necessary off-site installations from DEVELOPER's Property to the COUNTY's existing facilities. The term "off-site installations" means and includes all potable and reclaimed water distribution and supply mains, lines and pipes and related facilities adequate in size and design to serve the Property or as otherwise required by COUNTY. off-site installations shall be in accordance with the master plans of the COUNTY as they relate to the potable and reclaimed water and sewer DEVELOPER shall install all of the off-site utility system. installations at its sole expense and in accordance with the plans,

specifications and other pertinent documents approved by COUNTY, except that in no event shall DEVELOPER be required to oversize lines to the benefit of other properties without prior agreement for reimbursement on behalf of such other properties. DEVELOPER shall construct the off-site installations in accordance with Section 9, "Procedures for Construction of Installations" herein.

SECTION 9. PROCEDURES FOR CONSTRUCTION OF INSTALLATIONS.

DEVELOPER agrees that construction of all on-site and off-site installations as defined in Section 7 and 8 respectively, shall be in accordance with the following requirements:

- (a) Permits. DEVELOPER shall submit applicable FDEP permit applications to COUNTY for signature prior to submission of permit application to FDEP. DEVELOPER shall make application to COUNTY for Underground Utility Permits and any other applicable permits such as Right-of-Way Use Permits upon receipt of an approved permit from FDEP.
- DEVELOPER will furnish COUNTY Plans and Specifications. sets of all plans and specifications (Plans) installation to be constructed, prepared by a registered professional The plans shall be prepared in accordance with applicable engineer. COUNTY ordinances and policies including the Land Development Code, Water and Sewer Guidelines and System Requirements for connection to DEVELOPER shall obtain approval of the Plans COUNTY-owned utilities. from all agencies having jurisdiction including the FDEP and COUNTY, if applicable, and submit to COUNTY one (1) copy of any construction construction shall commence until the COUNTY No permits. appropriate regulatory agencies have approved such Plans in writing and

the COUNTY has received copies of the construction permits. If construction commences prior to all such approvals, COUNTY shall have no responsibility to accept any of the installations and COUNTY may elect to terminate this Agreement or withhold service until such time as DEVELOPER has obtained all required approvals. Should DEVELOPER wish to record the plat of a subdivision prior to construction of any installation, DEVELOPER shall post a performance bond which is one hundred ten percent (110%) of the cost of construction of the installation.

- (c) Pre-construction Conference. After securing all permits and approvals of Plans by COUNTY and the other agencies, DEVELOPER or the engineer of record shall set up a preconstruction conference with the engineer of record, utility contractor, the appropriate building officials and the COUNTY.
- (d) Notice to County. DEVELOPER shall provide to COUNTY not less than forty-eight (48) hours written notice prior to commencement of construction and as-built surveys shall be submitted seven (7) days prior to final inspection. DEVELOPER shall provide to COUNTY forty-eight (48) hours notice, which may be either written or verbal, prior to any inspections or tests (other than final inspection) being performed as described herein. Notices shall be deemed given upon actual receipt of same by COUNTY.
- (e) Inspections and Tests. During construction of any installation by DEVELOPER, COUNTY shall have the right to inspect such installation, including but not limited to the materials, equipment, piping and connections to determine compliance with the approved Plans.

The engineer of record shall also inspect construction to insure permits compliance with approved Plans, and other All standard tests and inspections for pressure, exfiltration, line and grade, and all other engineering tests and inspections shall be performed with the engineer of record and utility contractor present to determine that the systems have been installed in accordance with the approved Plans, permits and good engineering practices and are functioning satisfactorily for the purpose for which DEVELOPER's installation designed. Ιt shall be the the was responsibility to insure that all construction and the installation fully meet approved Plans, permits and applicable requirements of law and, upon completion, that the installation functions satisfactorily for the purpose for which it was designed.

- engineer of record shall submit a signed certificate of completion certifying to COUNTY that the construction of the installation is complete, that the installation has been constructed in accordance with all permits, approved Plans, and applicable requirements of law, and as constructed, it will function for the purpose for which it was designed. If the certification is for a potable water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be provided.
- (g) As-built and Other Plans. At least seven (7) days prior to final inspection, DEVELOPER or his engineer shall also provide COUNTY with two (2) sets of "as-built" surveys signed and sealed by a surveyor reflecting the location of all installations as constructed. DEVELOPER

shall also provide a letter of completion to the COUNTY signed and sealed by the engineer of record, two (2) sets of approved paving and drainage plans and three (3) copies of the recorded subdivision plat. DEVELOPER shall provide further proof satisfactory to COUNTY that the installation and all contractors, subcontractors, materialmen and laborers have been paid in full, together with the engineer's certificate of the total cost of the installation.

SECTION 10. WATER METERS. Potable and reclaimed water meters necessary to serve the Property shall be installed by DEVELOPER for all development and at the Point of Delivery for residential development. DEVELOPER shall designate, with COUNTY concurrence, the number, type, quality and size of said meters. The meters and enclosures are to be installed by DEVELOPER after a building permit is issued for residential development and for all other types of development. The cost thereof and associated labor charges shall be paid by DEVELOPER. All meters and enclosures shall remain the property of COUNTY. The DEVELOPER shall be responsible for the installation of back flow prevention devices on the consumer side of the meter.

SECTION 11. TITLE TO INSTALLATIONS CONSTRUCTED BY DEVELOPER. As a condition precedent to the right to connect the on-site installations and any off-site installations to COUNTY's Utility System, DEVELOPER shall convey title to as much of those installations, including real property, easements and rights-of-way as are required by COUNTY in accordance with the following:

(a) **Compliance.** DEVELOPER shall be in compliance with this Agreement.

(b) Time and Place of Conveyance. Unless otherwise agreed upon in writing, conveyance shall be made when the COUNTY is prepared to issue its letter of acceptance to DEVELOPER and commence delivery of service to the Property. Upon completion of the installations, DEVELOPER shall deliver the necessary instruments of conveyance, properly executed, in substantially the same form attached hereto as Exhibit "D" (Warranty Deed), Exhibit "E" (Bill of Sale) and Exhibit "F" (Utility Easement), together with funds sufficient to pay all costs of conveyance and recording. Delivery shall be made to the COUNTY's Utilities Manager at the address shown herein for delivery of notices. Acceptance of the conveyance by the COUNTY shall not become final until the Board of County Commissioners duly accepts same.

Upon a vote to accept conveyance by the Board of County Commissioners, the instruments of conveyance will be recorded in the public records of Seminole County. The COUNTY will issue a letter of acceptance to DEVELOPER and COUNTY's obligations to provide service in accordance with this Agreement shall commence.

- (c) Assurance of Title. DEVELOPER shall, at its expense, deliver to COUNTY a title insurance policy or an opinion of title with respect to the Property confirming DEVELOPER's legal right to grant the deeds, easements and exclusive rights of service contained in this Agreement as a condition precedent to COUNTY's issuance of a letter of acceptance or delivery of service.
- (d) Conveyance. DEVELOPER shall convey all of its interest in the installations to be conveyed to COUNTY by Warranty Deed, Bill of Sale, Easements, Endorsement, Assignments, Affidavits of No Liens or

other good and sufficient instruments of transfer and conveyance, including necessary permits, as shall be effective to vest in COUNTY good and marketable title to the installations free and clear of all liens and encumbrances. Transfer of all manufacturers' and contractors' warranties, maintenance books and construction contracts shall be conveyed by unconditional assignment by DEVELOPER. DEVELOPER shall remain secondarily liable on such warranties and hereby agrees to indemnify and save harmless the COUNTY from any losses, damages, costs, claims, suits, debts or demands by reason of latent defects in the installations which could not have been reasonably discovered upon normal engineering inspection, for a period of two (2) years from the date of acceptance by the COUNTY of said utility installations.

- (e) Maintenance Bond. DEVELOPER shall provide the appropriate maintenance bonds required by the Land Development Code and the Water and Sewer Guidelines in effect at the time of conveyance.
- (f) Manuals. DEVELOPER shall provide COUNTY will all operation, maintenance and parts manuals necessary for the operation and maintenance of the installations.

SECTION 12. MORTGAGE LIENS. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their positions or join in any conveyance, grant or dedication of the easements or rights-of-way, or give to COUNTY assurance by way of a "non-disturbance agreement," that in the event of foreclosure, mortgagee would continue to recognize the ownership and easement rights of COUNTY, as long as COUNTY complies with the terms of this Agreement. All facilities, save and except consumer installations,

shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes.

SECTION 13. COUNTY'S EXCLUSIVE RIGHT TO UTILITY FACILITIES.

DEVELOPER and COUNTY agree that all potable and reclaimed water facilities accepted by COUNTY, if any, in connection with providing service to the Property shall at all times remain in the sole and exclusive ownership of COUNTY. Any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest to such facilities for any purpose, including the furnishing of potable and reclaimed water services to others located within or beyond the limits of the Property. Subject to COUNTY's written consent, DEVELOPER may utilize other water sources for the Property for "non-domestic" uses such as for irrigation purposes.

section 14. EXCLUSIVE RIGHT TO PROVIDE SERVICE. DEVELOPER shall not engage in the business of providing potable and reclaimed water services to the Property. DEVELOPER hereby grants COUNTY the sole and exclusive right to provide potable and reclaimed water services to the Property and to the occupants thereon.

SECTION 15. SERVICE RATES. The rates to be charged by COUNTY to the DEVELOPER or to a consumer for potable and reclaimed water service on the Property shall be those rates charged by COUNTY to its other customers pursuant to service rates from time to time in effect as defined herein. COUNTY reserves the right to withhold or disconnect service at any time the service rates are not paid on a current basis within forty (40) days after the same are billed; provided that written

notification of such delinquency has been made by COUNTY to the DEVELOPER or consumer being served. DEVELOPER or consumer, as the case may be, hereby agrees to save and hold harmless COUNTY for any loss or damages resulting from the exercise of this right.

The service to the Property shall be subject to such other regulations from time to time imposed on COUNTY with respect to the operations of its potable and reclaimed water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to COUNTY's Property and rate changes shall be exclusively within the discretion and control of COUNTY.

SECTION 16. APPLICATION FOR SERVICE TO CONSUMER INSTALLATIONS.

DEVELOPER, or any owner or occupant on the Property (consumer) shall not connect any consumer installation to the facilities of COUNTY until application has been made to COUNTY by the DEVELOPER or consumer and approval for such connection has been granted.

The DEVELOPER or the consumer shall be responsible for connecting the consumer installation to the meters and/or lines of COUNTY system at the points of delivery in accordance with the following requirements:

- (a) Application for the installation of water meters and backflow preventors shall be made twenty-four (24) hours in advance, not including Saturdays, Sundays and holidays.
- (b) All consumer installations may, at COUNTY's sole option, be inspected by COUNTY before backfilling and covering of any pipes.
- (c) Written notice to COUNTY requesting an inspection of a consumer installation may be given by the DEVELOPER, the consumer or his

contractor, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays and holidays, provided the water meters and backflow preventor, if applicable, have been previously installed.

- (d) If COUNTY fails to inspect the consumer installation within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, after such inspection is requested in writing, DEVELOPER or consumer may backfill or cover the pipes without COUNTY's inspection and approval.
- (e) The cost of construction, operation, maintenance, repair or replacement of consumer installations shall be the responsibility of DEVELOPER or consumer and not the COUNTY.

SECTION 17. WATER CONSERVATION. DEVELOPER agrees to employ water conservation measures in development of the Property. Subject to COUNTY review and approval to encourage potable water conservation, such measures shall include but not be limited to:

- (a) Installation of low flush toilets which utilize 3.5 gallons or less of water per flushing cycle.
- (b) Installation of shower heads which have flow restrictors, pulsating features, flow control devices or other features which result in water conservation; and do not allow a flow exceeding 3.0 gallons per minute at 60 psi.
- (c) No swimming pool filter backwash water, or any other swimming pool wastewater shall be discharged to the sanitary sewer system.
- (d) Installation of spring-loaded/automatic shutoff water fixtures in all public restrooms, including lavatory fixtures.

SECTION 18. INSPECTION. COUNTY may, at its option and without notice, inspect DEVELOPER's utility facilities at all times whether before or after completion of construction and acceptance of same by the COUNTY. COUNTY, by inspecting or not inspecting to any extent whatsoever, shall not assume responsibility for construction or installation of DEVELOPER's utility facilities and shall in no way be deemed to waive any rights available to COUNTY for defaults on the part of DEVELOPER, or to consent to any defects, omissions or failures in the design, construction and installation of DEVELOPER's utility facilities.

SECTION 19. RELOCATION OF UTILITY FACILITIES. Any relocation of utility facilities required for DEVELOPER's convenience or necessity shall be done at DEVELOPER's expense provided such relocation can be accomplished without adverse impact on any other part of the facilities or other consumers.

SECTION 20. NOTICES. Any payment or notice required or permitted hereunder shall be in writing and be deemed properly made when hand delivered to the official hereinafter designated, or upon actual receipt when deposited in the United States mail, postage prepaid, addressed as set forth herein, or at such other address as shall have been specified by written notice to the other party delivered in accordance herewith:

COUNTY: Director, Environmental Services Department

Seminole County

Seminole County Services Building

1101 East First Street

Sanford, FL 32771

COPY TO: County Attorney

Seminole County Services Building

1101 East First Street

Sanford, FL 32771

DEVELOPER: NW 46, LTD., a Florida Limited Partnership

JLY Group Limited, a Florida Limited Partnership

Jerome L. Youderian Lona S. Youderian

600 E. Colonial Drive, Suite 100

Orlando, FL 32803

SECTION 21. COSTS AND ATTORNEY'S FEES. In the event COUNTY or DEVELOPER brings an action to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to

recover from the other party all costs incurred, together with

reasonable attorney's fees at all levels, including appeals.

SECTION 22. INTERPRETATION. DEVELOPER and COUNTY agree that all words, terms and conditions contained herein 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. ASSIGNMENT. This Agreement may not be assigned by DEVELOPER without the prior written consent of COUNTY, which shall not be unreasonably withheld, provided DEVELOPER's successor or assign expressly assumes DEVELOPER's obligations hereunder by execution of this Agreement. Capacity allocated hereunder may not be sold or assigned to

any other property whether or not owned by DEVELOPER.

SECTION 24. STRICT COMPLIANCE. Failure to insist upon strict compliance of any of the terms, covenants, or conditions in this Agreement shall not be deemed a waiver thereof, nor shall any waiver of any right hereunder at any one time be deemed a waiver of such right at any other time.

SECTION 25. TIME OF THE ESSENCE. Time is hereby made of the essence of this Agreement in all respects.

ENTIRE AGREEMENT AND INCORPORATION BY REFERENCE. SECTION 26. This Agreement constitutes the entire agreement of the parties and negotiations, previous agreements supersedes all representations whether verbal or written, and may not be amended in any way whatsoever, except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement; provided however, that documents for the implementation of this Agreement, including all permits, engineering design and construction contracts, plans and specifications for the utility facilities as and when approved Environmental Services Department with COUNTY's and filed incorporated herein by reference.

SECTION 27. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.

SECTION 28. LIABILITY. I, for myself, the owner, the DEVELOPER and our successors and assigns, agree to hold harmless and indemnify the COUNTY, the Seminole County Board of County Commissioners, its employees and agents from any and all claims, damages, causes of actions or other liabilities that arise out of or in relation to FDEP or another applicable agency's denial of applicable permits to provide water service to the Property. The COUNTY's obligations hereunder shall be contingent upon the DEVELOPER's obtaining any and all necessary and required permits from FDEP and all other applicable agencies.

SECTION 29. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby.

SECTION 30. EFFECTIVE DATE. This Agreement shall be effective upon proper execution by both parties hereto.

SECTION 31. CONFLICTS. In the event of a conflict between this DEVELOPER's Agreement and the Water Agreement attached hereto as Exhibit "G" the specific provisions of the Water Agreement attached as Exhibit "G" shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement with the named exhibits attached to be executed on the day and year first above written.

ATTEST:

NW 46, LTD., a Florida limited partnership

By: SCHRIMSHER INVESTMENTS CORPORATION, a Florida corporation, a general partner

By: Frank L. Schrinisher, Secretary

ву:

N SCHRIMSHER, President

Date: 10/24/09

I HEREBY CERTIFY that, on this **21th** day of **October**, 20**6**, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. Steven Schrimsher and **Fack L.Schrimsher**, as President and Secretary of Schrimsher Investments Corporation, a Florida corporation, a general partner of NW 46, LTD., a limited partnership organized under the laws of the State of Florida, who is personally known to me or who has produced as identification and that he did take an oath. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation.

WANDA L. PENLAND
Notary Public, State of Florida
My comm. expires July 30, 2010
No. DD541159
Bonded thru Ashton Agency, Inc. (800)451-4854

Notary Public Signature

[Attestations continued on pages 22-24]

ATTEST:	JLY GROUP LIMITED, a Florida limited partnership
Ву	JEROME L. YOUDERIAN, General Partner
Date	: <u>10/28/2009</u>
I HEREBY CERTIFY that, on this before me, an officer duly authorized to take acknowledgments, personally General Partner of JLY Group Limited under the laws of the State of Florida who has produced take an oath. He acknowledged before instrument as such officer in the name	appeared Jerome L. Youderian, as l, a limited partnership organized a, who is personally known to me or as identification and that he did me that he executed the foregoing
NOTARY SEAL	Notary Public Signature
	WANDA L. PENLAND Notary Public, State of Florida My comm. expires July 30, 2010 No. 00541159 Bonded thru Ashton Agency, Inc. (800)451-4854
Withess Print Name By	JEROME L. YOUDERIAN
Date	:
Print Name	•
I HEREBY CERTIFY that, on this Zoth	day of October, 2001, before

I HEREBY CERTIFY that, on this **75** day of **Ctober**, 20**6**, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerome D. Youderian who is personally known to me or who has produced identification and that he did take an oath

NOTARY SEAL

[Attestations continued or page 23]No

WANDA L. PENLAND
Page 3 Notary Public, State of Florida
Page 3 My comm. expires July 30, 2010
No. DD541159
Sonded thro Ashton Agency, Inc. (800)451-4854

Notary Public Signature

Witness Print Name Witness Witness Witness Whitness Whitness Whitness Whitness Whitness Whitness Whitness Whitness	By: Lona S. Youderian Lona s. Youderian Date: 10/28/09
me, an officer duly authorized in	day of Delzer, 200, before the State and County aforesaid to take ared Lona S. Youderian who is personally as identification as identification wanda given to the state of Florida My comm. expires July 30, 2010 No. DD541159 Bonded thru Ashton Agency, Inc. (800)451-4854
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By: BOB DALLARI, Chairman Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at their, 20 regular meeting.
County Attorney SED/lpk 1/29/09 9/10/09 10/1/09 P:\Users\lkennedy\My Documents\Environmental 7 Attachments: Exhibit "A" - Legal Description Exhibit "B" - Survey Exhibit "C" - Connection Fees Exhibit "D" - Warranty Deed Exhibit "E" - Bill of Sale Exhibit "F" - Easement (s) Exhibit "G" - Water Agreement	Services\Youderian cua potable reclaimed water.doc

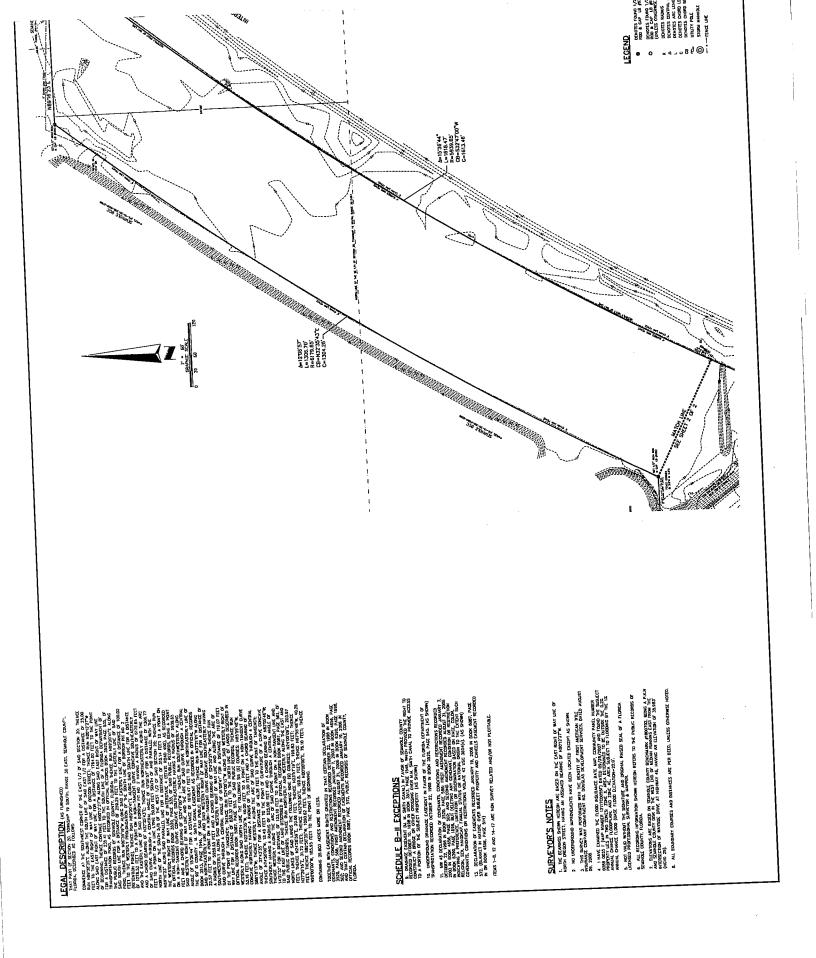
THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID SECTION 20: THENCE RUN N89°38'35"E ALONG THE SOUTH LINE OF SAID EAST 1/2 FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF OREGON STREET; THENCE RUN N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 1764.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 235.41 FEET TO THE SOUTH LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION POND, AS RECORDED IN OFFICIAL RECORDS BOOK 3520, PAGE 535, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY. FLORIDA; THENCE RUN N89°20'41"E ALONG SAID SOUTH LINE FOR A DISTANCE OF 259.29 FEET TO THE EASTERLY LINE OF SAID POND; THENCE RUN N00°39'19"W ALONG SAID EASTERLY LINE FOR A DISTANCE OF 100.00 FEET TO THE WESTERLY PROLONGATION OF THE SOUTH LINE OF BORROW PIT NO. 2 (RETENTION POND); THENCE RUN N89°20'41"E ALONG SAID SOUTH LINE FOR A DISTANCE OF 1278.52 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND THE EASTERLY LINE OF SAID BORROW PIT NO. 2 HAVING A RADIUS OF 6179.65 FEET AND A CHORD BEARING OF N32°35'43"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°06'57" FOR A DISTANCE OF 1306.77 FEET TO A POINT ON A LINE LYING 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 5/8 OF THE WEST 1/2 OF SAID SECTION 20; THENCE RUN N89°16'23" ALONG SAID PARALLEL LINE FOR A DISTANCE OF 315.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (STATE ROAD 400), AS RECORDED IN OFFICIAL RECORDS BOOK 3520, PAGE 535, OF SAID PUBLIC RECORDS, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5939.65 FEET AND A CHORD BEARING OF S32°47'00"W; THENCE RUN SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°36'44" FOR A DISTANCE OF 1618.47 FEET TO THE NORTHEASTERLY LINE OF THE 90' ID COUNTY ., M. SMITH CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3513, PAGE 1546, OF SAID PUBLIC RECORDS; THENCE RUN N37°21'01"W ALONG SAID NORTHEASTERLY LINE AND SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 22.57 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5959.65 FEET AND A CHORD BEARING OF S24°30'21"W; THENCE RUN SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°08'41" FOR A DISTANCE OF 119.07 FEET OT THE POINT OF TANGENCY; THENCE RUN S24°00'12"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 830.32 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5087, PAGE 553, OF SAID PUBLIC RECORDS; THENCE RUN WESTERLY ALONG SAID NORTH LINE THE FOLLOWING SIX (6) COURSES: N65°59'48"W, 52.16 FEET; THENCE N22°33'35"W, 40.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF S86°18'13"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°43'35" FOR A DISTANCE OF 49.38 FEET TO THE POINT OF TANGENCY; THENCE N74°50'00"W, 18.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET AND A CHORD BEARING OF N82°05'46"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°31'32" FOR A DISTANCE OF 133.10 FEET TO A POINT ON A NON-TANGENT LINE AND TO THE EAST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6087, PAGE 561, OF SAID PUBLIC RECORDS; THENCE RUN NORTHERLY AND WESTERLY ALONG THE EAST AND NORTH LINES OF SAID LANDS THE FOLLOWING NINE (9) COURSES: N24°00'09"E, 203.97 FEET; THENCE N24°28'59"E, 20.06 FEET; THENCE N23°57'19"E, 199.83 FEET; THENCE N27°29'16"E, 31.73 FEET; THENCE N32°53'50"E, 199.8. FEET; THENCE N67°55'48"W, 40.26 FEET; THENCE S89°50'35"W, 1090.62 FEET; THENCE

N00°00'00"E, 76.10 FEET; THENCE N90°00'00"W, 185.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.803 ACRES MORE OR LESS.

TOGETHER WITH EASEMENT RIGHTS GRANTED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 22, 1998 IN BOOK 3520, PAGE 588; FIRST AMENDMENT RECORDED JANUARY 7, 2003 IN BOOK 4656, PAGE 502; AND SECOND AMENDMENT RECORDED AUGUST 31, 2006 IN BOOK 6390, PAGE 1698, AND THAT CERTAIN DECLARATION OF EASEMENTS RECORDED JANUARY 19, 2006 IN OFFICIAL RECORDS BOOK 6087, PAGE 572, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



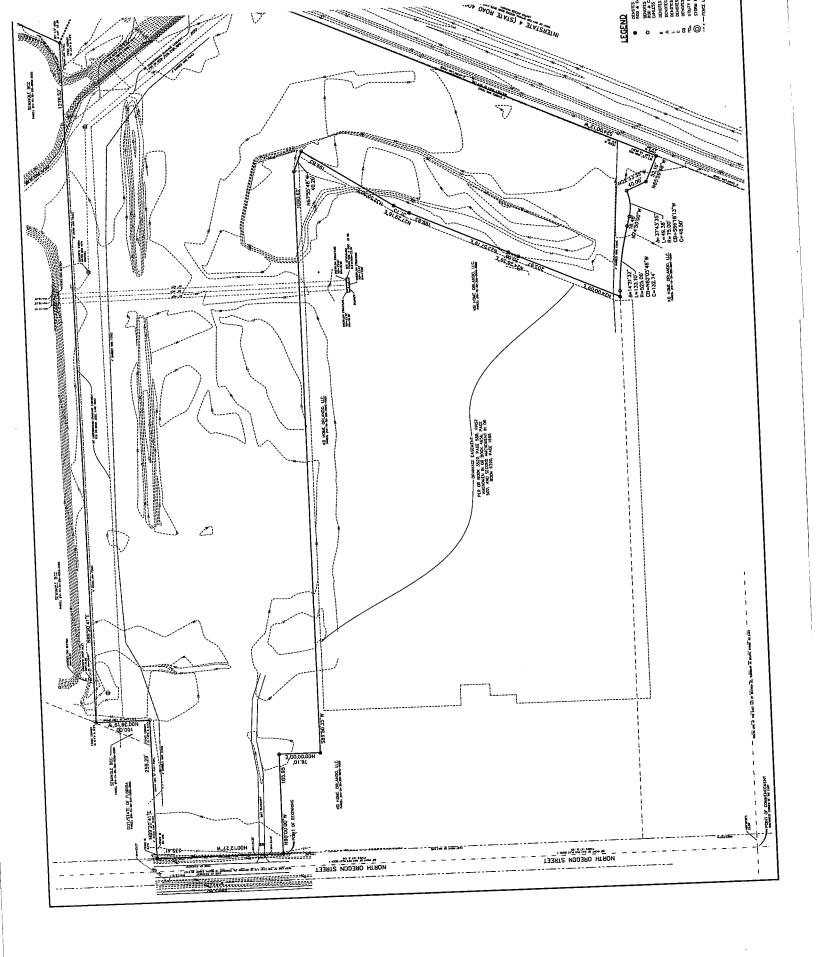


EXHIBIT "C"

Water Connection Fees

Developer agrees to pay Seminole County the following connection fees to induce the County to reserve the following plant capacities for Developer's proposed connections within the "Property". Developer understands that the plant capacities are only reserved upon payment of Charges by Developer to Seminole County. The fees set forth below are the connection fees in effect as of the date of this Utility Agreement and are subject to changes in accordance with the terms thereof.

Payment Schedule

Customer Category	Number of Units	ERC Factor	Total ERCs	Total Gallons	Charge Per Gallon	Total <u>Charges</u>
Multi Family: 1 & 2 bedroom 3 & 4 bedroom	344 72	275 335	344 72	94,600 24,120	\$3.01 \$3.01	\$ 284,746.00 \$ 72,601.20
Pool House		350	3	1,050	\$3.01	\$ 3,160.50 \$ 360,507.70

FEES HAVE NOT BEEN SATISFIED

WARRANTY DEED (Corporation to County)

THIS WARRANTY DEED is made this day of
20 hotwoon . (Print or Type), a
corporation existing under the laws of the State of,
and having its principal place of business at hereinafter called
the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State
of Florida, whose address is Seminole County Services Building, 1101
East First Street, Sanford, Florida 32771, hereinafter called the GRANTEE.
WITNESSETH:
That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:
Property Appraiser's Parcel Identification Number
This Instrument Prepared by:
Address:

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the GRANTEE. The GRANTOR represents that any and all facilities or systems located in, upon, or within the conveyed property are free from all latent and patent design, construction and other defects. The GRANTOR hereby represents to the GRANTEE that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the GRANTEE any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR recognizes that the GRANTEE is relying upon the GRANTOR's representations as herein expressed. The GRANTOR further accepts responsibility over and agrees to indemnify and hold the GRANTEE harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating or arising from this conveyance.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

ATTEST:

(Type Corporation Name)

	(Type Corporation	n Name)
(Signature) , Secretary	(Signature)	, President
(Legibly Print/Type/or Stamp Na	ame)(Legibly Print/	Type/or Stamp Name)
Affix Corporate Seal		
WITNESSES: Signed, sealed and o in our presence:	delivered	
(Signature)		
(Legibly Print/Type/Stamp Name)	
(Signature)		·
(Legibly Print/Type/Stamp Name)	
STATE OF)	•	
agent) and	by (name of nt) of on behalf of the or have produce	(name of title of officer or officer or agent) as (name of (state or place of corporation. They are ed
(type of identification) as identification) as identification oath. WITNESS my hand and daforesaid this day of	official seal in	the County and State
NOTARY SEAL		
		ary Public, in and for

Env Srv wd 8/22/05

BILL OF SALE (Corporation to County)

KNOWN ALL MEN BY THESE PRESENTS, that
(type or print corporate name), a corporation existing under the laws of the State of (type or print), having its principal place of business at, hereinafter
referred to as SELLER, for and in consideration of the sum of TEN AND
NO/100 DOLLARS (\$10.00) and other valuable consideration paid by SEMINOLE COUNTY, a political subdivision of the State of Florida, whose
address is Seminole County Services Building, 1101 East First Street,
Sanford, Florida 32771, hereinafter referred to as BUYER, the receipt of which is hereby acknowledged by the SELLER, has granted, bargained,
sold, transferred and delivered to BUYER, its successors, heirs,
executors, administrators and assigns forever, the following property,
hereinafter referred to as PROPERTY:
Property Appraiser's Parcel Identification Number
This Instrument Prepared by:
Address:

TO HAVE AND TO HOLD the same unto the BUYER, its successors, heirs, executors, administrators and assigns forever.

AND the SELLER hereby covenants with said BUYER that SELLER is lawfully seized of the PROPERTY; that SELLER has good right and lawful authority to sell and convey said PROPERTY; that SELLER hereby fully warrants the title to said PROPERTY and will defend the same against the lawful claims of all persons whomsoever; and that said PROPERTY is free of all encumbrances except those described herein.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the BUYER. The SELLER represents that any and all facilities or systems located in, upon, or within the from all latent and patent conveyed property are free construction and other defects. The SELLER hereby represents to the BUYER that it has no knowledge of any latent or patent defects. SELLER hereby assigns, transfers and conveys to the BUYER any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the SELLER affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The SELLER recognizes that the BUYER is relying upon the SELLER's representations as herein expressed. The SELLER further accepts responsibility over and agrees to indemnify and hold the BUYER harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating or arising from this conveyance.

this day of	has hereunto set its hand and sea , 20
ATTEST: (Type	Corporation Name)
7.7.20	Corporation mand,
, Secretary	, President
(Legibly Print/Type/or Stamp Name) (Leg	gibly Print/Type/Stamp Name)
(Affix Corporate Seal)	
STATE OF)	
COUNTY OF)	
before me, an officer duly authorized to take acknowledgments, personally	appeared and and Secretary, respectively, of tion organized under the laws of personally known to me or who have fication and that they did take an that they executed the foregoing ne name and on behalf of the

Env Srv bos 8/22/05

UTILITY EASEMENT (Corporation to County)

THIS UTILITY EASEMENT is made and entered into this day of
, 20, by and between (type
or print name), a corporation existing under the laws of the State of
, and marking to printer point
(type or print), hereinafter
referred to as the GRANTOR, and SEMINOLE COUNTY, a political
subdivision of the State of Florida, whose address is Seminole County
Services Building, 1101 East First Street, Sanford, Florida 32771,
hereinafter referred to as the GRANTEE.
WITNESSETH:
FOR AND IN CONSIDERATION of the sum of ONE AND NO/100 DOLLAR
(\$1.00) and other good and valuable consideration, the receipt of
which is hereby acknowledged, GRANTOR does hereby grant and convey to
the GRANTEE and its assigns, an exclusive easement and right-of-way
for utility purposes, with full authority to enter upon, excavate,
construct and maintain, as the GRANTEE and its assigns may deem
necessary, electric poles, telephone poles, wires, guy wires and
appurtenances, water pipes, sewer pipes, gas pipes and mains and any
other utility facilities and appurtenances over, under, upon and
through the following described lands situate in the County of
Seminole, State of Florida, to-wit:
Property Appraiser's Parcel Identification Number
Property Appraiser a rancer racherineacton wanted.
This Instrument Prepared by:
Address:

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

THE GRANTEE and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the utilities or any facilities installed and the GRANTOR, thereon by the GRANTEE and its assigns, successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said right-of-way that may interfere with the location, excavation, operation or maintenance of the utilities, or any facilities installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or an authorized utility company, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the easement.

GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the GRANTEE. The GRANTOR represents that any and all facilities or systems located in, upon, or within the conveyed property are free from all latent and patent design, construction and other defects. The GRANTOR hereby represents to the GRANTEE that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the GRANTEE any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR upon the GRANTOR's recognizes that the GRANTEE is relying The GRANTOR further accepts representations as herein expressed. responsibility over and agrees to indemnify and hold the GRANTEE harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating to or arising from this conveyance.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written. ATTEST: (Type Corporation Name) , President (Signature) , Secretary (Signature) (Legibly Print/Type/or Stamp Name) (Legibly Print/Type/or Stamp Name) Affix Corporate Seal WITNESSES: Signed, sealed and delivered in our presence: (Signature) (Legibly Print/Type/Stamp Name) (Signature) (Legibly Print/Type/Stamp Name) STATE OF COUNTY OF The foregoing instrument was acknowledged before me this _ ____, 20___, by ____ _____ (title of officer or officer or agent) as ____ (name of officer or agent) as agent) and (title of officer or agent) of (state or place of incorporation) corporation), a ____ corporation, on behalf of the corporation. They are personally known to (type of identification) me or who have produced as identification and who did (did not) take an oath. NOTARY SEAL (Signature) Notary Public, in and for

Env Srv ue 8/22/05

the County and State aforementioned

CONDITIONAL UTILITY AGREEMENT FOR SEWER SERVICE

	THIS	AGREEM	ENT i	.s made	and ente	red into	thi	s		_ day	of
				20,	by and b	etween S	EMI	NOLE COUNTY	, ар	olitic	al
subdi [.]	visio	on of th	ne Sta	ate of	Florida,	hereinaf	ter	referred to	o as	"COUNT	ľY"
and 1	NW 4	6 LTD,	JLY	GROUP	LIMITED,	JEROME	L.	YOUDERIAN	and	LONA	s.
YOUDERIAN, hereinafter referred to as "DEVELOPER".											

WITNESSETH:

WHEREAS, DEVELOPER owns lands located in Seminole County, Florida as described in Exhibit "A" and shown on the Survey in Exhibit "B" attached hereto (the "Property"), and DEVELOPER intends to develop the Property; and

whereas, DEVELOPER has requested that the COUNTY provide sewer
service for the Property; and

WHEREAS, the COUNTY is willing to provide sewer service to the Property and thereafter to operate the utility facilities so that the occupants of the improvements on the Property will receive sewer service from COUNTY in accordance with the provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings and agreements herein contained and assumed and the Sewer Agreement attached hereto as Exhibit "G," DEVELOPER and COUNTY hereby covenant and agree as follows:

SECTION 1. PREAMBLE. The foregoing statements are true and correct.

- SECTION 2. DEFINITIONS. The following definitions of terms used in this Agreement shall apply unless the context indicates a different meaning:
- (a) "Application" A request in writing on forms provided by COUNTY from DEVELOPER or a consumer requesting specific sewer service pursuant to the DEVELOPER's Agreement.
- (b) "Connection Fees" A fee or charge paid to the COUNTY by DEVELOPER for the purpose of obtaining sewer capacity. Connection fees will be utilized for the acquisition, improvement, expansion and construction of facilities required to furnish present or future sewer capacity and service to the Property. The amount shall be determined in accordance with the COUNTY schedule of rates in effect from time to time.
- (c) "Consumer Installation" All facilities ordinarily on the consumer's side of the point of delivery (e.g. curb stop, lateral connections.)
- (d) "Consumer's Point of Delivery" Unless otherwise specified herein, the point where the sewer service is connected to the consumer's service lateral, which shall be, where possible, at the consumer's property line.
- (e) "Contribution-in-Aid-of-Construction (CIAC)" The sum of money and/or the value of property required as a prerequisite to service to the Property.
- (f) "Development Phase" A subdivision or construction phase of the construction of utility facilities on Property.

- (g) "Developer's Point of Delivery" The point where the sewer service enters the DEVELOPER's Property or the point of connection of DEVELOPER's off-site installation to the COUNTY's system pursuant to Section 8.
- (h) "Equivalent Residential Connection (ERC)" A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 300 gallons per day (GPD). The number of ERC's contained in a given ADF is determined by dividing that ADF by 300 GPD. (Note: ERC's are calculated as a whole number).
 - (i) "Facilities" See Utility Facilities.
- (j) "FDEP" The Florida Department of Environmental Protection, or its successor agency.
 - (k) "GPD" Gallons per day.
 - (1) "Installation" See Utility Facilities.
- (m) "Property" The land described in Exhibit "A" and shown on the survey in Exhibit "B" attached hereto.
- (n) "Service" or "Utility Service" The readiness and ability of the COUNTY to furnish and maintain sewer service to the point of delivery.
- (o) "Service Rates" or "Rates" The COUNTY's existing and future schedules of rates and charges for sewer service, including connection fees, meter set fees, and all other fees and charges which from time to time are in effect pursuant to ordinances, resolutions or policies adopted by COUNTY. The schedules of Service Rates shall be of general

and uniform application within the COUNTY-wide water and sewer utility system.

(p) "Utility Facilities" or "Facilities" or "Installations" Utility facilities means and includes all equipment, fixtures, pumps,
lines, mains, manholes, lift stations, pumping stations, laterals,
service connections, and appurtenances together with all real property,
easements and rights-of-way necessary to provide sewer service to the
Property whether located on-site or off-site. The words "Utility
Facilities," "Sewer Facilities," "Facilities," or "Installations" shall
be interchangeable unless otherwise indicated by the context.

SECTION 3. CAPACITY ALLOCATION. The parties agree that the capacity needed to provide service to the Property is 108,500 gallons per day for sewage collection, which is estimated to be 419 ERC.

Capacity allocation is subject to the Florida Department of Environmental Protection (Section 403.061(14), Florida Statutes (2006), and Florida Administrative Code Chapter 62-600) approval of applicable permits for the Property. Should the Florida Department of Environmental Protection (FDEP) refuse to issue applicable permit(s) solely because capacity is not available, the DEVELOPER may request COUNTY to rescind the allocation of capacity.

DEVELOPER agrees that the number of units of capacity (ERC's) reserved hereby shall not exceed the number of units of development pursuant to Exhibits "A" and "B", and that the gallonage calculation to determine number of ERCs is for the purpose of allocating a given number of units of capacity (ERC) for the Property and not for purposes of any other calculations.

SECTION 4. AGREEMENT TO SERVE. Upon the completion of construction of sewer facilities by DEVELOPER, satisfactory inspections, the issuance of the final letter of acceptance by COUNTY, and subject to the terms of this Agreement, COUNTY agrees to permit connection of the sewer facilities installed by the DEVELOPER to the central facilities of COUNTY and to provide utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. COUNTY agrees that once DEVELOPER or others have connected consumer installations to COUNTY's central facilities, COUNTY will continuously provide sewer service to the Property subject to continued compliance by DEVELOPER or consumer with all applicable COUNTY requirements for such service.

SECTION 5. CONNECTION FEES. In addition to the Contributions in Aid of Construction (CIAC) where applicable, the DEVELOPER hereby agrees to pay to the COUNTY all applicable connection fees in accordance with the schedule in effect at the time of payment. Payment of the connection fees shall not excuse the DEVELOPER from payment of any other charges uniformly made, including, but not limited to, meter fees and meter set fees. The COUNTY shall not be obligated to refund any portion of connection fees paid nor shall the COUNTY pay interest on connection fees paid.

Should the FDEP not issue the applicable permit(s) solely because capacity is not available, refunds of the connection fees shall be made by the COUNTY within thirty days of written notification by the DEVELOPER of the FDEP'S denial. Such requests to the COUNTY for refunds

must be accompanied by a written request from the DEVELOPER that the COUNTY rescind the capacity allocation.

The DEVELOPER shall be obligated to pay connection fees, or any initial portion thereof, in accordance with the applicable COUNTY resolution in effect at the time the DEVELOPER is required to make payment. No user or consumer of sewer service shall be entitled to offset any bill rendered by the COUNTY for such service against connection fees paid. The DEVELOPER shall not be entitled to offset connection fees paid or payable against any claims of the COUNTY.

SECTION 6. PAYMENT OF CONNECTION FEES. The DEVELOPER shall be required to pay the connection fees for each Equivalent Residential Connection (ERC) in accordance with Exhibit "C" attached hereto. Connection fees shall be due and payable in accordance with the applicable COUNTY resolution in effect at the time of payment.

SECTION 7. ON-SITE INSTALLATIONS. DEVELOPER agrees to construct and retain ownership and control of the on-site sewer facilities constructed by DEVELOPER or located on the Property. The term "on-site installations" includes all sewer collection lines, facilities and equipment, including lift or pumping stations from the DEVELOPER's Point of Delivery to the consumer's Point of Delivery, excluding consumer's installations, adequate in size and design to serve each lot or unit within the Property or as otherwise required by COUNTY. DEVELOPER shall install at its sole expense, all of the aforesaid facilities within the Property in accordance with the plans, specifications and all other pertinent documents approved by the COUNTY and in accordance with Section 9, "Procedures for Construction of Installations" herein.

To induce COUNTY to provide OFF-SITE INSTALLATIONS. SECTION 8. service to the Property, DEVELOPER agrees to construct and to transfer ownership and control to COUNTY as a contribution-in-aid-of-construction all necessary off-site installations from DEVELOPER's Property to the The term "off-site installations" means COUNTY's existing facilities. and includes all gravity sewer lines, lift or pump stations, force mains and related facilities adequate in size and design to serve the Property or as otherwise required by COUNTY. Such off-site installations shall be in accordance with the master plans of the COUNTY as they relate to the COUNTY-wide water and sewer utility system. DEVELOPER shall install all of the off-site installations at its sole expense and in accordance with the plans, specifications and other pertinent documents approved by COUNTY, except that in no event shall DEVELOPER be required to oversize lines to the benefit of other properties without prior agreement for reimbursement on behalf of such other properties. DEVELOPER shall construct the off-site installations in accordance with Section 9, "Procedures for Construction of Installations" herein.

SECTION 9. PROCEDURES FOR CONSTRUCTION OF INSTALLATIONS.

DEVELOPER agrees that construction of all on-site installations as defined in Sections 7 and 8 respectively, shall be in accordance with the following requirements:

(a) Permits. DEVELOPER shall submit applicable FDEP permit applications to COUNTY for signature prior to submission of permit application to FDEP. DEVELOPER shall make application to COUNTY for Underground Utility Permits and any other applicable permits such as Right-of-Way Use Permits upon receipt of an approved permit from FDEP.

- DEVELOPER shall furnish COUNTY Plans and Specifications. (3) sets of all plans and specifications (Plans) installation to be constructed, prepared by a registered professional The plans shall be prepared in accordance with applicable engineer. COUNTY ordinances and policies including the Land Development Code, Water and Sewer Guidelines and System Requirements for connection to DEVELOPER shall obtain approval of the Plans COUNTY-owned utilities. from all agencies having jurisdiction including the FDEP and COUNTY, if applicable, and submit to COUNTY one (1) copy of any construction construction shall commence until the COUNTY and permits. No appropriate regulatory agencies have approved such Plans in writing and the COUNTY has received copies of the construction permits. construction commences prior to all such approvals, COUNTY shall have no responsibility to accept any of the installations and COUNTY may elect to terminate this Agreement or withhold service until such time as DEVELOPER has obtained all required approvals. Should DEVELOPER wish to record the plat of a subdivision prior to construction of installation, DEVELOPER shall post a performance bond which is of the cost of construction of the hundred ten percent (110%) installation.
- (c) Pre-construction Conference. After securing all permits and approvals of Plans by COUNTY and the other agencies, DEVELOPER or the engineer of record shall set up a preconstruction conference with the engineer of record, utility contractor, the appropriate building officials and the COUNTY.

- (d) Notice to County. DEVELOPER shall provide to COUNTY not less than forty-eight (48) hours written notice prior to commencement of construction and as-built surveys shall be submitted seven (7) days prior to final inspection. DEVELOPER shall provide to COUNTY forty-eight (48) hours notice, which may be either written or verbal, prior to any inspections or tests (other than final inspection) being performed as described herein. Notices shall be deemed given upon actual receipt of same by COUNTY.
- During construction (e) Inspections and Tests. any installation by DEVELOPER, COUNTY shall have the right to inspect such installation, including, but not limited to the materials, equipment, piping and connections to determine compliance with the approved Plans. The engineer of record shall also inspect construction to insure compliance with approved Plans, permits and other applicable standard tests and inspections for pressure, All requirements. exfiltration, line and grade, and all other engineering tests and inspections shall be performed with the engineer of record and utility contractor present to determine that the systems have been installed in accordance with the approved Plans, permits and good engineering practices and are functioning satisfactorily for the purpose for which designed. shall the installation was Ιt be the responsibility to insure that all construction and the installation fully meet approved Plans, permits and applicable requirements of law and, upon completion, that the installation functions satisfactorily for the purpose for which it was designed.

- engineer of record shall submit a signed certificate of completion certifying to COUNTY that the construction of the installation is complete, that the installation has been constructed in accordance with all permits, approved Plans, and applicable requirements of law, and as constructed, it will function for the purpose for which it was designed.
- (g) As-built and Other Plans. At least seven (7) days prior to final inspection, DEVELOPER or his engineer shall also provide COUNTY with one (1) set of ammonia mylars of the "as-built" surveys prepared by the engineer of record showing the location of all installations as constructed. DEVELOPER shall provide COUNTY two (2) sets of approved paving and drainage plans and three (3) copies of the recorded subdivision plat. DEVELOPER shall provide proof satisfactory to COUNTY that the installation and all contractors, subcontractors, materialmen and laborers have been paid in full, together with the engineer's certificate of the total cost of the installation.

SECTION 10. WATER METERS. A water meter or meters necessary to serve the Property shall be installed by DEVELOPER for all development and at the DEVELOPER's Point of Delivery for residential development. DEVELOPER shall designate, with COUNTY concurrence, the number, type, quality and size of said meter or meters. The water meter or meters and enclosures are to be installed by DEVELOPER after a building permit is issued for residential development and by the DEVELOPER for all other types of development. The cost thereof and associated labor charges shall be paid by DEVELOPER. All water meters and enclosures shall remain the property of COUNTY. The DEVELOPER shall be responsible for

the installation of a back flow prevention device to be installed on the consumer side of the meter.

SECTION 11. TITLE TO INSTALLATIONS CONSTRUCTED BY DEVELOPER. As a condition precedent to the right to connect the on-site installations and any off-site installations to COUNTY's Utility System, DEVELOPER shall convey title to as much of those installations, including real property, easements and rights-of-way as are required by COUNTY in accordance with the following:

- (a) Compliance. DEVELOPER shall be in compliance with this Agreement.
- (b) Time and Place of Conveyance. Unless otherwise agreed upon in writing, conveyance shall be made when the COUNTY is prepared to issue its letter of acceptance to DEVELOPER and commence delivery of service to the Property. Upon completion of the installations, DEVELOPER shall deliver the necessary instruments of conveyance, properly executed, in substantially the same form attached hereto as Exhibit "D" (Warranty Dee), Exhibit "E" (Bill of Sale) and Exhibit "F" (Easements), together with funds sufficient to pay all costs of conveyance and recording. Delivery shall be made to the COUNTY's Utilities Manager at the address shown herein for delivery of notices. Acceptance of the conveyance by the COUNTY shall not become final until the Board of County Commissioners duly accept same.

Upon a vote to accept conveyance by the COUNTY Commission, the instruments of conveyance will be recorded in the public records of Seminole County. The COUNTY will issue its letter of acceptance to

DEVELOPER and COUNTY's obligations to provide service in accordance with this Agreement shall commence.

- (c) Assurance of Title. DEVELOPER shall at its expense, deliver to COUNTY a title insurance policy or an opinion of title with respect to the Property confirming DEVELOPER's legal right to grant the deeds, easements and exclusive rights of service contained in this Agreement as a condition precedent to COUNTY's issuance of a letter of acceptance or delivery of service.
- DEVELOPER shall convey all of its interest in Conveyance. the installations to be conveyed to COUNTY by Warranty Deed, Bill of Sale, Easements, Endorsement, Assignments, Affidavits of No Liens and other good and sufficient instruments of transfer and conveyance, including necessary permits, as shall be effective to vest in COUNTY good and marketable title to the installations free and clear of all liens and encumbrances. Transfer of all manufacturers' and contractors' warranties, maintenance books and construction contracts shall be conveyed by unconditional assignment by DEVELOPER. DEVELOPER shall remain secondarily liable on such warranties and hereby agrees to indemnify and save harmless the COUNTY from any losses, damages, costs, claims, suits, debts or demands by reason of latent defects in the installations which could not have been reasonably discovered upon normal engineering inspection, for a period of two (2) years from the date of acceptance by the COUNTY of said utility installations.
- (e) Maintenance Bond. DEVELOPER shall provide the appropriate maintenance bonds required by the Land Development Code and the Water and Sewer Guidelines in effect at the time of conveyance.

(f) Manuals. DEVELOPER shall provide COUNTY will all operation, maintenance and parts manuals necessary for the operation and maintenance of the installations.

SECTION 12. MORTGAGE LIENS. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their positions or join in any conveyance, grant or dedication of the easements or rights-of-way, or give to COUNTY assurance by way of a "non-disturbance agreement," that in the event of foreclosure, mortgagee would continue to recognize the ownership and easement rights of COUNTY, as long as COUNTY complies with the terms of this Agreement. All facilities, save and except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes.

SECTION 13. COUNTY'S EXCLUSIVE RIGHT TO UTILITY FACILITIES.

DEVELOPER and COUNTY agree that all sewer facilities accepted by COUNTY, if any, in connection with providing service to the Property shall at all times remain in the sole and exclusive ownership of COUNTY. Any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest to such facilities for any purpose, including the furnishing of sewer services to others located within or beyond the limits of the Property.

SECTION 14. EXCLUSIVE RIGHT TO PROVIDE SERVICE. DEVELOPER shall not engage in the business of providing water or sewer services to the Property. DEVELOPER hereby grants COUNTY the sole and exclusive right to provide sewer services to the Property and to the occupants thereon.

SECTION 15. SERVICE RATES. The rates to be charged by COUNTY to the DEVELOPER or to a consumer for sewer service on the Property shall be those rates charged by COUNTY to its other customers pursuant to service rates from time to time in effect as defined herein. COUNTY reserves the right to withhold or disconnect service at any time the service rates are not paid on a current basis within forty (40) days after the same are billed; provided that written notification of such delinquency has been made by COUNTY to the DEVELOPER or consumer being served. DEVELOPER or consumer, as the case may be, hereby agrees to save and hold harmless COUNTY for any loss or damages resulting from the exercise of this right.

The service to the Property shall be subject to such other regulations from time to time imposed on COUNTY with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to COUNTY's Property and rate changes shall be exclusively within the discretion and control of COUNTY.

SECTION 16. APPLICATION FOR SERVICE TO CONSUMER INSTALLATIONS.

DEVELOPER, or any owner or occupant on the Property (consumer) shall not connect any consumer installation to the facilities of COUNTY until application has been made to COUNTY by the DEVELOPER or consumer and approval for such connection has been granted.

The DEVELOPER or the consumer shall be responsible for connecting the consumer installation to the meter and/or lines of COUNTY at the point of delivery in accordance with the following requirements:

- (a) Application for the installation of water meters and backflow preventors shall be made twenty-four (24) hours in advance, not including Saturdays, Sundays and holidays.
- (b) All consumer installations may, at COUNTY's sole option, be inspected by COUNTY before backfilling and covering of any pipes.
- (c) Written notice to COUNTY requesting an inspection of a consumer installation may be given by the DEVELOPER, the consumer or his contractor, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays and holidays, provided the water meter and backflow preventor, if applicable, have been previously installed.
- (d) If COUNTY fails to inspect the consumer installation within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, after such inspection is requested in writing, DEVELOPER or consumer may backfill or cover the pipes without COUNTY's inspection and approval.
- (e) The cost of construction, operation, maintenance, repair or replacement of consumer installations shall be the responsibility of DEVELOPER or consumer and not the COUNTY.
- (f) Should any non-domestic wastes, grease or oils, including, but not limited to, floor or abnormal strength wax or paint, be delivered to the lines, the DEVELOPER or Consumer shall be responsible for payment of the cost to correct or repair any resulting damage to the treatment process and/or facilities.

SECTION 17. HIGH STRENGTH WASTE. The DEVELOPER agrees that waste or sewage to be treated by COUNTY from the Property will consist of domestic wastewater, and further agrees that it will not allow any

abnormal strength sewage to flow to the Utility Facilities, except upon payment of a surcharge promulgated by the COUNTY. DEVELOPER grants to COUNTY the right to sample sewage from the Property to verify DEVELOPER's compliance with this Section.

SECTION 18. PRETREATMENT. DEVELOPER agrees that the Service Company has certain obligations to protect the health, safety and welfare of the public and not to burden COUNTY's customers with extraordinary expenses attributable to DEVELOPER, his successors or assigns. DEVELOPER agrees that all sewage or wastewater from Property shall conform to the Service Company's standards prior to introduction into COUNTY's collection system and DEVELOPER further agrees that COUNTY may at COUNTY's sole option require pretreatment or special features such as grease traps to insure such conformity. DEVELOPER shall be responsible for all costs associated therewith.

SECTION 19. WATER CONSERVATION. DEVELOPER agrees to employ water conservation measures in development of the Property. Subject to COUNTY review and approval to encourage water conservation, such measures shall include but not be limited to:

- (a) Installation of low flush toilets which utilize 3.5 gallons or less of water per flushing cycle.
- (b) Installation of shower heads which have flow restrictors, pulsating features, flow control devices or other features which result in water conservation; and do not allow a flow exceeding 3.0 gallons per minute at 60 psi.
- (c) No swimming pool filter backwash water, or any other swimming pool wastewater shall be discharged to the sanitary sewer system.

(d) Installation of spring-loaded/automatic shutoff water fixtures in all public restrooms, including lavatory fixtures.

SECTION 20. EFFLUENT/RECLAIM DISPOSAL. It is possible that the COUNTY may not have sufficient effluent/reclaim disposal capacity available for the disposal of sewage from the Property treated by it at its sewage treatment plant. The DEVELOPER agrees to provide COUNTY, at COUNTY's request and at no cost to COUNTY, the use of the Property, or other areas as designated within the Property, for effluent/reclaim disposal. The DEVELOPER shall provide COUNTY with perpetual easements for the use of said Property for such purpose.

SECTION 21. INSPECTION. COUNTY may at its option and without notice, inspect DEVELOPER's utility facilities at all times whether before or after completion of construction and acceptance of same by the COUNTY. COUNTY, by inspecting or not inspecting to any extent whatsoever, shall not assume responsibility for construction or installation of DEVELOPER's utility facilities and shall in no way be deemed to waive any rights available to COUNTY for defaults on the part of DEVELOPER, or to consent to any defects, omissions or failures in the design, construction and installation of DEVELOPER's utility facilities.

SECTION 22. RELOCATION OF UTILITY FACILITIES. Any relocation of utility facilities required for DEVELOPER's convenience or necessity shall be done at DEVELOPER's expense provided such relocation can be accomplished without adverse impact on any other part of the facilities or other consumers.

SECTION 23. NOTICES. Any payment or notice required or permitted hereunder shall be in writing and be deemed properly made when hand

Agreement. Capacity allocated hereunder may not be sold or assigned to any other property whether or not owned by DEVELOPER.

SECTION 27. STRICT COMPLIANCE. Failure to insist upon strict compliance of any of the terms, covenants, or conditions in this Agreement shall not be deemed a waiver thereof, nor shall any waiver of any right hereunder at any one time be deemed a waiver of such right at any other time.

SECTION 28. LIABILITY. I, for myself, the owner, the DEVELOPER and our successors and assigns, agree to hold harmless and indemnify the COUNTY, the Seminole County Board of County Commissioners, its employees and agents from any and all claims, damages, causes of actions or other liabilities that arise out of or in relation to the FDEP's denial of applicable permits to provide water or sewer service to the Property. The COUNTY's obligations hereunder shall be contingent upon the DEVELOPER's obtaining any and all necessary and required permits from FDEP and all other applicable agencies.

SECTION 29. TIME OF THE ESSENCE. Time is hereby made of the essence of this Agreement in all respects.

SECTION 30. ENTIRE AGREEMENT AND INCORPORATION BY REFERENCE. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement; provided however, that documents for the implementation of this Agreement, including all permits, engineering design and construction contracts,

delivered to the official hereinafter designated, or upon actual receipt when deposited in the United States mail, postage prepaid, addressed as set forth herein, or at such other address as shall have been specified by written notice to the other party delivered in accordance herewith:

COUNTY: Director

Environmental Services Department 500 West Lake Mary Boulevard

Sanford, Florida 32773

Copy to: County Attorney

Seminole County Services Building

1101 East First Street Sanford, FL 32771

DEVELOPER: NW 46, LTD., a Florida Limited Partnership

JLY Group Limited, a Florida Limited Partnership

Jerome L. Youderian Lona S. Youderian

600 E. Colonial Drive, Suite 100

Orlando, FL 32803

SECTION 24. COSTS AND ATTORNEYS' FEES. In the event COUNTY or DEVELOPER brings an action to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to reasonable attorneys' fees at all levels, including appeals.

SECTION 25. INTERPRETATION. DEVELOPER and COUNTY agree that all words, terms and conditions contained herein 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 26. ASSIGNMENT. This Agreement may not be assigned by DEVELOPER without the prior written consent of COUNTY, which shall not be unreasonably withheld, provided DEVELOPER's successor or assign expressly assumes DEVELOPER's obligations hereunder by execution of this

plans and specifications for the utility facilities as and when approved and filed with COUNTY's Public Works Department are incorporated herein by reference.

SECTION 31. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.

SECTION 32. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby.

SECTION 33. EFFECTIVE DATE. This Agreement shall be effective upon proper execution by both parties hereto.

SECTION 34. CONFLICTS. In the event of a conflict between this DEVELOPER's Agreement and the Sewer Agreement attached hereto as Exhibit "G," the specific provisions of the Sewer Agreement attached as Exhibit "G" shall govern.

[Balance of page left intentionally blank; attestations on pages 21-23]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement

	with the named exhibits attached to be executed on the day and year
	first above written.
	ATTEST: NW 46, LTD., a Florida limited partnership
	By: SCHRIMSHER INVESTMENTS CORPORATION, a Florida corporation, a general partner
	By: J. STEVEN SCHRIMSHER, President
	Date: 10/26/09
F	before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. Steven Schrimsher and to take acknowledgments, personally appeared J. Steven Schrimsher and Scorporation, a Florida corporation, a general partner of NW 46, LTD., a limited partnership organized under the laws of the State of Florida, who is personally known to me or who has produced identification and that he did take an oath. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation. NOTARY STATEST: ATTEST: JANDA L PENIAND NOTARY STATEST: JEROME L. YOUDERIAN, General Partner JEROME L. YOUDERIAN, General Partner
	Date: 10(28/2009
	I HEREBY CERTIFY that, on this

NOTARY SEAL

Public Signature WANDA L. PENLAND
Notary Public, State of Florida
My comm. expires July 30, 2010
No. DD541159
Conditional Utility Agreement for State of Florida
Page 21 of 23

Paul & C Actife	
Witness. By: When a full	
Print Name Date: /0/28/2009	
Witness.	
Make THORSECC	
Print Name	
I HEREBY CERTIFY that, on this day of, 20_64, before	
me, an officer duly authorized in the State and County aforesaid to take	`
acknowledgments, personally appeared Jerome L. Youderian who is personally known to me or who has produced	
identification and that he did take an oath	
Touse 1 relain	_
NOTARY SEAL Notary Public Signature	
WANDA L. PENLAND	
Motary Public, State of Florida My comm. expires, July 30, 2010	
No. DD541159 Bonded thru Ashton Agency, Inc. (600)451-4854	
anla c arther	
Witness By: <u>Nona J. (fordenon</u> Lana C. Satcher Lona S. Youderjan	
Drint News	
Date: 10/28/09	
Witness MALK (INOLSEL)	
Print Name	
70th Detalm of	
I HEREBY CERTIFY that, on this Z3th day of County aforesaid to take	
acknowledgments, personally appeared Lona S. Youderian who is personally	
known to me or who has produced as dentification	_
and that he did take an oath.	_
NOTARY SEAL Notary Public Signature	
WANDA L. PENLAND Notary Public, State of Florida	
My comm. 9xplres July 30, 2010	
Bonded thru Ashton Aganey, Inc. (800)451-4854	

[Attestations continued on page 23]

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:
BOB DALLARI, Chairman
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authorized for execution
the Board of County Commissioners
their, 20
gular meeting.
t

County Attorney

SED/lpk

1/29/09 9/10/09 10/1/09

P:\Users\lkennedy\My Documents\Environmental Services\Youderian cua-sewer.doc

7 Attachments:

Exhibit "A" - Legal Description

Exhibit "B" - Survey

Exhibit "C" - Connection Fees
Exhibit "D" - Warranty Deed

Exhibit "E" - Bill of Sale

Exhibit "F" - Easement(s)

Exhibit "G" - Sewer Agreement

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

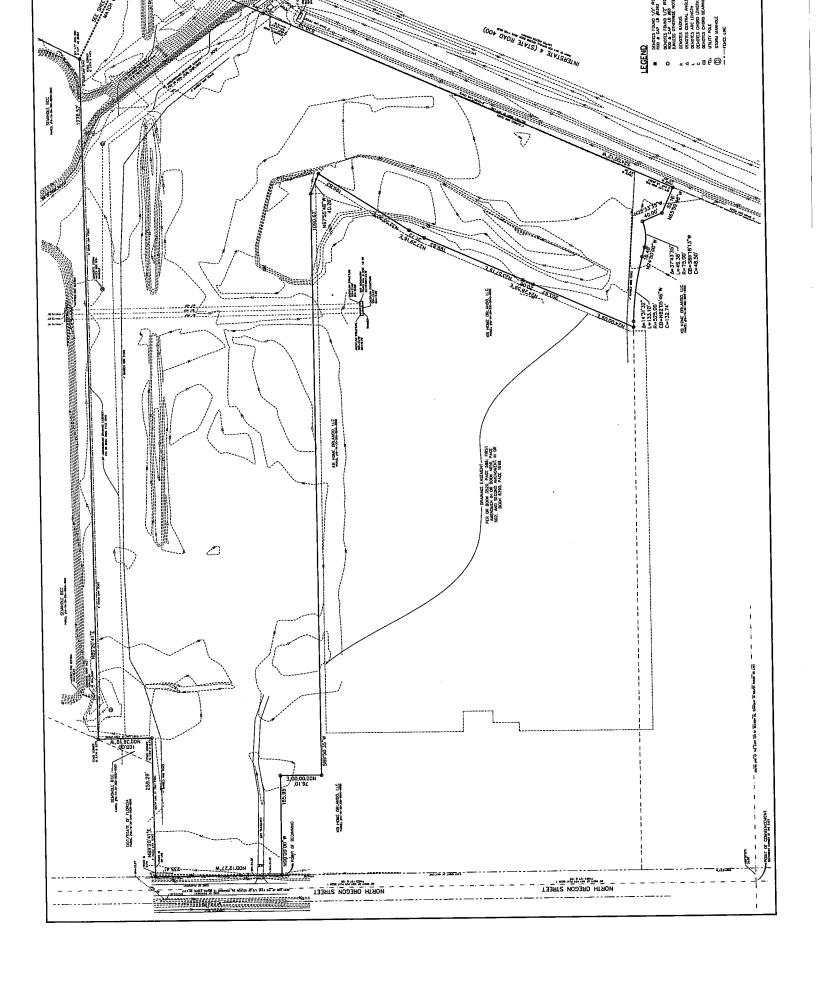
COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID SECTION 20; THENCE RUN N89°38'35"E ALONG THE SOUTH LINE OF SAID EAST 1/2 FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF OREGON STREET; THENCE RUN N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 1764.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 235.41 FEET TO THE SOUTH LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION POND, AS RECORDED IN OFFICIAL RECORDS BOOK 3520, PAGE 535, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY. FLORIDA; THENCE RUN N89°20'41"E ALONG SAID SOUTH LINE FOR A DISTANCE OF 259.29 FEET TO THE EASTERLY LINE OF SAID POND; THENCE RUN N00°39'19"W ALONG SAID EASTERLY LINE FOR A DISTANCE OF 100.00 FEET TO THE WESTERLY PROLONGATION OF THE SOUTH LINE OF BORROW PIT NO. 2 (RETENTION POND); THENCE RUN N89°20'41"E ALONG SAID SOUTH LINE FOR A DISTANCE OF 1278.52 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND THE EASTERLY LINE OF SAID BORROW PIT NO. 2 HAVING A RADIUS OF 6179.65 FEET AND A CHORD BEARING OF N32°35'43"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°06'57" FOR A DISTANCE OF 1306.77 FEET TO A POINT ON A LINE LYING 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 5/8 OF THE WEST 1/2 OF SAID SECTION 20; THENCE RUN N89°16'23" ALONG SAID PARALLEL LINE FOR A DISTANCE OF 315.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (STATE ROAD 400), AS RECORDED IN OFFICIAL RECORDS BOOK 3520, PAGE 535, OF SAID PUBLIC RECORDS, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5939.65 FEET AND A CHORD BEARING OF S32°47'00"W; THENCE RUN SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°36'44" FOR A DISTANCE OF 1618.47 FEET TO THE NORTHEASTERLY LINE OF THE 90' ID COUNTY ., M. SMITH CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3513, PAGE 1546, OF SAID PUBLIC RECORDS; THENCE RUN N37°21'01"W ALONG SAID NORTHEASTERLY LINE AND SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 22.57 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5959.65 FEET AND A CHORD BEARING OF \$24°30'21"W; THENCE RUN SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°08'41" FOR A DISTANCE OF 119.07 FEET OT THE POINT OF TANGENCY; THENCE RUN S24°00'12"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 830.32 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5087, PAGE 553, OF SAID PUBLIC RECORDS; THENCE RUN WESTERLY ALONG SAID NORTH LINE THE FOLLOWING SIX (6) COURSES: N65°59'48"W, 52.16 FEET; THENCE N22°33'35"W, 40.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF S86°18'13"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°43'35" FOR A DISTANCE OF 49.38 FEET TO THE POINT OF TANGENCY; THENCE N74°50'00"W, 18.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET AND A CHORD BEARING OF N82°05'46"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°31'32" FOR A DISTANCE OF 133.10 FEET TO A POINT ON A NON-TANGENT LINE AND TO THE EAST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6087, PAGE 561, OF SAID PUBLIC RECORDS; THENCE RUN NORTHERLY AND WESTERLY ALONG THE EAST AND NORTH LINES OF SAID LANDS THE FOLLOWING NINE (9) COURSES: N24°00'09"E, 203.97 FEET; THENCE N24°28'59"E, 20.06 FEET; THENCE N23°57'19"E, 199.83 FEET; THENCE N27°29'16"E, 31.73 FEET; THENCE N32°53'50"E, 199.8. FEET: THENCE N67°55'48"W, 40.26 FEET; THENCE S89°50'35"W, 1090.62 FEET; THENCE

N00°00'00"E, 76.10 FEET; THENCE N90°00'00"W, 185.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.803 ACRES MORE OR LESS.

Name of Street

TOGETHER WITH EASEMENT RIGHTS GRANTED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 22, 1998 IN BOOK 3520, PAGE 588; FIRST AMENDMENT RECORDED JANUARY 7, 2003 IN BOOK 4656, PAGE 502; AND SECOND AMENDMENT RECORDED AUGUST 31, 2006 IN BOOK 6390, PAGE 1698, AND THAT CERTAIN DECLARATION OF EASEMENTS RECORDED JANUARY 19, 2006 IN OFFICIAL RECORDS BOOK 6087, PAGE 572, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



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SCHEDULE B-II EXCEPTIONS

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ITEMS 1-E, 12 AND 14-17 ARE NON SURVEY RELATED AND/OR NOT PLOTTABLE

SURVEYOR'S NOTES

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MOGULI, CHANCE, R.DOO (BASE FLOOD ELEVATION=22.0). B. HOT VALID WINDLY THE SIGNATURE AND OPERALL RAISED SEAL OF A FLORDA LICENSED PROFESSIONAL SLAWETOR & MAPPER.

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EXHIBIT "C"

Sewer Connection Fees

Developer agrees to pay Seminole County the following connection fees to induce the County to reserve the following plant capacities for Developer's proposed connections within the "Property". Developer understands that the plant capacities are only reserved upon payment of Charges by Developer to Seminole County. The fees set forth below are the connection fees in effect as of the date of this Utility Agreement and are subject to changes in accordance with the terms thereof.

Payment Schedule

Customer Category	Number of Units	ERC Factor	Total ERCs	Total Gallons	Charge Per Gallon	Total Charges
Multi Family: 1 & 2 bedroom 3 & 4 bedroom	344 72	250 300	344 72	86,000 21,600	\$7.43 \$7.43	\$ 638,980.00 \$ 160,488.00
Pool House		300	3	900	\$7.43	\$ 6,687.00 \$ 806,155.00

FEES HAVE NOT BEEN SATISFIED

WARRANTY DEED (Corporation to County)

THIS WARRANTY DEED is made this day of,
20 between , (Print or Type), a
corporation existing under the laws of the State of,
and having its principal place of business at, hereinafter called
the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State
of Florida, whose address is Seminole County Services Building, 1101
East First Street, Sanford, Florida 32771, hereinafter called the GRANTEE.
WITNESSETH:
That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:
Property Appraiser's Parcel Identification Number
This Instrument Prepared by:
Address:

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the GRANTEE. The GRANTOR represents that any and all facilities or systems located in, upon, or within the conveyed property are free from all latent and patent design, construction and other defects. The GRANTOR hereby represents to the GRANTEE that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the GRANTEE any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR recognizes that the GRANTEE is relying upon the GRANTOR's representations as herein expressed. The GRANTOR further accepts responsibility over and agrees to indemnify and hold the GRANTEE harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating or arising from this conveyance.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written. ATTEST: (Type Corporation Name) (Signature) , Secretary (Signature) , President (Legibly Print/Type/or Stamp Name) (Legibly Print/Type/or Stamp Name) Affix Corporate Seal WITNESSES: Signed, sealed and delivered in our presence: (Signature) (Legibly Print/Type/Stamp Name) (Signature) (Legibly Print/Type/Stamp Name) STATE OF COUNTY OF The foregoing instrument was acknowledged before me this day _____, 20____, by _____ οf (title of officer or _____ (name of officer or agent) as officer or agent) as ____ agent) and _____ (title of officer or agent) of _____ corporation acknowledging), a ______ (state or place of incorporation) corporation, on behalf of the corporation. They are personally known to me or have produced (type of identification) as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State aforesaid this ____ day of _____, 20___.

NOTARY SEAL

(Signature) Notary Public, in and for the County and State aforementioned

Env Srv wd 8/22/05

BILL OF SALE (Corporation to County)

KNOWN ALL MEN BY THESE PRESENTS, that
(type or print corporate name), a corporation existing under the laws of
the State of (type or print), having its principal
place of business at, hereinafter referred to as SELLER, for and in consideration of the sum of TEN AND
NO/100 DOLLARS (\$10.00) and other valuable consideration paid by
SEMINOLE COUNTY, a political subdivision of the State of Florida, whose
address is Seminole County Services Building, 1101 East First Street,
Sanford, Florida 32771, hereinafter referred to as BUYER, the receipt of
which is hereby acknowledged by the SELLER, has granted, bargained, sold, transferred and delivered to BUYER, its successors, heirs,
executors, administrators and assigns forever, the following property,
hereinafter referred to as PROPERTY:
Property Appraiser's Parcel Identification Number
This Instrument Prepared by:
Address:

TO HAVE AND TO HOLD the same unto the BUYER, its successors, heirs, executors, administrators and assigns forever.

AND the SELLER hereby covenants with said BUYER that SELLER is lawfully seized of the PROPERTY; that SELLER has good right and lawful authority to sell and convey said PROPERTY; that SELLER hereby fully warrants the title to said PROPERTY and will defend the same against the lawful claims of all persons whomsoever; and that said PROPERTY is free of all encumbrances except those described herein.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the BUYER. The SELLER represents that any and all facilities or systems located in, upon, or within the and patent conveyed property are free from all latent construction and other defects. The SELLER hereby represents to the BUYER that it has no knowledge of any latent or patent defects. SELLER hereby assigns, transfers and conveys to the BUYER any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the SELLER affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The SELLER recognizes that the BUYER is relying upon the SELLER's representations as herein expressed. The SELLER further accepts responsibility over and agrees to indemnify and hold the BUYER harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating or arising from this conveyance.

IN WITNESS WHEREOF, the SEI this day of	LLER has hereunto set its hand and seal, 20				
ATTEST:					
	(Type Corporation Name)				
, Secretary	, President				
(Legibly Print/Type/or Stamp Name) (Legibly Print/Type/Stamp Name)				
(Affix Corporate Seal)					
STATE OF)					
COUNTY OF)					
I HEREBY CERTIFY that, on this day of, 20, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared and, as President and Secretary, respectively, of, a corporation organized under the laws of the State of, who are personally known to me or who have produced as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.					
NOTARY SEAL					
	(Signature) Notary Public, in and for the County and State aforementioned				
Env Srv bos					

8/22/05

UTILITY EASEMENT (Corporation to County)

THIS UTILITY EASEMENT is made and entered into this day of
, 20, by and between (type
or print name), a corporation existing under the laws of the State of
, and having its principal place of business at
(type or print), hereinafter
referred to as the GRANTOR, and SEMINOLE COUNTY, a political
subdivision of the State of Florida, whose address is Seminole County
Services Building, 1101 East First Street, Sanford, Florida 32771,
hereinafter referred to as the GRANTEE.
WITNESSETH:
FOR AND IN CONSIDERATION of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, an exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, electric poles, telephone poles, wires, guy wires and appurtenances, water pipes, sewer pipes, gas pipes and mains and any other utility facilities and appurtenances over, under, upon and through the following described lands situate in the County of Seminole, State of Florida, to-wit:
Property Appraiser's Parcel Identification Number
This Instrument Prepared by:
Address:

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

THE GRANTEE and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the utilities or any facilities installed and the GRANTOR, thereon by the GRANTEE and its assigns, successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said right-of-way that may interfere with the location, excavation, operation or maintenance of the utilities, or any facilities installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or an authorized utility company, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the easement.

GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the GRANTEE. The GRANTOR represents that any and all facilities or systems located in, upon, or within the conveyed property are free from all latent and patent design, construction and other defects. The GRANTOR hereby represents to the GRANTEE that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the GRANTEE any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR GRANTOR's the GRANTEE is relying upon the recognizes that The GRANTOR further representations as herein expressed. accepts responsibility over and agrees to indemnify and hold the GRANTEE harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating to or arising from this conveyance.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written. ATTEST: (Type Corporation Name) (Signature) , President , Secretary (Signature) (Legibly Print/Type/or Stamp Name) (Legibly Print/Type/or Stamp Name) Affix Corporate Seal WITNESSES: Signed, sealed and delivered in our presence: (Signature) (Legibly Print/Type/Stamp Name) (Signature) (Legibly Print/Type/Stamp Name) STATE OF COUNTY OF The foregoing instrument was acknowledged before me this ____ day __, 20____, by _____

NOTARY SEAL

(Signature) Notary Public, in and for the County and State aforementioned

Env Srv ue 8/22/05

Exhibit "G"

Water Agreement (Reclaimed)

THIS	AGREEMENT	is ma	de and	entered	into t	his	day	of
, 20, by and between SEMINOLE COUNTY, a political								
subdivision	n of the	State	of Flor	rida, he	reinafte	r referred	to	as
"COUNTY", a	and NW 46	LTD, JLY	GROUP L	MITED, J	EROME L.	YOUDERIAN	and I	LONA
s. YOUDERIA	N, herei	nafter re	eferred t	o as "OWI	ER".			

WITNESSETH:

WHEREAS, OWNER owns certain real property in Seminole County, Florida, hereinafter referred to as "the Property," as described in Exhibit "A," and set forth on the survey in Exhibit "B," attached to the Conditional Utility Agreement For Potable and Reclaimed Water Service; and

WHEREAS, OWNER requires a reclaimed water service system to serve future residential development to be located on the Property; and

whereas, Owner is willing to construct an off-site reclaimed water system and other appurtenant facilities to serve the Property and convey said water system and appurtenant facilities to the COUNTY in return for the considerations set forth herein; and

WHEREAS, OWNER has executed a Conditional Utility Agreement For Potable and Reclaimed Water Service to which this Agreement is attached as Exhibit "G" and together the Conditional Utility Agreement For Potable and Reclaimed Water Service and this Agreement comprise the complete and entire water agreement between the parties,

NOW, THEREFORE, in consideration of the premises, the parties mutual covenants and agreements, including the cost of designing,

permitting, constructing, conveying and accepting the reclaimed water system as hereinafter defined, the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

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

Section 2. Definitions. As used in this Agreement, certain terms and phrases appearing herein are defined as follows:

- The terms "Reclaimed Water System" Reclaimed Water System. (a) or "Water System" shall refer to and mean the construction of off-site reclaimed water lines on Oregon Street extending from the property boundary of 129 Oregon Street for 600 linear feet to the reclaimed water line stub out installed on Oregon Street for Section 14 of Lake "A", attached Attachment depicted on Forest, as incorporated herein, including transmission mains, stub-outs, pipes, valves, fittings and other such pertinent facilities as are routinely All permits placed in public rights-of-way or dedicated easements. engineering design and construction contracts, and specifications for the Water System as and when filed with and approved by the County's Planning Department, Development Review Division, are incorporated herein by reference.
- (b) <u>Service Area</u>. The term "Service Area" shall mean and consist of the Property which is to be developed and which is described in Exhibit "A" of the Conditional Utility Agreement for Potable and Reclaimed Water Service.

Section 3. Agreement to Construct and Convey. OWNER agrees to construct and convey to the COUNTY the Water System and the COUNTY, in reliance on the representations and warranties of OWNER contained herein and subject to the terms and conditions of this Agreement, agrees to accept the Water System from OWNER and pay for the cost thereof upon completion of the Water System. OWNER represents and warrants that:

- (a) OWNER shall cause to be designed, permitted and constructed, the Water System to the Property. Any Federal, State or local permitting fees and approvals, if applicable, shall be the responsibility of the OWNER; provided, however, that the COUNTY shall be responsible for the Right-of-Way use permit fee, if applicable, and the underground utility permit fee, all related to the off-site water main only.
- (b) Subject to the terms of this Agreement, the OWNER shall commence construction of the Water System within six (6) months and complete construction within eighteen (18) months of commencement of construction. OWNER may apply in writing for an extension within sixty (60) days of the expiration of the six (6) month term.
- (c) OWNER's agreement to construct and convey the Water System is in addition to OWNER's agreement to construct, install and convey, at OWNER's sole cost and expense, all other water transmission, collection and meter facilities necessary to provide water service to OWNER's Property pursuant to the Conditional Utility Agreement For Potable and Reclaimed Water Service.

Section 4. Conveyance. In addition to the provisions set forth in Section 11, Title to Installations Constructed by Developer, of the Conditional Utility Agreement For Potable and Reclaimed Water Service, the following shall apply:

- (a) Conveyance shall be closed at the Seminole County Services Building within fifteen (15) days of the vote relating to conveyance by the Board of County Commissioners.
- (b) Real and personal property taxes, if any, shall be the responsibility of the OWNER and prorated as of the date of closing. Any corrective instruments required in connection with perfecting OWNER's title shall be prepared and recorded by OWNER prior to closing.

Section 5. Construction of Installations. In addition to the provisions of Section 9 of the Conditional Utility Agreement For Potable and Reclaimed Water Service, the OWNER shall provide COUNTY with the proposed utility contractor's firm name, key agents, address and brief description of previous applicable jobs so that the COUNTY may approve said contractor prior to establishment of a preconstruction conference. Approval shall not be unreasonably withheld by the COUNTY.

Section 6. Payment. COUNTY shall reimburse OWNER for the actual costs incurred in construction of the Water System as described in Section 2(a) herein. The anticipated construction costs are set forth in Attachment "B" attached hereto and incorporated herein and shall not exceed SEVENTY-NINE THOUSAND TWO HUNDRED SEVENTY AND 81/100 DOLLARS (\$79,270.81). Actual costs shall include all design,

permitting, construction, labor and materials associated with construction of the Water System. To be eligible for reimbursement by COUNTY, the costs incurred by OWNER must be reviewed and written consent obtained from COUNTY by OWNER prior to incurring the costs. These costs shall be based on the contractor's invoices and OWNER's engineer's certification of the invoices and in accordance with cost and pay estimates approved by COUNTY. Payment shall be made as follows:

- (a) Notwithstanding any other provision of this Agreement, the total repayment amount shall not exceed the amount of OWNER's contract to construct the Water System together with change orders as approved by the COUNTY in writing.
- The COUNTY shall reimburse the OWNER for approved costs of permitting and construction of the Water System upon design, completion of construction. Payments shall be by COUNTY warrant within forty-five (45) days of receipt and approval by COUNTY of the bill of sale, contractor invoices, engineer certification completion, Florida Department of Environmental Protection acceptance and clearance, final COUNTY inspection and COUNTY receipt of as-builts related to the off-site water main in accordance with this Agreement.

Section 7. Risk of Loss. OWNER shall bear the risk of loss or damage to the Water System prior to conveyance and acceptance by the COUNTY. OWNER shall restore at its expense all loss or damage within a reasonable period of time.

Section 8. Approval of County. As a condition precedent to COUNTY's obligations hereunder, the OWNER shall deliver to COUNTY for

COUNTY's prior review and approval all plans, specifications, drawings, financial and cost projections, construction and other contracts and corresponding prices prepared for the OWNER regarding Under no circumstances shall the review by the the Water System. COUNTY impose on the COUNTY any liability to the OWNER or individual or entity for faulty design or construction of the Water It is acknowledged by the parties that the COUNTY review contemplated in this Section is only for the purpose of determining the operational acceptability of the Water System and for no other purpose whatsoever. Nothing in this Section shall relieve OWNER of this Agreement, the Conditional its obligations under Agreement For Potable or Reclaimed Water Service, or under applicable COUNTY regulations and procedures.

Section 9. Access to Site. The COUNTY shall provide to the OWNER rights of access and easements over property belonging to or controlled by the COUNTY for installation of the Water System as required for the completion of the approved Water System and in accordance with the approved plans and specifications. County Development Fees related to development of the adjacent subdivision including underground utilities fees and right-of-way use fees, shall not be waived by this Section.

Section 10. Operation and Maintenance. Upon transfer, the COUNTY shall be responsible for operation and maintenance of the Water System and shall assure service to all present and future connections to the Property; provided, however, that the COUNTY's obligation shall be consistent with and not greater than the COUNTY's obligation to

provide such water service to the public generally.

Section 11. Indemnification. OWNER agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages, or lawsuits for damages, including any and all court costs and attorney fees arising from or related to the performance of this Agreement between OWNER and COUNTY.

OWNER further agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages or lawsuits for damages resulting from:

- (a) any misrepresentation of a material fact contained in this Agreement or the exhibit attached hereto; or
- (b) any breach of warranties made by OWNER pursuant to this Agreement.

Section 12. County's Liability. Notwithstanding everything contained herein to the contrary, OWNER understands and agrees that the obligations of the COUNTY, including, but not limited to, the payment of costs to be made hereunder to OWNER shall not be deemed to be or constitute a pledge of the full faith and credit of the general revenues, including non-ad valorem tax revenues of the COUNTY.

[Balance of page left intentionally blank; attestations on pages 8-9]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. NW 46, LTD., a Florida limited partnership ATTEST: By: SCHRIMSHER INVESTMENTS CORPORATION, a Florida corporation, a general partner By: Secretary SCHRIMSHER, President 10/26/09 Date: I HEREBY CERTIFY that, on this Zeth day of October before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. Steven Schrimsher and Tauk L. Schringer as President and Secretary of Schrimsher Investments Corporation, a Florida corporation, a general partner of NW 46, LTD., a limited partnership organized under the laws of the State of Florida, who is personally known to me or who has produced identification and that he did take an oath. He acknowledged before me that he executed the foregoing instrument as such officer (in and on behalf of the corporation. Notary Public Signature NOTARY SE WANDA L. PENLAND Notary Public, State of Florida My comm. expires July 30, 2010 No. DD541159 Bonded thru Ashton Agency, Inc. (800)451-4854 ATTEST: JLY GROUP LIMITED, a Florida limited partnership General Partner Date: I HEREBY CERTIFY that, on this 25th day of before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerome L. Youderian, as General Partner of JLY Group Limited, a limited partnership organized under the laws of the State of Florida, who is personally known to me or as identification and that he did who has produced He acknowledged before me that he executed the take an oath. instrument as such officer in the name and non behalf of the NOTARY SEAL Públic Signature

Exhibit G - Water Agreement Resultation Agency, Inc. (800)451-4854

Page 8 of 9

WANDA L. PENLAND Notary Public, State of Florida My comm. expires July 30, 2010 No. DD541159

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BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

	Ву:			
MARYANNE MORSE	BOB DALLARI, Chairman			
Clerk to the Board of				
County Commissioners of	Date:			
Seminole County, Florida.				
For the use and reliance	As authorized for execution			
of Seminole County only.	by the Board of County Commissioners			
Approved as to form and	at their, 20			
legal sufficiency.	regular meeting. '			

County Attorney

SED/lpk

9/10/09 10/1/09

P:\Users\lkennedy\My Documents\Environmental Services\Youderian exhibit G .doc

Attachments:

Attachment "A" - Project Depiction Attachment "B" - Construction Costs



September 21, 2009

Keith Denton Seminole County 1301 E. Second Street Sanford, FL 32771

RE: DOUGLAS GRAND AT LAKE MARY 09-06000029

Dear Keith:

The items listed below were determined from the contracted total for construction:

#1 - Cost Estimate for Reuse Water Main Needed to Serve Project

Cost of reuse water main extension required to serve project with 4-inch reuse water main. Developer is responsible for this cost.

Tie-In To Existing Stub-Out (South Connection)	1	EA	\$5,500.00	\$5,500.00
4" PVC C-900	1536	LF	\$13.20	\$20,275.20
4* Gate Valve	4	EA	\$440.00	\$1,760.00
Misc. 4* Bends and Fittings	7	EA	\$275.00	\$1,925.00
4"x2" Blow-Off	1	EA	\$550.00	\$550.00
4" Jack and Bore	70	LF	\$330.00	\$23,100.00
Restoration - Grade and Sod	33500	SF	\$1.10	\$36,850.00
Sidewalk Removal and Replacement	5000	\$F	\$7.70	\$38,500.00
Traffic Control	15	DAYS	\$275.00	\$4,125.00
Erosion Control	1450	LF	\$3.30	\$4,785.00
Permitting/inspection Fees	1	EA	\$2,287.65	\$2,287.65
Construction Mobilization/Surveying	1	LŞ	\$2,413.40	\$2,413.40
				\$142,071.25

#2 - Cost Estimate for Seminole County Required Reuse Water Main Up-Size

Estimate #1 with substitution of increasing proposed reuse water main along Oregon from 4-inch to 8-inch. County to reimburse Developer for cost associated with upsizing reuse water main from 4-inch to 8-inch.

Tie-In To Existing Stub-Out (South Connection)	1	EA	\$5,500.00	\$5,500.00
8" PVC C-900	1426	LF	\$19.80	\$28,234.80
8" Gate Valve	2	EA	\$1,265.00	\$2,530.00
Misc. 8" Bends and Fittings	5	EA	\$495.00	\$2,475.00
4° PVC C-900	110	LF	\$13.20	\$1,452.00
4" Gate Valve	2	EA	\$440.00	\$880.00
Misc. 4" Bends and Fittings	2	EA	\$275.00	\$550.00
4"x2" Blow-Off	1	EA	\$550.00	\$550.00
4" Jack and Bore	70	LF	\$330.00	\$23,100.00
Restoration - Grade and Sod	33500	SF	\$1.10	\$36,850.00
Sidewalk Removal and Replacement	5000	SF	\$7.70	\$38,500.00
Traffic Control	15	DAYS	\$275.00	\$4,125.00
Erosion Control	1450	LF	\$3.30	\$4,785.00
Permitting/Inspection Fees	1	EA	\$2,454.60	\$2,454.60
Construction Mobilization/Surveying	1	LS	\$2,645.28	\$2,645.28
				\$154,631.68

#3 - Cost Estimate for extending 8-inch reuse water main from Project's north property line to Lake Forrest

Extension is past project boundary and not required to serve project. County to reimburse developer for 100% of extension cost

Tie-In To Existing Stub-Out (North Connection)	1	EA	\$5,500.00	\$5,500.00
8" PVC C-900	594	LF	\$19.80	\$11,761.20
8" Gate Valve	1	EA	\$1,265.00	\$1,265.00
Misc. 8* Bends and Fittings	5	EA	\$495.00	\$2,475.00
Restoration - Grade and Sod	15000	SF	\$1.10	\$16,500.00
Sidewalk Removal and Replacement	3000	SF	\$7.70	\$23,100.00
Traffic Control	5	DAYS	\$275.00	\$1,375.00
Erosion Control	600	LF	\$3.30	\$1,980.00
Permitting/Inspection Fees	1	EA	\$1,472.68	\$1,472.68
Construction Mobilization/Surveying	1	LS	\$1,281.50	\$1,281.50
			SUBTOTAL	\$66,710.38

Summary

Difference In Cost Between 4-Inch and 8-Inch Extenstion (Estimate #2 minus Estimate #1) = \$12,560.43 Cost to extend 8-inch Reclaimed Water Main to Lake Forest Stub-out (Estimate #3) = Total Relimbursement for Reuso Water Main Up-Size and Extension Costs = \$66,710.38 \$79,270.81

Sincerely,

David A. Stokes, P.E. Professional Engineer

CHM/D3/nwm

-centification-SEMINOLECOUNTY7-16-09



SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection

Services

DEPARTMENT: Environmental Services **DIVISION:** Solid Waste Management

AUTHORIZED BY: Andrew Neff CONTACT: William (Johnny) Edwards EXT: 2253

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to sign the Non-Exclusive Franchise Agreement For Commercial Solid Waste Collection Service with Veolia ES Solid Waste Southeast, Inc.

County-wide William (Johnny) Edwards

BACKGROUND:

Companies that collect and haul commercial solid waste in unincorporated Seminole County are required to first obtain non-exclusive franchises for commercial solid waste collection services from the Board of County Commissioners, in accordance with Chapter 235 of the Seminole County Code.

Seminole County does not currently charge a franchise fee, nor does it make any representations or guarantees regarding the potential for business through the Franchise Agreements. The franchise essentially provides the hauling company with the authority pursuant to the Seminole County Code to conduct business in unincorporated Seminole County. The updated Franchise Agreement has a one (1) year term that may be renewed annually until September 30, 2023.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to sign the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Veolia ES Solid Waste Southeast, Inc.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

NON-EXCLUSIVE FRANCHISE AGREEMENT FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE

THIS AGREEMENT made and entered into this _____ day of ______,

20____, between SEMINOLE COUNTY, a political subdivision of the State of
Florida, whose address is 1101 East First Street, Sanford, Florida
32771, hereinafter referred to as "County", and VEOLIA ES SOLID WASTE
SOUTHEAST, INC., a Florida corporation, whose address is 1964 South
Orange Blossom Trail, Apopka, Florida 32703, hereinafter referred to as
"Contractor".

WITNESSETH:

WHEREAS, Contractor collects and transports commercial solid waste generated in areas of unincorporated Seminole County; and

whereas, the County desires to ensure that such activities are performed by a competent and qualified Contractor in accordance with applicable Federal, State, and local laws and consistent with the public interest; and

WHEREAS, Contractor is competent and qualified to provide commercial solid waste collection services and desires to provide its collection and transporting services within unincorporated Seminole County according to the terms and conditions stated herein,

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Definitions. To the extent the definitions contained herein conflict with similar definitions contained in any Federal, State or local law, the definitions herein shall prevail. However, nothing

contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to Federal, State or local law. The following terms are defined as follows:

- (a) Agreement. This Non-Exclusive Franchise Agreement and all written amendments to it.
- (b) Biomedical Waste. Any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and other materials which in the opinion of the Department of Health represents a significant risk of infection to persons outside the generating facility.
- furniture, grills, lawn equipment, furnaces, bicycles (excluding motorized vehicles and motors such as but not limited to cars, trucks, motorcycles and boat motors) or similar items not having a useful purpose to the owner or abandoned by the owner whose large size or weight precludes disposal by normal methods.
- (d) **Collection**. The process whereby commercial solid waste is removed from the location where it is generated and transported to a County Designated Disposal Facility.
- (e) Commercial Solid Waste. Garbage, Bulky Waste, Trash, or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at commercial businesses including, but not limited to, stores, offices, restaurants, and warehouses, governmental and institutional office

buildings, agricultural operations, industrial and manufacturing facilities, hotels, motels, condominiums, apartments, and other buildings and parcels of property that have more than four (4) Residential Units under one roof, and other sites that do not generate Residential Solid Waste. Commercial Solid Waste shall not include any material that is Special Waste or Recovered Materials.

- (f) Commercial Solid Waste Collection Service. The collection, disposal and recycling of waste generated by a commercial property which is provided by the Contractor for a fee.
- (g) Construction and Demolition Debris (C&D). Materials generally considered to be non-water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber from the construction or destruction of a structure as part of a construction or demolition project. Combining waste other than C&D with C&D will cause it to be classified as other than C&D.
- (h) **Container.** Any open top or compactor roll-off box that is used to collect Commercial Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically or manually dumped into a loader-packer type truck.
- (i) **Contract Administrator**. The County's Environmental Services Director or his/her designee with the authority to administer and monitor the provision of services set forth under this Agreement.
- (j) **Contractor.** That person or entity serving as an independent contractor, including its employees, servants, partners, principals and agents that has obtained from the County a franchise to provide the services set forth in this Agreement.

- (k) **County**. This term shall mean Seminole County, a political subdivision of the State of Florida.
- (1) **Customer.** A Person in unincorporated Seminole County that obtains Commercial Solid Waste Collection Service from the Contractor.
- (m) **Designated Disposal Facility.** The management facility designated by the County for receiving Commercial Solid Waste in accordance with this Agreement.
- (n) **Garbage.** All putrescible waste, including but not limited to, kitchen and table food waste, animal, vegetative food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that falls within the definition of Special Waste.
- (o) **Garbage Cart.** Any commonly available Solid Waste receptacle made of light gauge steel, plastic or other non-absorbent material which is closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and has a capacity of at least 64 gallons.
- (p) Hazardous Waste. Solid Waste that is regulated by the State of Florida, Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, State, or Federal law.
- (q) Industrial Solid Waste. Solid Waste generated by manufacturing or industrial processes that is not a Hazardous Waste. Industrial Solid waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products

or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

- (r) **Person.** A person, natural or artificial, including but not limited to, an individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.
- (s) Recovered Materials. Materials, including but not limited to metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.
- (t) **Recyclable Material.** Materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- (u) Residential Solid Waste. Solid Waste originating from residential property occupied by four (4) or fewer Residential Units under one roof per parcel of land.
- (v) Residential Unit. A structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

(w) **Service Area.** The unincorporated area of the County, as set forth in Exhibit "A," attached hereto and incorporated herein, for which

the Contractor has an executed Agreement to provide Services.

(x) Source Separated. Recovered Materials which are separated

from solid waste where the recovered materials and Solid Waste are

generated. The separation of various types of recovered materials from

each other is not required and de minimus solid waste, in accordance

with industry standards and practices, may be included in the recovered

materials. Materials are not considered Source Separated when such

materials contain more than ten percent (10%) solid waste by volume or

weight.

(y) Special Waste. Those wastes that require extraordinary

management, including, but not limited to, automobiles or automobile

parts, boat or boat parts, internal combustion engines, non-automobile

tires, used oil, paint, sludge, dead animals, agricultural and

Industrial Solid Waste, septic tank pumping, Biomedical Waste,

biohazardous waste, liquid waste, waste tires, lead acid batteries, C&D,

ash residue, Yard Waste and Hazardous Waste.

(z) **Trash**. Accumulations of refuse, paper, paper boxes and

containers, rags, sweepings, all other accumulations of a similar

nature, and broken toys, tools, equipment, and utensils. Trash does not

include Garbage or Yard Waste.

(aa) Uncontrollable Forces. Any event which results in the

prevention or delay of performance by a party of its obligation under

this Agreement which is beyond the reasonable control of the non-

performing party. It includes, but is not limited to, fire, flood,

hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance and sabotage.

(bb) Yard Waste. All accumulations of vegetative matter from yard

and landscaping maintenance such as but not limited to, leaves, grass or

shrubbery cuttings and other refuse attendant to the care of lawns,

shrubbery, vines, trees and tree limbs.

Section 2. Term. The term of this Agreement shall commence on

October 1, 2009, and shall run through September 30, 2010, the date of

signature by the parties notwithstanding, and shall be renewed

thereafter at the County's option for successive periods not to exceed

one (1) year each, unless earlier terminated as provided herein;

provided, however, that the Agreement shall not be extended by renewal

beyond September 30, 2023.

Section 3. Commencement of Services. The services provided by

the Contractor under this Agreement shall commence effective October 1,

2009.

Section 4. Services Provided by the Contractor. The Contractor

is hereby granted a non-exclusive franchise to provide Commercial Solid

Waste Collection Services as defined in this Agreement to the Service

Area as described in Exhibit "A".

(a) Commercial Solid Waste Collection Services. The Contractor

shall provide Commercial Collection Services in the Service Area in a

manner ensuring that a public nuisance shall not be created and the

public health, safety and welfare shall be protected. The Contractor

may, at its discretion, offer services to the Customer beyond the

description of services and the scope of this Agreement in the Service

Area.

- (1) Commercial Solid Waste Collection Service shall be scheduled for a minimum of once a week between the hours of 6:00 a.m. and 8:00 p.m. The hours of collection may be extended due to extraordinary circumstances or conditions with prior consent from the Contract Administrator. Solid waste generated or produced in unincorporated Seminole County shall be transported to and disposed of at a County Designated Disposal Facility as set forth in Exhibit "B," attached hereto and incorporated herein.
- and number of the Containers or Garbage Carts and the frequency of Collection provided by the Contractor shall be determined by the Customer and the Contractor. The Contractor shall ensure that the size and number of the Containers or Garbage Carts and the frequency of the Collection service are sufficient so that commercial solid waste is not placed or stored outside the Containers or Carts.
- (3)The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However. Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of solid waste or the Customer requests the use of Garbage Carts. Containers or Garbage Carts used for Recycling Collection shall clearly labeled identification, education and enforcement purposes. The Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator determines that such action is necessary for compliance with this Agreement or to protect the public health, safety, or welfare.

(4) The Contractor shall thoroughly empty all Containers or Garbage Carts. The Contractor shall not combine solid waste with Yard Waste or Recyclable Material.

(b) <u>Commercial Recycling Collection Services.</u>

- (1) The Contractor shall exercise best efforts to provide recycling services to its Customers, except those Customers who currently receive recycling services from another franchisee, a County Non-Exclusive Franchise Agreement, or a holder of a County Certificate of Public Convenience and Necessity.
- (2) Recyclables delivered to the Seminole County Central Transfer Station must be collected in two (2) streams: (1) a fiber stream consisting of newspaper, magazines, and catalogs; and (2) a commingled container stream consisting of plastic bottles, Numbers 1 through 7, clear, green, and brown glass bottles and jars, aluminum and steel cans to be consistent with the County's transfer and processing of recyclables.
- (3) The parties recognize that the Contract Administrator may add or delete items or components deemed to constitute Recyclable Material to the County's Recycling Program. The Contractor shall not combine Recyclable Material with solid waste or Yard Waste.
- (c) <u>Commercial Yard Waste Collection Services</u>. The Contractor shall collect Yard Waste separately from other types of Commercial Solid Waste.
- Section 5. Other Waste Services. The Contractor shall not be required to collect and dispose of Biohazardous Waste, Biological Waste, Biomedical Waste, Hazardous Waste or Special Waste (except Yard Waste); however, the Contractor may offer these Services in its Service Area.

Collection and disposal of the wastes identified in this section are not regulated under this Agreement. If these services are provided by the Contractor they shall be in strict compliance with all Federal, State, local laws and regulations.

Section 6. Contractor's Rates, Billing Collection and Method of Collection.

(a) The Contractor shall be solely responsible for the billing and collection of Commercial Solid Waste Collection Service rates to the customer. Services shall be solely billed and collected by the Contractor at a rate to be agreed upon between the Contractor and the Customer.

(b) The Contractor may, at the Contractor's discretion, terminate any Services for Customers failing to pay for Services.

Section 7. Fees.

- (a) Franchise. The Contractor shall pay the County the franchise fee, if any, in effect at the time of collection for all commercial solid waste collected in the Service Area. The monthly payment shall be based on the Commercial Solid Waste Collection Service provided by the Contractor during the preceding month. The monthly Franchise Fee payment shall be delivered to the Contract Administrator no later than twenty (20) days after the end of the month when the Contractor's service was provided.
- (b) Tipping. Subject to the provisions herein, the Contractor shall pay to the County the tipping fee, if any, in effect at the time of disposal, for each ton of Commercial Solid Waste delivered by the Contractor to the Designated Facility.

Section 8. Certification and Renewal Fees. The Contractor shall initially and annually submit a Seminole County Non-Exclusive Franchise Holder Application/Annual Renewal and Update Form, attached hereto and incorporated herein as Exhibit "C," for the collection of commercial solid waste. Said form shall be submitted annually or on or before September 30th following the execution of the Agreement. The County may, by duly adopted resolution, amend the application and vehicle fees.

Section 9. Default and Termination of Agreement.

- (a) The County may terminate this Agreement by giving the Contractor thirty (30) days written notice upon the occurrence of any of the following:
- (1) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the County pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or material, and said default is not cured within thirty (30) days of receipt of written notice by the Contractor of the County's written notice to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from the Contract Administrator to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty (30)

days and [b] that it is proceeding with diligence to cure said default and such default will be cured within a reasonable period of time).

(2) Contractor shall take the benefit of any present or future insolvency statute or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver trustee or liquidator of all or substantially all of its assets; or

(3) By order or decree of a Court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect, unless such stayed judgment or order is reinstated in which case said default shall be deemed immediate; or

(4) By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the assets of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or

(b) Conditions beyond the control of the Contractor are not conditions of default including riots, acts of God, war, governmental laws, regulations or restrictions.

Section 10. Designated Disposal Facilities Calculation. In any year during the Agreement, if the Contractor collects or receives commercial solid waste generated or produced in the Service Area, but the Contractor fails to deliver the commercial solid waste to the Designated Disposal Facility, as required herein, the Contractor shall:

(a) pay the County for the shortfall in tonnage; or (b) demonstrate that the shortfall in tonnage resulted from changes to the Contractor's business in the Service Area. The following formula shall be used to calculate the amount to be paid the County:

 $2 \times (TT-AD) \times TF = AO$

In this formula, (TT) is the total amount (tonnage) of commercial solid waste that should have been delivered to the Designated Facility during the year, (AD) is the amount of commercial solid waste that the Contractor delivered to the Designated Disposal Facility during the year, (TF) is the average tipping fee that the County charged during the year for the disposal of Solid Waste at the Designated Disposal Facility, and (AO) is the amount due the Contractor to the County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for solid waste in effect at the Designated Disposal Facility on the first day of each month during the preceding calendar year; (b) adding these twelve (12) monthly values; and (c) dividing by twelve (12). The amount owed the County shall be two (2) times the value of the waste delivery shortfall calculation.

Section 11. Collection Equipment.

- The Contractor shall provide at all times and in good working condition collection equipment, meeting industry standards, sufficient to permit the Contractor to efficiently and safely perform the Services specified herein. Upon execution of this Agreement and annually thereafter, the Contractor shall provide to County and maintain a list of the equipment assigned by the Contractor to provide Services under this Agreement. The list shall include the year, make, model, vehicle type, license tag number and fleet identification number for each vehicle. All trucks and auxiliary equipment will be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids and hydraulic fluids into the environment. The collection equipment list shall include all Containers and Garbage Carts used in the Service Area, listing the type and size of container and the identification number (if any) for each Container or Garbage Cart.
- (b) The Contractor shall have equipment available to ensure that the Contractor can adequately and efficiently perform the duties specified in this Agreement at all times. The Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.
- (c) Equipment Markings. Equipment is to be maintained in a safe working condition and shall prominently display the name and telephone number of the Contractor and vehicle number on each side of all collection vehicles in letters of not less than twelve (12) inches in

size. The rear of the vehicle shall display signs warning the public of frequent stops. All vehicles shall be numbered and a record kept of each vehicle to which each number is assigned. The Contractor shall affix on the Contractor's trucks non-transferable decals issued by the County. These decals shall identify the Contractor as a County franchise with the right to provide Commercial Solid Waste Collection Service in unincorporated Seminole County. The decals shall be reissued annually on or about September 30th to the Contractor upon

Section 12. Office.

renewal of the Agreement.

- (a) The Contractor shall maintain, at its expense, an office within the geographic area of Seminole County where service inquiries and complaints can be received or, in the alternative, a toll-free telephone access for Customers residing within the Service Area. The Contractor's office shall be equipped with sufficient telephones and shall have responsible persons on duty during operating hours and shall be open during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. The Contractor shall provide either a telephone answering service or mechanical device to receive service inquiries and complaints during all times when telephones are not answered by Contractor employees.
- (b) Emergency Contact. The Contractor shall provide the Contract Administrator with the name and telephone number of an emergency contact person who can be reached outside of the required office hours. The contact person must have the ability to authorize Contractor operations in case of County direction in situations requiring immediate attention.

(c) Designation of Agent. The Contractor shall designate in

writing to the Contract Administrator annually, on or before September

30th, the person to serve as liaison between the Contractor and the

Contract Administrator. The Contractor shall notify the Contract

Administrator of any changes in contact personnel related to collection.

Section 13. Permits and Licenses. The Contractor shall obtain,

at its expense, all permits and licenses required by law or rule and

maintain the permits and licenses in full force and effect throughout

the Agreement.

Section 14. Manner of Collection. The Contractor shall perform

collection services with as little disturbance as reasonably possible

and without obstructing roadways, driveways, sidewalks or mailboxes.

The Contractor shall handle Containers and Garbage Carts with reasonable

care and return them standing upright with covers in place to the

approximate location from which they were collected.

Section 15. Personnel of the Contractor.

(a) The Contractor shall employ competent and qualified personnel

and provide operating and safety training to ensure performance of

obligations and duties as set forth herein. The Contractor's collection

personnel shall not use obscene or other offensive language or gestures

and shall treat the public, County staff, and Customers in a polite and

courteous manner.

(b) Applicable Laws. The Contractor shall be responsible for

ensuring that its employees comply with all applicable laws and

regulations and meet all Federal, State and local requirements related

to their employment and position.

(c) Drivers. Each driver of any collection vehicle shall at all

times carry a valid Florida commercial driver's license and all other

required licenses and endorsements for the type of vehicle that is being

operated.

(d) Prudent Procedures. Contractors shall use pedestrian

walkways while on private property. No trespassing or crossing property

to a neighbor's premises is permitted unless residents or owners of both

such properties have given prior written permission. Care shall be

taken to prevent damage to containers by unnecessary rough treatment and

to property including flowers, shrubs and other plantings.

(e) All of the Contractor's collection personnel shall wear

The

appropriate clothing, including a shirt bearing the Contractor's name,

at all times during the performance of collection Services.

Section 16. Ownership and Maintenance of Containers.

Contractor shall provide Containers or Garbage Carts to a Customer. At

its option, however, the Customer may use its own compactor. In either

case, the owner of the equipment shall be solely responsible for its

maintenance.

Each Container or Garbage Cart provided by the Contractor must be

in good condition and properly maintained. Each Container provided by

the Contractor shall be labeled on two (2) sides with the Contractor's

name and telephone number in letters and numbers that are plainly

visible and at least twelve (12) inches in size. Containers or Carts

used for Recycling or Yard Waste Collection shall be clearly labeled for

identification, education and enforcement purposes.

Any Container or Garbage Cart damaged by the Contractor shall be

repaired or replaced by the Contractor within five (5) business days, at

no cost to the Customer. The replacement must be similar to the original in style, material, quality and capacity.

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal

Facility.

(c) Truck Signage. Contractor shall, at all times, display a

decal provided by the COUNTY with the following language, "Report

Littering from this Vehicle to Seminole County at 407-665-2260" or other

similar language provided by the County.

Section 18. Insurance.

(a) General. The Contractor shall, at the Contractor's own cost,

procure the insurance required under this Section.

(1) The Contractor shall furnish the Contract Administrator

with a Certificate of Insurance signed by an authorized representative

of the insurer evidencing the insurance required by this Section

(Workers' Compensation/Employers Liability, Commercial General

Liability and Business Automobile). The County, its officials, officers

and employees shall be additional insureds. The Certificate of

Insurance shall provide that the County shall be given not less than

thirty (30) days written notice prior to the cancellation or restriction

of coverage. Until such time as the insurance is no longer required to

be maintained by the Contractor, the Contractor shall provide the County

with a renewal or replacement Certificate of Insurance not less than

(30) days before expiration or replacement of the insurance for which a

previous certificate has been provided.

(2) The Certificate shall contain a statement that it is

being provided in accordance with this Agreement and that the insurance

is in full compliance with the requirements of this Agreement; provided

further, that in lieu of the statement on the Certificate, the

Contractor shall, at the option of the County, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

- (3) In addition to providing the Certificate of Insurance, if required by the County, the Contractor shall, within thirty (30) days after receipt of the request, provide the County with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- (4) Neither approval by the County nor failure to disapprove the insurance furnished by a Contractor shall relieve the Contractor of the Contractor's full responsibility for liability, damages and accidents.
- (b) <u>Insurance Company Requirements</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:
- (1) Companies issuing policies, other than Workers' Compensation, must be authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.
- (2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall 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. The Business Auto Policy may be issued

by companies who are members of the Florida Joint Underwriting Association in lieu of the Best's Rating.

- providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes or 3) fail to maintain the Best's Rating and Financial Size Category, the Contractor shall, as soon as the Contractor has knowledge of any such circumstance, immediately notify the County and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the Contractor has replaced the unacceptable insurer with an insurer acceptable to the County the Contractor shall be deemed to be in material default of this Agreement.
- (c) <u>Specifications</u>. Without Timiting any of the other obligations or liability of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by the Contractor and shall be maintained in force until the Agreement termination date. The amounts and types of insurance shall conform to the following minimum requirements.
 - (1) Workers' Compensation/Employers' Liability.
- (A) The Contractor's insurance shall cover the Contractor and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard

Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

LIMITS

\$500,000.00 \$500,000.00

\$500,000.00

(Each Accident)

(Disease Each Employee)
(Disease Policy Limit)

(2) Commercial General Liability.

(A) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, 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) The Contractor shall maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by the Contractor (inclusive of any

amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount specified for each project:

LIMITS

General Aggregate
Personal Injury &
Advertising Limit
General Liability Per
Occurrence Bodily Injury
& Property Damage

\$1,000,000.00 \$1,000,000.00

\$1,000,000.00

- (3) Business Automobile Liability.
- (A) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Part IV 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, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.
- (B) The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the Contractor shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the Contractor shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Automobile Liability shall be:

LIMITS

Bodily Injury and Property \$ 1,000,000.00 Damage Liability Combined Per Occurrence

- (d) <u>Coverage</u>. The insurance provided by Contractor pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the County or the County's officials, officers or employees shall be excess of and not contributing with the insurance provided by or on behalf of the Contractor.
- (e) Occurrence Basis. The Workers' Compensation Policy, Commercial General Liability and the Business Auto Policy required by this Agreement shall be provided on an occurrence rather than a claimsmade basis.
- (f) <u>Obligations</u>. Compliance with the foregoing insurance requirements shall not relieve the Contractor, its employees or agents of liability from any obligations under a Section or any other portions of this Agreement.

Section 19. Indemnification.

(a) The Contractor shall indemnify and save harmless the County, its Commissioners, officers, agents and employees from and against any claim, demand or cause of action of whatsoever kind or nature allegedly arising out of or related to the performance of Services under this Agreement by the Contractor, its officers, agents, subcontractors or employees or any like person or entity in the performance of Services under this Agreement.

(b) The Contractor shall require all subcontractors, if subcontractors are approved by the County, to enter an Agreement containing the provisions set forth in the preceding subsection in which Agreement the subcontractors shall fully indemnify the County in accordance with this Agreement.

(c) Nothing in this Agreement shall be construed to make a subcontractor of the Contractor an agent, officer or employee of the County.

(d) Each parent company, subsidiary or joint venturor of the Contractor shall by execution of this Agreement by Contractor or its agent be deemed to have fully warranted, guaranteed and indemnified the County under the terms and conditions of this Agreement.

Section 20. Filing of Requested Information and Documents.

(a) The Contractor shall file monthly, with the County (on or before the 20th day of the following month) in the format attached hereto and incorporated herein as Exhibit "D," a written report identifying the types and amounts of waste collected and the amount of the Franchise Fee, if any, due the County for the Commercial Solid Waste Collection Services provided by the Contractor during the preceding month. This report shall be delivered to the Contract Administrator along with the Franchise Fee payment due, if any. Should the Contractor subsequently discover an error in a report submitted to the Contract Administrator, the Contractor shall submit a revised report and pay the additional Franchise Fee, if any, within ten (10) days after discovery of said error.

(b) The Contractor shall maintain books and records of the information included in all reports submitted pertaining to the services

provided hereunder, such books and records shall be available for

inspection and audit by the County at all reasonable times. The monthly

reports shall be designed to assist the County in meeting any local,

State or Federal reporting requirements.

(c) The Contractor shall file with the Contract Administrator all

documents and reports required by this Agreement. During the month of

September for each year this Agreement is in effect, the Contractor

shall certify to the Contract Administrator that all required documents

such as, but not limited to, certificates of insurance, audits,

compilations, and list of collection equipment are current and on file

with the County.

Section 21. Records. The Contractor shall allow the County, or

its authorized agent, access to the Contractor's records as are related

to all Services provided under this Agreement. Such records shall be

available at the Contractor's place of business at all reasonable times

during the Agreement and for three (3) years from the date of expiration

of this Agreement for inspection by the County or other authorized

County representative.

Section 22. Notice.

Whenever either party desires to give notice unto the other,

notice shall be in writing and delivered in person or sent by certified

mail, postage prepaid, as follows to:

For County:

Director

Department of Environmental Services

1101 East First Street

Sanford, Florida 32771

For Contractor:

William Stubblebine, Area Manager

Veolia ES Solid Waste Southeast, Inc.

1964 South Orange Blossom Trail

Apopka, Florida 32703

Either of the parties may change, by written notice as provided herein,

the addresses or persons for receipt of notices.

Section 23. Employee Status. Persons employed by the Contractor

in the performance of services and functions pursuant to this Agreement

shall have no claim to pension, workers' compensation, unemployment

compensation, civil service or other employee rights or privileges

granted to the County's officers and employees either by operation of

law or by the County.

Section 24. Conflict of Interest. Contractor agrees that it will

not contract for or accept employment for the performance of any work or

Services with any individual, business, corporation or government unit

that would create a conflict of interest in the performance of its

obligations pursuant to this Agreement with the County.

Section 25. Right to Require Performance. The failure of either

party at any time to require performance by the other party of any

provisions of this Agreement shall in no way affect the right of either

party thereafter to enforce the provisions of this Agreement. Nor shall

waiver by either party of any breach of any provisions of this Agreement

be taken or held to be a waiver of any succeeding breach of those

provisions or as a waiver of any provision itself.

Section 26. Title to Waste.

(a) The County shall, at all times, hold title and ownership to

all solid waste and all other material collected by the Contractor

pursuant to this Agreement and the Contractor shall have no right to

take, keep, process, alter, remove or otherwise dispose of any such

materials without specific prior written authorization from the Contract

Administrator. All responsibilities for the safe and proper

transportation of the materials to the County Designated Disposal

Facility shall be with the Contractor.

(b) Notwithstanding the above, the Contractor may take, keep,

process, alter, and sell Source Separated Recyclable Material that is

collected by the Contractor in the Service Area in accordance with this

Agreement; provided, however, that the Recyclable Material is recycled

and the amount of such Recyclable Materials is reported to the

Contractor Administrator as described in Exhibit "D," and excluding any

material destined for any use that constitutes disposal. Materials not

recycled, including any materials remaining after Recyclable Materials

are removed from a load of Source Separated Recyclable Material shall be

delivered by Contractor to a Designated Facility.

Section 27. Law to Govern. This Agreement shall be governed by

the laws of the State of Florida. Venue for all civil actions shall be

in Seminole County, Florida and Federal actions shall be in the Middle

District of Florida.

Section 28. Compliance with Laws. The Contractor shall conduct

operations under this Agreement in compliance with all applicable laws.

Section 29. Severability. If any one or more of the covenants

or provisions of this Agreement shall be held to be contrary to any

express provision of law or contrary to the policy of express law,

through not expressly prohibited, or against public policy or shall

for any reason whatsoever, be held invalid then such covenants or

provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement and shall in no way affect the validity of the remaining covenants or provisions of this Agreement. Any term, condition, covenant or obligation herein which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such

termination.

Section 30. Assignment and Subcontracting. No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the Assignments within express written consent of the County. Contractor's corporate entities or among the Contractor's corporate subsidiaries shall not be unreasonably withheld by the County. County shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the County shall be void and shall be grounds for the County to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor and upon the date of such notice this Agreement shall be deemed immediately terminated and upon such termination all liability of the County under this Agreement to the Contractor shall cease. In the event of any assignment, the assignee shall fully assume all the liabilities of the Contractor and the assignor shall remain as co-obligor with the assignee as to all liability and obligations under this Agreement.

Section 31. Waste Deliveries. Contractor shall deliver all Residential Solid Waste collected within the unincorporated and

incorporated areas of Seminole County to a Designated Disposal Facility and pay the appropriate disposal fees. Contractor shall deliver, unless precluded by an agreement currently in effect, all Commercial Solid Waste collected within the geographical boundaries of Seminole County to a Designated Disposal Facility and pay the appropriate disposal fees. Failure to comply with this Section shall be cause for termination of this Agreement.

Section 32. Modifications. This Agreement constitutes the entire contract and understanding between the parties and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties. Notwithstanding the above, the County shall have the unilateral right to make changes in this Agreement as the result of changes in law or ordinances and to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the scope and methods of providing Services as shall from time to time be necessary and desirable for the public welfare. Contract Administrator shall give the Contractor reasonable notice of any proposed change by the County and an opportunity to be heard concerning those matters. The scope and method of providing Services as referenced in this Agreement shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor reasonably necessary to protect the public safety, health and welfare of the residents of Seminole County. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. County and the Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order

to implement changes in the interest of the public welfare or due to changes in law which changes the scope of services. When such modifications are made to this Agreement, the County and the Contractor shall negotiate in good faith, other obligations required of the Contractor due to any modification in the Agreement under this Section.

Section 33. Independence of Agreement. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all Services performed under this Agreement.

Section 34. Third-Party Beneficiaries. No provision of this Agreement is intended to create nor shall create any third-party beneficiaries hereunder, nor authorize any person not a party hereunder to maintain an action pursuant to the Agreement.

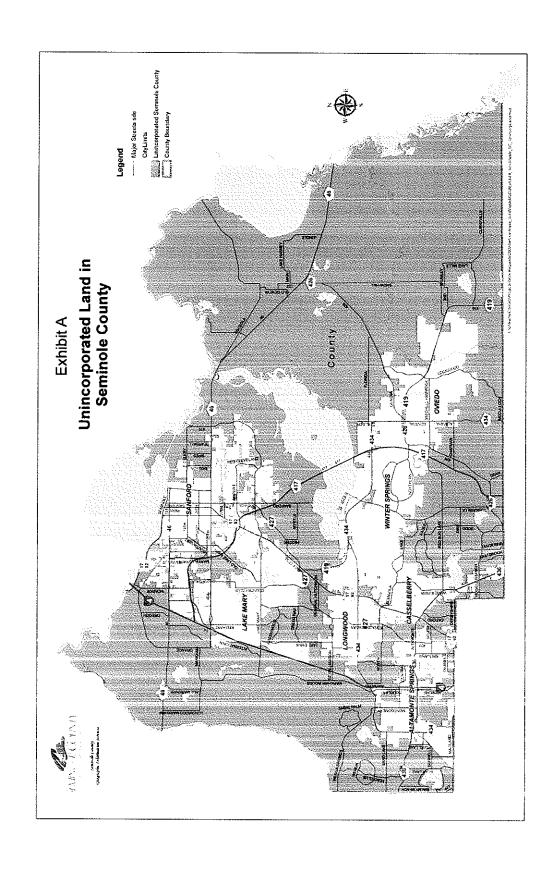
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first above written.

WITNESSES: July Jeguto,	VEOLIA ES SOLID WASTE SOUTHEAST,
SIGNATURE CONSTRUCTION	3
PRINT NAME.	By: WILLIAM STUBBLEBINE
Thera & Clark	Area Manager
SIGNATURE	
TREVA L CHACK	
PRINT NAME	

[Signatory page continues]

to take acknowledgments, pers Area Manager for Veolia ES So organized under the laws of known to me or who has produce	horized in the State and County aforesaid sonally appeared WILLIAM STUBBLEBINE, as clid Waste Southeast, Inc., a corporation the State of Florida, who is personally as identification. The executed the foregoing instrument as
Florida Notary Assn., Inc	and State Aforementioned My commission expires: 2/13/2012
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	Date: As authorized for execution by the Board of County Commissioners at its, 20, regular meeting.
County Attorney SED/dre 11/05/09 4 Attachments: Exhibit "A" - Map of Franchis Exhibit "B" - County Designat Exhibit "C" - Application/Anr Exhibit "D" - Monthly Report	ed Disposal Facility

EXHIBIT "A" Service Area





"Exhibit B"

Seminole County Non-Exclusive Commercial Franchise Holder Designated Facilities

Designated Facilities under the terms of this Agreement shall be:

- 1) The Osceola Road Landfill located at 1930 East Osceola Road, Geneva, and
- 2) The Central Transfer Station located at 1950 State Road 419, Longwood

The Seminole County Landfill accepts solid waste, yard waste, construction and demolition debris, tires and white goods.

The Central Transfer Station accepts solid waste, yard waste, and recyclables.



EXHIBIT "C"

Seminole County

Non-Exclusive Commercial Franchise Holder Application/Annual Renewal and Update Form

Contractor

2009- 2010

The following items are requir	Year of Service red to process the Application/Annual Renewal and Upda	ate Form
Complete all items below, attach		
Date: _//	11/2009	
Company Name:	Leolia ES Solid Wask Southeast Ch	ie.
Company Address:	964 S. Orange Blosson Irail apop	ball 32703
City, State, and Zip Code:	lpapha Alarida 32703	
Local Telephone Number:	107-464-0664 FAX: 407.4	64-0488
Designated Agent: Name:	William Steebblehere	
	villiam, vtubblebine veoliaes.com	
The Contractor shall provide t	the County with the following: ($oxtime U$ upon completion)	
	and Notarized Form - Exhibit "C"	
	on List –Include the following information for each truck: , Vehicle Type, License Tag Number, Fleet ID Number, and	Vehicle ID Number)
3. 🗹 Container Identific	ation List – Include the following information for each contai	
,	entification Number)	
 4.		
	Fee and a per Vehicle Fee based on the current Solid V	Vaste Rate Resolution
6. Application Fee (\$		
7. 🗹 Per Vehicle Fee- (\$20.00 per vehicle) Decals will be issued for each vehicle. $\vec{\mathcal{J}}$	
(Vehicles without decal	ls are unauthorized to collect commercial solid waste in unincorporate	d Seminole County)
Statement of Certification:	I de la I de la A	
certify that <u>Vector KS</u>	Molid Waste Southeast Acwill abide by the	terms and conditions
of the Agreement.	Willson St. Halala	
	Designated Agent Print Name	. / /
	Au	4/17/09
State of Ullride	Designated Agent Signature	Date t
State of <u>Marge</u> County of <u>Naige</u>	Acknowledged this 174 day of November	(month), 20_ <i>()</i> 9
Notary Seal	Ediase Wallath Signature of Notary Public, State of Florida	

Personally Known to Me Produced Identification Type of Identification____

"Exhibit D" Seminole County Non-Exclusive Commercial Franchise Holder Monthly Report

onth/Year of Service a Microsoft Excel sp compactor, cart, etc.) g)	readsheet Version 97 or newer:
compactor, cart, etc.)	readsheet Version 97 or newer:
compactor, cart, etc.)	
9)	
\$	
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ivered to the Designate	d Facility:
ivered to Non-Designat	ed Facility:
ed Facility:	SG 1 domey.
	e County Facilities from Seminole
stimated Tons (or)	Estimated % of Deliveries
	ivered to the Designate ivered to Non-Designate ed Facility: Delivered to a County Delivered to Non-Designate and Facility:

Pursuant to the Seminole County Commercial Solid Waste Franchise Agreement, the Monthly Reports shall be delivered to the Contract Administrator no later than 20 days after the end of the month when the Contractor's service was provided.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Administrative Code Amendment - Section 16.5 Recovery Zone - Build America

Bonds

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs CONTACT: Angela Singleton EXT: 7168

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution amending the County's Administrative Code with the addition of Section 16.5 Recovery Zone – Build America Bonds.

County-wide Lisa Spriggs

BACKGROUND:

Section 1400U-1(b) of the Internal Revenue Code requires each governmental issuer of Recovery Zone Bonds to designate an eligible Recovery Zone or Zones within its geographical jurisdiction prior to the issuance of Recovery Zone Bonds. Attached for Board consideration of approval is a resolution amending the County's Administrative Code with the addition of Section 16.5 Recovery Zone – Build America Bonds, which establishes Seminole County as a recovery zone. At this time Seminole County has no immediate plans for issuance of Recovery Zone Bonds, but establishing the framework pro-actively will allow the County to utilize this type of financing if deemed in the best interest of the County.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution amending the County's Administrative Code with the addition of Section 16.5 Recovery Zone – Build America Bonds.

ATTACHMENTS:

Resolution

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA DESIGNATING SEMINOLE COUNTY A RECOVERY ZONE FOR PURPOSES OF SECTIONS 1400U-2 AND 1400U-3 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING PROVIDING FINDINGS OF FACT: FOR **ELIGIBLE** ACTIVITIES/PROJECTS FOR RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS: PROVIDING FOR ACTIVITIES/PROJECTS FOR RECOVERY ZONE FACILITY BONDS; PROVIDING FOR COMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SUNSET DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 1401 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA") added Sections 1400U-1 through 1400U-3 to the Internal Revenue Code (the "Code"), authorizing state and local governments to issue recovery zone economic development bonds ("Recovery Zone Economic Development Bonds") and recovery zone facility bonds ("Recovery Zone Facility Bonds" and together with the Recovery Zone Economic Development Bonds, the "Recovery Zone Bonds") through December 31, 2010 which provide tax incentives to state and local governments by lowering borrowing costs as a means to promote job creation and economic recovery to targeted areas particularly affected by employment declines; and

WHEREAS, the United States Treasury Department established a national bond volume limitation ("Volume Cap") of \$10 billion for Recovery Zone Economic Development Bonds and \$15 billion for Recovery Zone Facility Bonds which is allocated among the states in the proportion that each state's 2008 state employment decline bears to the aggregate of the 2008 state employment declines for all of the states ("Recovery Zone Bond Allocation"); and

WHEREAS, Recovery Zone Economic Development Bonds are taxable tax-credit governmental bonds that may be used to finance certain "qualified economic development purposes," defined as expenditures promoting development or other economic activity within an area designated by the County as a recovery zone (the "Recovery Zone"), including (1) capital expenditures paid or incurred with respect to property located in the Recovery Zone, (2) expenditures for public infrastructure and construction of public facilities, (3) expenditures for job training and educational programs, and (4) anv other "qualified economic development purposes" as allowed under Internal Revenue Service Notice 2009-50 (Recovery Zone Bond Volume Capacity Cone Allocations) and under any further guidance that may be released by Internal Revenue Service regarding Recovery Zone Economic Development Bonds. Recovery Zone Facility Bonds are private activity bonds that may be used to finance certain property located within a designated Recovery Zone; and

WHEREAS, each state that has received a Recovery Zone Bond Allocation is required, without discretion, to reallocate such allocation among the counties and large municipalities (min. 100,000 population) in such state in the proportion that each county's or municipality's 2008 employment decline bears to the aggregate of the 2008 employment declines for all the counties and municipalities in such state; and

WHEREAS, the County has been allocated \$12,243,000 in Recovery Zone Economic Development Bonds and \$18,365,000 in Recovery Zone Facility Bonds, which must be issued on or before December 31, 2010; and

WHEREAS, Section 1400U-1(b) of the Code requires each governmental issuer of Recovery Zone Bonds to designate an eligible Recovery Zone or Zones within its geographical jurisdiction using the following criteria: (1) significant poverty, unemployment, rate of home foreclosures, or general distress; (2) any area distressed by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990; and (3) any area for which a designation as an empowerment zone or renewal community is in effect as of the effective date of ARRA; and

WHEREAS, the Florida Agency for Workforce Innovation in cooperation with the United States Department of Labor, Bureau of Labor Statistics reports that the seasonally unadjusted unemployment rate in the County for the most current reporting period through October 2009 is 10.5%, above the unadjusted national rate of 9.5% but lower than the unadjusted statewide rate of 11.2% for the same period; and

according to RealtyTrac@, the leading on line marketplace for foreclosure properties reports that in the month of October, 2009, there were 1,288 new foreclosure filings in the County, a substantial and steady increase from approximately 800 for the month of October, 2008 and worse, Seminole County's current foreclosure rate of 8.3 units per every 1000 properties substantially exceeds the state and national averages of 6 units per 1000 and 2.5 units per 1000, respectively and when compared by ranking according to metropolitan statistical areas ("MSA"), the Orlando-Kissimmee MSA, which includes the County, ranks 9th highest in the nation in number of reported foreclosures; and

WHEREAS, the stubbornly high unemployment and home foreclosure rates in the County have impacted citizens and businesses County-wide, resulting in general as well as economic distress throughout the County. Accordingly, it is in the best interests of the County that the entire geographic area of the County be designated a "Recovery Zone" for purposes of issuing Recovery Zone Bonds to promote job creation and economic recovery;

- NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:
- **SECTION 1. RECITALS.** The above recitals constitute findings of fact determined by the Board and are incorporated herein by reference as an integral part of this Resolution.
- **SECTION 2. DESIGNATION OF RECOVERY ZONE.** Pursuant to Section 1400U-1 of the Code, the entire geographic area of the County is hereby designated as a "Recovery Zone" for the purpose of issuing Recovery Zone Bonds.
- SECTION 3. ISSUANCE OF RECOVERY ZONE BONDS. Issuance of Recovery Zone Bonds will be at the discretion of the Board of County Commissioners of Seminole County, Florida (the "Board") based on project qualifications as provided herein and further subject to Section 8 of this Resolution.
- SECTION 4. RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS ELIGIBLE ACTIVITIES/PROJECTS. Eligible activities/projects that qualify for issuance of Recovery Zone Economic Development Bonds shall include activities/projects within the Recovery Zone that promote economic development, as measured by such criteria as the Board deems appropriate and may include:
 - (A) Capital expenditures paid or incurred with respect to property located in the Recovery Zone, including working capital expenditures to promote development or other economic activity;
 - (B) Expenditures for public infrastructure and construction of public facilities; and
 - (C) Expenditures for job training and educational programs.
- RECOVERY ZONE SECTION 5. FACILITY BONDS ACTIVITIES/PROJECTS. Eligible activities/projects that qualify for issuance of Recovery Zone Facility Bonds include any and all private activity bonds issued on behalf of qualified borrowers for projects located within the Recovery Zone, including qualifying capital infrastructure projects; provided, improvements and qualifying projects do not include any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.
- **SECTION 6. COMPLIANCE.** Notwithstanding any provisions to the contrary which may be contained within this Resolution, activities/projects financed through the issuance of Recovery Zone

Bonds shall comply with all applicable existing Federal, State, and local laws, rules, and regulations.

SECTION 7. SEVERABILITY CLAUSE. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or applications. To this end, the provisions of this Resolution are declared severable.

SECTION 8. LIMITATIONS ON BOND ISSUANCE. Authority for the issuance of Recovery Zone Economic Development Bonds and Recovery Zone Facility Bonds shall automatically sunset at the later of (i) 11:59 p.m. Eastern Standard Time on December 31, 2010 or (ii) the last date on which such Bonds can be issued pursuant to any extension of, or an amendment to, Section 1401 of the Code and for which the County has received additional allocations.

SECTION 9. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

ADOPTED this day	of, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By:
MARYANNE MORSE	BOB DALLARI, Chairman
Clerk to the Board of	
County Commissioners of	
Seminole County, Florida.	Date:

AWS/sjs 11/17/09, 12/18/09 P:\Users\ssharrer\RES\2009\Recovery Zone - Build America Bonds.doc

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Petroleum Contamination Clean-Up Program - Grant Agreement

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs CONTACT: Tad Stone, Jennifer Bero EXT: 5001, 7163

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a grant agreement with the Florida Department of Environmental Protection in acceptance of funding through their Petroleum Contamination Clean-Up Program.

County-wide Jennifer Bero

BACKGROUND:

Seminole County receives annual funding from the Florida Department of Environmental Protection (FDEP) Bureau of Petroleum Storage Systems to provide technical oversight, management, and administrative activities of regulatory petroleum contamination cleanup activities. These cleanup activities take place at properties located within the county that are impacted by petroleum products. The previous contract for such services expired December 31, 2009. For the services to continue, the Board must approve and authorize the Chairman to execute a grant agreement.

The proposed 5-year agreement specifies that the county shall be paid for the services through annual Task Assignments. The amount of the Task Assignment will be based on a negotiated cost per site multiplied by a specified number of petroleum cleanup sites for that Task Assignment year. Each year the cost per site and/or the number of petroleum site are subject to a negotiable amount. No fixed amount is detailed at this time. The amount of the grant award is variable since it is based on an annually changing number of cleanup sites assigned to the County by FDEP.

The costs associated with this agreement are included in the adopted FY 09/10 budget. Therefore, no amendments to the budget are required.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a grant agreement with the Florida Department of Environmental Protection in acceptance of funding through their Petroleum Contamination Clean-Up Program.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

■ County Attorney Review (Arnold Schneider)

AGREEMENT NO. S0489

STATE OF FLORIDA GRANT ASSISTANCE

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and SEMINOLE COUNTY whose address is 1101 E. First Street, Sanford, Florida 32771 (hereinafter referred to as the "Grantee" or "Recipient"), a county government, to provide petroleum contamination site cleanup related services in Seminole County.

I. GENERAL TERMS

As authorized by Section 376.3073, Florida Statutes (F.S.) and in consideration of the mutual benefits to be derived herefrom, the Department and Grantee do hereby agree as follows:

- 1. The Department does hereby retain the Grantee to perform local government petroleum contamination site cleanup program services as described in **Attachment A**, **Scope of Services**, attached hereto and made a part hereof. The Grantee does hereby agree to perform such services upon the terms and conditions set forth in this Agreement and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, specific definitions and terms are described in **Attachment B**, **Grant Definitions**.
- 2. The services under this Agreement shall be authorized as follows:

Management of the Pre-Approval/Non-Program/Voluntary Cleanup portion of the Petroleum Contamination Cleanup Program and State Cleanup Project Management ("State Cleanup"): services shall be requested and authorized by the Department on an "as needed" basis utilizing Attachment C, Task Assignment Notification Form, and Attachment D, Task Assignment Change Order Form. Task Assignment/Task Assignment Change Order performance periods may not extend beyond the completion date of this Agreement established in Paragraph 7. Any Change Order which causes an increase or decrease in the Grantee's cost or time, excluding Task Assignment Change Orders which modify the cost or time of the work described in an executed Task Assignment Form issued under the terms of this Agreement, shall require an appropriate adjustment and modification (formal amendment) to this Agreement.

- 3. The Grantee shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services or requirements as further stated herein, shall be supplied by the Grantee, except as provided in paragraph 27.
- 4. The Grantee is responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the Grantee under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its reports and other services.
- 5. The Grantee and its subcontractors are responsible for ensuring that all petroleum contamination site cleanup work conducted within its jurisdiction follows all rules and procedures established by the Department's Environmental Assessment Section, except as modified or directed by the Bureau of Petroleum Storage Systems for the Petroleum Cleanup Program.
- The Grantee shall be responsible for obtaining all applicable local, state and federal permits.
- This Agreement shall be effective on January 1, 2010, and shall remain in effect until June 30, 2015, inclusive. Any and all work under this Agreement shall be evidenced by an executed Task Assignment. It

is agreed that the first executed Task Assignment will be for work performed during the period of January 1, 2010 to June 30, 2010. In no event shall the Grantee perform work without an executed Task Assignment. Task Assignments will be executed no later than July 1 of each year detailing the requirements for the next twelve (12) months. This Agreement may be renewed for an additional term not to exceed the original Agreement period. Renewal of this Agreement shall be evidenced in an amendment to this Agreement. All renewals are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funds.

8. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, excluding Task Assignment Change Orders which modify the cost or time of the work described in an executed Task Assignment Notification Form, shall require formal amendment to this Agreement.

II. COMPENSATION

- 9. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a combination fee schedule/cost reimbursement basis as specified in each executed Task Assignment. Services shall be authorized on a Task Assignment basis. Funding under this Agreement shall be authorized by and for each executed Task Assignment as issued by the Department. The Grantee is not authorized to perform services for reimbursement by the Department that exceeds the funding amount issued for each Task Assignment. Upon completion and final payment of each Task Assignment, all funds remaining from that particular Task Assignment shall be unencumbered by the Department. The Grantee hereby agrees that the Grantee or its subcontractors shall not commence work on a Task Assignment until said Task Assignment has been fully executed by both the Department and the Grantee. The Department shall pay the Grantee on a fee schedule basis, based on Attachment E, Task Assignment Calculation Spreadsheet, as follows:
 - A. For management of the Pre-Approval/Non-Program/Voluntary Cleanup portion of the Petroleum Contamination Cleanup Program and State Cleanup Project Management.
 - B. The rates used for calculation of fee schedule payments shall be negotiated and established on an annual basis and evidenced by issuance of a Task Assignment Notification Form, and shall apply to all services for the state fiscal year (July 1 to June 30) in which the rates were authorized.
 - C. Cost of living increase or pay raises granted by a County government do not require the Department to increase the compensation paid for the services outlined in this Agreement.
 - D. Changes in the approved price for any given year shall be based on the addition or deletion of petroleum cleanup sites serviced, at the same rates authorized for that Grantee for that fiscal year.
 - E. The Grantee shall be paid on a fee schedule/cost reimbursement basis based on estimates of the costs to manage a specified number of sites. This is not a fixed price or cost plus Agreement. The monthly amount is based on the level of effort measured in personnel required to manage Preapproval/Non Program/Voluntary Cleanup and State Cleanup Sites. The number and level of personnel, cost of personnel and overhead and the total number of sites the Grantee manages are based on the costs agreed to in the executed Task Assignment. Consideration in terms of personnel time is also given for specific technical and administrative activities on a task by task basis. Payment for active sites shall be based on the date of initiation and pro-rated over a 12-month basis. Additional sites added during the course of the year will be prorated from the month the site is assigned. Site Rehabilitation Completion Orders (SRCO) with or without conditions issued pursuant to Rule 62-770.680, Florida Administrative Code ("F.A.C."), during the course of the year shall not reduce the total number of sites assigned to the Grantee during any fiscal year. For cost reimbursement of equipment, in addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures for equipment charged against this

Agreement. The listing shall include, at a minimum, a description of the equipment purchased, date of the transaction, voucher number, amount paid, and vendor name.

- 10. Funding for this Agreement is through the Inland Protection Trust Fund (IPTF) and the Grantee shall track this funding separate from direct appropriations and any other funds in accordance with the Scope of Services. The Department shall encumber funding upon the execution of a Task Assignment Notification Form or a Task Assignment Change Order Form.
- 11. Payment terms shall be as follows:
 - A. All invoices for amounts due under this Agreement shall be submitted, per Contractor Financial Management, Section 7, of the Scope of Services. All travel and incidental expenses for the Grantee are included in the Task Assignment Calculation Spreadsheet. All travel expenses shall be calculated in accordance with the travel requirements established in Section 112.061, Florida Statutes.
 - B. Grantee invoices will not be approved for payment unless the provisions of paragraph 12 are completed in a satisfactory and timely manner and information contained in the status report is accurately reflected in the Petroleum Contamination Tracking (PCT) System.
 - C. Receipts for all purchases of non-expendable equipment costing one thousand (\$1000) dollars or more must be retained to document purchases in addition to a properly completed **Attachment F**, **Property Reporting Form**, as per paragraph 27.
 - D. Three (3) copies of each invoice, including detailed supporting documentation of all costs, as identified in paragraph 13, shall be submitted to:

Department of Environmental Protection Bureau of Petroleum Storage Systems, MS #4575 Attn: Accountant 2600 Blair Stone Road Tallahassee, FL 32399-2400

- E. Documentation, in the form of required invoicing with attached information, must be in detail sufficient for pre audit and post audit review and approval of invoices.
- F. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the Grantee satisfactorily completing the work identified in Attachment A, Scope of Services. The parties hereto understand that this Agreement is not a commitment of future appropriations.
- 12. A.. The Grantee shall provide a Statement of Revenue, Expenses and Fund Balance utilizing Attachment N, Guidelines for Preparing Year End Financial Statement, for the period of the executed Task Assignment within ninety (90) days of payment of the twelfth invoice for the current Task Assignment. If the Grantee fails to timely provide a Statement of Revenue, Expenses and Fund Balance within the ninety (90) day period, the Grantee will be assessed a five percent (5%) penalty based on the current Task Assignment amount. The penalty amount will be subtracted from Invoice Number 12 in the current Task Assignment Year. The Grantee is still obligated to provide the Statement of Revenue, Expenses and Fund Balance to the Department even if the Grantee provides this statement after the ninety (90) day deadline and is assessed the five percent (5%) penalty.
 - B. If the Grantee's fund balance is less than or equal to ten percent (10%) of its current year Task Assignment, the Grantee may retain the excess amount provided that such excess amount must be used pursuant to the provisions of this Agreement, the Task Assignment and Section 376.3071, F.S. If the Grantee's fund balance is greater than ten percent (10%) of its current year Task

Assignment amount the Department may reduce the existing Task Assignment equal to the excess amount. However, the Grantee can submit to the Department, with the Fund Balance Report, a written proposal to retain the funds that exceed the ten percent (10%) of the current year Task Assignment. The Department, at its sole discretion, will then determine whether the Grantee may retain the funds greater that ten percent (10%) of the current year Task Assignment.

C. The Grantee shall not allocate funding to non-program activities outside the scope of this Agreement or any Task Assignment. Sections 376.3071 and 376.11, F.S., prohibit the use of IPTF moneys for purposes other than those specified in these sections.

III. DELIVERABLES

- 13. The Grantee shall submit monthly reports and deliverables as follows:
 - A. Attachment G2, Monthly Grant Invoice, shall be accompanied by Attachment G3, Monthly Grant Invoice Cover Sheet, along with the required backup documentation per Attachment G4, Site Report Spreadsheet Form, per Attachment G1, Instructions for Grant Invoice.
 - B. The Grantee shall submit originals or scanable copies of all Site Assessment Reports (SARs), Remedial Action Plans (RAPs), Site Rehabilitation Completion Reports (SRCRs), and other technical reports generated or received, and all correspondence to and from the Grantee, such as letters, memos, and notes to the Department, within sixty (60) days of receipt or initiation, and shall retain copies in its office.
 - C. In addition to the invoicing requirements contained in paragraph 13.A. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadit/reference%5 Fguide.

IV. MANAGEMENT

- 14. All services performed by the Grantee shall be in accordance with applicable statutes, and rules including Section 376.301 through 376.308, F.S. and Chapters 62-770, 62-771, and 62-777, F.A.C. and written Department guidance, provided as **Attachment K**, **Guidance Documents**. All guidance documents shown, as amended and distributed by the Department during the term of this Agreement are a part of this Agreement. Guidance documents shall be supplied or made available by the Department on a timely basis. If the guidance documents shown in Attachment K changes, the Grantee will be notified in writing by the Department of such changes.
- 15. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- 16. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

- B. The parties hereto may agree to terminate this Agreement for convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.
- 17. Any and all matters or notices shall be delivered to the parties at the following addresses:

Grantee

Seminole County Board of County Commissioners Attn: Robert Durant 150 Bush Boulevard, Room 1-105 Sanford, Florida 32773

Telephone: (407) 665-2336 Facsimile: (407) 665-2341 Jirdurant@seminolecountyfl.gov

Department

Florida Department of
Environmental Protection
Attn: Grace Rivera
2600 Blair Stone Road, MS 4545
Tallahassee, FL 32399-2400
Telephone: (850) 245-8882
Facsimile: (850) 412-0550
Grace.rivera@dep.state.fl.us

- 18. The Department's Grant Manager is Grace Rivera, Environmental Manager, (850) 245-8882. The Grantee's Grant Manager is Robert Durant, (407) 665-2336. All matters shall be directed to the Grant Managers for appropriate action or disposition. Upon execution of this Agreement, the Grantee gives authority to the Grantee's Grant Manager shown above to execute Task Assignment Notification Forms and Task Assignment Change Order Forms.
- This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
- 20. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
- The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. A penalty of 8.3% of the current Task Assignment amount will be assessed for each year that shows insufficient record keeping.
- 22. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment H, Special Audit Requirements, attached hereto and incorporated herein by reference. Exhibit 1 to Attachment H summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment H. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit 1, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
 - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment H, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ____.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations

Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the Grantee agrees to complete and submit the Certification of Applicability to Single Audit Act Reporting, Attachment I, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment I should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
- 23. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
- 24. A. The Grantee shall not subcontract, assign or transfer any work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
 - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- 25. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

- The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
 - 27. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, DEP 55-212, provided as Attachment F, and forward it along with the appropriate Payment Request Summary Form, to the Department's Grant Manager. The following terms shall apply:
 - A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of this Agreement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
 - D. The Grantee is authorized to purchase a vehicle, which cost shall not exceed the amount authorized in the executed Task Assignment by the Department, for use in performing the services described in Attachment A, Scope of Services. The Grantee must obtain written approval in advance of the vehicle type proposed for purchase and shall produce at least two (2) written quotes for comparable vehicles prior to the vehicle purchase being authorized by the Department.
 - E. The Grantee shall have title to and use of the vehicle, by its authorized employees only, for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed, title of the vehicle shall be transferred to the Department.
 - F. The Grantee is responsible for maintaining the vehicle in accordance with the manufacturer required maintenance schedule and procedures to keep the vehicle in good operating condition. Maintenance records and files for the vehicle must be retained and are subject to inspection by the Department.
 - G. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles.
 - H. The Grantee is responsible for purchasing and maintaining a current State of Florida tag and registration for all vehicles purchased under this Agreement.
 - 28. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
 - 29. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
 - 30. Land Acquisition is not authorized under the terms of this Agreement.

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This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced

31.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

SEMINOLE COUNTY BOARD OF COUNTY COMMISIONERS	STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
	middlitall
Title*	hief, Byreau of Petroleum Storage Systems
	12-17-09
Date	Date
FEID NO. <u>59-6000856</u>	Grace Rivera, DEP Grant Manager
Seminole County, County Clerk	L. Wellie Skelton DEP Contracts Administrator
APPROVED as to form:	APPROVED as to form and legality:
Seminole County Attorney	DEP Attorney

List of attachments/exhibits included as part of this Agreement:

Specify	Letter/	
Туре	Number	Description
Attachment	A	Scope of Services (4 Pages)
Attachment	В	Grant Definitions (2 Pages)
Attachment	C	Task Assignment Notification Form (1 Page)
Attachment	D	Task Assignment Change Order Form (1 Page)
Attachment	Е	Task Assignment Calculation Spreadsheet (1 Page)
Attachment	F	Property Reporting Form (1 Page)
Attachment	- G1	Instructions for Grant Invoice (1 Page)
Attachment	G2	Monthly Grant Invoice (1 Page)
Attachment	G3	Monthly Grant Invoice Cover Sheet Form (1 Page)
Attachment	G4	Site Report Spreadsheet Form (2 Pages)
Attachment	H	Special Audit Requirements (5 Pages)
Attachment	Į.	Certification of Applicability to Single Audit Act Reporting (1 Page)
Attachment	j	Administrative Performance Criteria (1 Page)
Attachment	K	Guidance Documents (1 Page)
Attachment	L	Local Cleanup Program Non Program Site Management Procedures (1 Page)
Attachment	M	Local Program Petroleum Cleanup Grant Year End Financial Statement (1 Page)
Attachment	N	Local Program Petroleum Cleanup Grant Guidelines for Preparing Year End Financial Statement (2 Pages)

^{*}For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

ATTACHMENT A SCOPE OF SERVICES

- 1. The Grantee shall perform all necessary activities to bring a petroleum cleanup site to either No Further Action or Site Rehabilitation Completion Orders with or without conditions (NFA/NFAC or SRCO) within the most timely and cost efficient manner possible. The Grantee will be compensated based on a negotiated annual Agreement amount prorated over a twelve (12)-month period. Modifications to the Agreement amount can occur, when the number of managed sites increases or decreases by ten percent (10%) increments or fifteen (15) sites, whichever is less, at which time a Task Assignment Change Order will be issued. The Task Assignment must be fully executed to be eligible for additional compensation. Additional sites added during the course of the year will be prorated from the month the ten percent (10%) or fifteen (15) site threshold is reached and a Task Assignment Change Order is executed. The technical and administrative services shall be performed in accordance with applicable statutes, rules and written Department guidance including Sections 376.300, 376.3071, 376.3073 and 376.308, F.S. and Chapters 62-770, 62-771, and 62-777, F.A.C., and the Petroleum Cleanup Preapproval Program Standard Operating Procedures Manual (SOP). Ancillary services include, but are not limited to:
 - All necessary clerical and administrative duties, including, but not limited to:
 - maintenance of cleanup site files
 - typing
 - mailing
 - pre-indexing
 - document and performance tracking
 - processing time extension requests
 - processing preapproval invoices
 - site inspections
 - processing preapproval work orders
 - task assignments and change orders
 - review technical reports and addenda
 - completion of review checklists
 - information requests
 - Attend meetings;
 - Respond to public records requests;
 - · Provide assistance to the public;
 - Data entry into STCM and PCT databases;
 - Timely forwarding documents to the DEP; and
 - Liaison with the DEP Contract Manager.
- 2. The DEP may assign other activities to the Grantee on an as needed basis. The Grantee shall perform technical reviews for non-program sites, perform special technical evaluations, or assist the DEP with certain administrative tasks as mutually agreed upon based upon the needs of the DEP and the availability and expertise of the Grantee.
- 3. The Grantee is required to meet Chapter 62-770, F.A.C., time frames for review of documents. If these time frames can not be met the Grantee shall contact the DEP Grant Manager immediately so that alternate arrangements can be made to have the documents timely reviewed.
- 4. Performance will be measured through the following administrative and technical reviews:
 - A. All database entries into the petroleum cleanup tracking databases (STCM/PCT) must be made within thirty (30) calendar days of activity as defined in Attachment J, Administrative Performance Criteria, Section 1. Originals or scanable copies of all documents and correspondence must be sent to the DEP central file within sixty (60) calendar days of receipt or initiation as described in Attachment J, Section 1. The performance measure for data entry into STCM/PCT and delivery of copies of all documents and correspondence to DEP files is ninety-

percent (90%) or greater. A review of twenty-five percent (25%), or a percentage at the Department's discretion, of the site files will be performed at least annually to determine the rating for Document Management.

- B. An Administrative Review of the processing of work orders and invoices will follow the same guidelines, as those required in the SOP. The Grantee must maintain a ninety- percent (90%) or greater rating (see Attachment J, Section 2). A review of twenty-five percent (25%), or a percentage at the Department's discretion, of the site files will be performed at least annually to determine the rating for the Administrative Review measures.
- C. A Technical Review will be performed by DEP to ensure consistent application of DEP technical rules and policies. These Technical Reviews may be performed as often as deemed necessary by the DEP staff and the Grantee is required to perform in a proper and satisfactory manner as determined by DEP.
- D. Failure of the Grantee to meet a rating of ninety-percent (90%) or greater on Document Management (see paragraph 4A of Attachment A), or a ninety-percent (90%) or greater rating on the Administrative Review (see paragraph 4B of Attachment A) measures could result in forfeiture of 10% of the Total Task Assignment amount. Continued non-performance by the Grantee shall result in the termination of this Agreement per paragraph 16 of this Agreement.
- E. A pre-review and post-review interview will be performed by the Grant Manager with the Grantee. The Grantee shall have thirty (30) days to respond in writing to the review. The Grantee shall submit a satisfactory corrective action plan to the DEP Grant Manager, upon final notification by the DEP that the Grantee did not meet the standards, within sixty (60) days of notification.
- The determination of the compensation rate per site is based on an estimate of the Environmental Specialist II (ES II) level spending forty (40) hours per site per year, the Professional Geologist licensed to practice in Florida pursuant to Chapter 492, F.S. ("PG"), and/or Professional Engineer licensed to practice in Florida pursuant to Chapter 471, F.S. ("PE") spending seven (7) hours per site per year; the clerical staff spending ten (10) hours per site per year; and the administrative staff spending twelve (12) hours per site per year as provided in the Multiplier Spreadsheet For Compensation Form (Attachment E). The personnel time for additional tasks will be negotiated on a task-by-task basis, and may be considered in the original Task Assignment or as a Change Order. For Grantees with fewer than one hundred eighty (180) sites, the number of hours of PE/PG time per site in the compensation formula will be adjusted such that at least one thousand two hundred fifty (1250) hours of PE/PG time (sixty percent (60%) of a PE/PG FTE) is committed to petroleum cleanup program activities annually. The Grantee is required, as a minimum, to have a PE employed by that Grantee available for petroleum cleanup program activities on a timely and routine daily basis. The bare labor multiplier to be applied to the total bare cost per site is 54.17%
- 6. Annual Travel and Vehicle Use The Contract provides funds for travel expenses for a minimum of five (5) trips by the Grantee for training events or meetings with the Department during the fiscal year. Expenses for use of vehicles necessary to carry out the site cleanup oversight and management tasks within the scope of this Agreement are also authorized per calculation in the fee schedule, Attachment E. The annual travel and vehicle use are based upon the Department estimates.
- 7. Grantee Financial Management:
 - A. During Task Assignment negotiations for this Agreement, the following information shall be provided. This information will be used to calculate the costs per site:
 - 1. Staff assigned to perform work under this Agreement identified by name and position, salary and fringe benefits and overhead;
 - 2. Assigned staff qualifications (degree, years of experience, license); and,
 - 3. Assigned staff duties outlined related to fulfilling this Agreement.

- B. The Grantee shall mail the Monthly Grant Invoice, to the Department Grant Manager, within seven (7) business days of the last day of the preceding month, including completed Attachments G2 through G4, for the previous month's services. Invoices received later than the date specified above, are subject to the availability of funding provided under this Agreement at the time the invoice is submitted. If funding supporting this Agreement has reverted, the Department shall not be obligated to pay the Grantee for the late invoice(s). The June invoice shall be received by the DEP no later than the end of the first business week of July.
- C. The Grantee is required to have a separate tracking system based on the state fiscal year (July 1 June 30) for petroleum fund expenditures, or a methodology for tracking petroleum fund expenditures, which clearly shows incurred costs, encumbrances and balances so that the Department's Office of Inspector General (OIG) and Bureau of Petroleum Storage Systems (BPSS) reviews can be accomplished efficiently. The tracking system shall include, at a minimum:
 - Assigned staff identified by name and position;
 - Itemized Employee Payroll Report for all assigned staff;
 - Report of all related travel expenses;
 - Inventory report of all equipment purchased for fulfillment of the Contract including costs or estimates and the assumptions made in developing those estimates;
 - Itemized report of all vehicle use and expenditures;
 - Incurred miscellaneous expenses; and
 - Report of monetary balances, if applicable.
- D. The Grantee shall provide a fiscal year-end financial report, Attachment M, Local Program Petroleum Cleanup Grant Year End Financial Statement, based upon the data from the tracking system described in paragraph 7. C. above so that any unspent grant funds can be identified and deficits can be reconciled. This report shall be provided to the DEP on or before September 30 for the previous fiscal year. Guidelines for preparing the year- end financial statement report are provided in Attachment N.

8. Preapproval Financial Management

- A. Petroleum cleanup Preapproval Services Change Order and Invoice (Preapproval Invoices) shall be date stamped upon receipt, and reviewed by the Grantee in accordance with the SOP within five (5) business days of receipt by the Grantee and forwarded to the DEP Grant Manager for further processing, via first class mail or guaranteed overnight delivery. DEP reserves the right to request hand delivery of any petroleum cleanup Preapproval Invoice not meeting the five (5) day time frame.
- B. The Department reserves the right to provide partial or full delegation of cost center administration for petroleum cleanup Preapproval Invoices. If the Grantee is given a delegation, the Grantee shall designate a central point of contact (POC) for review of petroleum cleanup Preapproval Invoices prior to mailing the Preapproval Invoices to the Department. The Department will continue to review final Preapproval Invoices and also conduct routine, random checks on delegated Preapproval Invoices.

9. Program Management

- A. The Grantee is required to have site managers assigned to all active sites, both eligible and ineligible.
- B. The Department will only pay for sites for which the Grantee has assigned a site manager; the site manager has contacted the consultant, and which are registered with a DEP Facility Identification number.
- C. The Grantee shall hire and retain a sufficient number of qualified staff to satisfactorily complete all the responsibilities included in this Agreement. The Grantee shall provide salary and benefits

- commensurate with individual qualifications, work experience and professional certification(s) to ensure consistency and stability in the workforce.
- D. No site manager shall be assigned more than fifty (50) petroleum cleanup sites. PE's and PG's whose primary job is to review assessment reports and remedial action plans shall be assigned no more than twenty-five (25) petroleum cleanup sites in their capacity as a petroleum cleanup site manager. The Grantee can request higher site loads on a case by case basis.
- E. The Grantee shall ensure that all field inspections/visits are performed by qualified individuals and that they receive the health and safety training required to meet OSHA standards. Copies of inspection documents need to be pre indexed and sent to Department for scanning into the DEP file.
- F. The Grantee shall provide at least one staff member at DEP scheduled meetings and all scheduled teleconferences with DEP.
- G. The Grantee acknowledges receipt of the guidance documents as listed in Attachment K.
- H. If the Grantee does not have Significant Non-Compliance (SNC-A) contracts they shall forward to the appropriate DEP District Office personnel. Any non-eligible site where the responsible party/owner is not cooperating to cleanup the site. Such files that are being referred to the District for enforcement shall be organized and contain documentation as prescribed by the applicable District. Non-program site management shall be conducted in accordance with Attachment L.

10. Data Entry Procedures

The Grantee is responsible for accurate and timely updating of the STCM and PCT databases, to include site manager updates on reports in accordance with the performance criteria in Attachment J. The Department shall provide training on the use of the STCM and PCT databases on an as needed basis. The Grantee shall request in writing to the Department's Grant Manager the need for such training. The Department's Grant Manager shall schedule needed training at a mutually convenient time.

Remainder of Page Intentionally Left Blank

ATTACHMENT B GRANT DEFINITIONS

The following terms are defined below for use in this Agreement:

Active Site: An active petroleum cleanup site is a site that is being actively managed by the county. A site is actively managed when the county is performing all necessary activities to bring the petroleum cleanup site to either No Further Action or Site Rehabilitation Completion with or without conditions. As such work orders to cleanup contractors, reviewing reports and processing invoices also constitute an active site. All technical and administrative services performed by the county need to be in accordance with Attachment A of the contract.

The Department will accept correspondence between the cleanup section of the county and the responsible party or his or her designee to verify that the county is actively working on a site. Such documentation may include:

- letters
- phone log records
- e-mail
- Fax facsimiles

The Facility ID number and Facility name need to be part of all correspondence. These documents need to part of the county cleanup site file and the Department site file.

<u>Department Facility Identification Number (FAC ID#)</u>: a nine digit numbering system which assigns a separate number to each known registered Petroleum Contamination Site. This numbering system is generated by DEP.

<u>Discharge Report Form (DRF)</u>: a form adopted by Chapter 62-761, F.A.C., which an owner or operator is required to fill out, complete and submit to DEP when a discharge occurs at their facility.

Eligible Petroleum Clean-up Grant Site (Eligible Site): a site that has been assigned a Department Facility Identification Number (FAC ID#), qualifies for IPTF funding and the Department has forwarded, to the county, the Contractor Designation Form (CDF) or the approval to initiate site cleanup.

Full Time Equivalent (FTE): employee(s) whose work hours total two thousand eighty (2080) per year.

Ineligible Petroleum Clean-up Contract Site (Ineligible Site): a site that has been assigned a Department Facility Identification number (FAC ID#), has a valid Discharge Report Form (DRF) on file, is ineligible for IPTF Funds, and is following Non-program Site Management Procedures (SMP), completing Numbers 1,2 and 3, of the SMP at a minimum.

<u>Inland Protection Trust Fund (IPTF)</u>: the trust fund established by the Legislature which provides all funds for the petroleum prevention and cleans-up program established by Section 376.3071, F.S.

<u>Involuntary Cleanup Site</u>: a petroleum contaminated site that has an owner or responsible party who has been forced to clean up their site via a DEP or county enforcement action and which is an ineligible site.

No Further Action With or Without Conditions (NFA/NFAC): an order issued by the Department which declares that a petroleum contaminated site has attained target clean-up levels as stipulated by Chapter 62-770, F.A.C. with or without institutional or engineering controls.

Non-program: see Ineligible Site definition.

Non-program Site Management Procedure (SMP): see Attachment L.

Petroleum Cleanup Preapproval Program Standard Operating Procedures (SOP) Manual:

a procedures manual, published by the Bureau of Petroleum Storage Systems which provides specific information, guidance and procedures on the Petroleum cleanup program.

<u>Petroleum Cleanup Site</u>: any site currently being cleaned up in accordance with Chapter 62-770, F.A.C., procedures including non-program sites, voluntary cleanup sites, preapproval sites, and state cleanup sites.

<u>Petroleum Contamination Tracking System (PCT)</u>: a DEP database that is used to keep track of information regarding petroleum contaminated sites.

<u>Preapproval</u>: as defined in Section 376.30711, F.S., and the Petroleum Cleanup Preapproval Program Standard Operating Procedures Manual (SOP – see definition above). Generally, all work conducted at an Eligible Site (see definition above) must be reviewed and approved by the site manager before work is conducted or costs incurred.

Professional Engineer (PE): an individual licensed to practice engineering in Florida pursuant to Chapter 471, F.S.

Professional Geologist (PG): an individual licensed to practice geology in Florida pursuant to Chapter 492, F.S.

Remedial Action Plans (RAPs): see Chapter 62-770, F.A.C.

<u>Significant non-compliance (SNC)</u>: – refers to the violation types in the storage tank regulation section, provides three levels, A, B or Minor as follows:

- Significant Non-Compliance A (SNC A).
 These violations are considered top priority due to their potential for harm to the environment. They are identified on the data entry/checklist by all capital letters and in bold print.
- Significant Non-Compliance B (SNC B).
 These violations are considered <u>high priority</u> due to their potential for harm. They are identified on the data entry/checklist by bold print.
- Minor violation (MIN).
 These violations are considered <u>low priority</u>. They are identified by regular type font on the data entry/checklist.

<u>Site Assessment Reports (SARs)</u>: reports, which provide site specific information on the horizontal and vertical extent of a petroleum contamination plume as required and defined by Chapter 62-770, F.A.C.

Site Rehabilitation Completion Orders (SRCOs): see definition for No Further Action with or without conditions.

<u>State Cleanup Site</u>: an eligible program site within the current funding score range for which the responsible party has not designated a preapproval contractor and is being worked on by a DEP state cleanup contractor or contractor state cleanup sub-contractor.

<u>Storage Tank Contamination Monitoring (STCM)</u>: see definition for Petroleum Contamination Tracking System.

<u>Voluntary Cleanup Site</u>: an eligible program site with a priority score below the current funding range for which the responsible party is continuing site assessment and cleanup activities at his/her own expense.

Warning Letter: letter issued by the Grantee to a responsible party for a non-program site when the Site Rehabilitation Initiation (SRI) letter is not responded to within thirty (30) days or whenever 62-770 F.A.C. time frames for document submittal are not met.

ATTACHMENT C

TASK ASSIGNMENT NOTIFICATION FORM

DEP Agreement N	umber:	www.		7	Гask Assignme	nt #:	
Grantee Name:							
Grant Manager:							Phone #:
DEP Grant Manag	er:						Phone #:
Task Description:	(use ad	ditional pages	if necessa	гу)			
**************************************				,			
Deliverable:							
Task Assignment	Гуре:		Amount N	lot To Exc	eed	Task Performa	ance Period
Fee Schedule:			\$				
Total Task Assign	ment V	alue:	\$				
Organization Code	E.O.	Object Code	Module	Category	Fiscal Year	GAA Line Item#	Budget Representative Approval
Revised Attachme	nt H E	xhibit-1 attac	ned to this	document			
	,				L		
DED CO. A M			,		··········	P. 1	
DEP Grant Manag	er					Date	
Cost Center Admi	nistrato	ĭ		*****	·	Date	
Bureau Chief					^~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Date	
Grantee Represent	ative			<u> </u>	***************************************	Date	

Procurement Section (MS 93)
Bureau of Petroleum Storage Systems, Accountant
Finance and Accounting, Contracts Disbursements Section (MS 78) - 2 copies

ATTACHMENT D

TASK ASSIGNMENT CHANGE ORDER FORM

DEP Agreement Number: Grantee Name:	Change Order Number:
Grantee Name	
Charlee Parite.	
Grantee Manager:	Phone #:
DEP Grant Manager:	Phone #:
Description of Change: (use additional pages if necessary)	
CHANGE I	TASK AMOUNT
ITEM	
Original task amount:	
To do a construction to this above a soulce.	
Not be a second of the second	
Task amount with all change orders:	
CHANGE	N TASK TIME
VTVA	
ITEM	
Original task due date:	
Due date prior to this change order:	
Net increase/decrease in task period:	
Due date with all change orders:	
Organization Code E.O. Object Code Module Category Fiscal	ar GAA Line Item# Budget Representative Approval
DEP Grant Manager	Date
Cost Center Administrator	Date
*	·
Bureau Chief	Date
Grantee Representative	Date

cc:

Procurement Section (MS 93)
Bureau of Petroleum Storage Systems, Accountant
Finance and Accounting, Contracts Disbursements Section (MS 78) – 2 copies

ATTACHMENT E

Task Assignment Calculation Spreadsheet

	County		Task As	signment #:		Fiscal	Year: .		
Number of Sites:	-	•	Standar	d Multiplier:		-			•
	ES II	PE/PG	Clerical	Admin	Addl Personnel	Total Ba Labor Cos Site		Total Los Labor Cos Site	st Per
Hours/Site		***************************************				ф.		æ	***************************************
Salary						\$		\$	
Number of Site Manage	ers (# sites*ho	urs/site)/2080)		ES II 0.00	PE 0.00	Total 0.00			
Travel (one trip/site ma Cost per trip # of Trips	anager + 1 [mir	n 5 trips])*			.5 site manag ost per Vehick es		max 3 v	vehicles])**	
Travel Total	\$ -			Vehicle Tot	tal			\$	
O&M inspector (1 ins Inspector Hours Bare Salary Inspector Salary Vehicle	\$ - \$ - \$ -	es+ 1 vehicle)			T ✓ Labor ✓ Travel ✓ Vehicle ✓ O&M Total:	ask Assigni Per sit \$		Amount Tota \$ \$ \$	\$0.00 - -
O&M inspector Total	\$ -						***************************************		

Fund Balance estimated balance Deduct from TA

TA Total

\$

Any equipment or vehicle purchase must be shown on this form and comply with paragraph 27 of this Agreement.

^{*}All travel expenses shall be in accordance with the travel requirements established in Section 112.061, Florida Statutes.

^{**}Allowable costs are fuel, maintance and vehicle repairs related to travel to meetings and training but not routine travel or maintenance.

ATTACHMENT F PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0489 (For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate steet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER			
LOCATION/ADDRESS			
SERIAL NO./COST**			
DESCRIPTION			

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date;	
The absolute and the state of t	BELOW FOR DEP USE ONLY		
DEP CONTRACT MANAGER:	MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.	NTFIED ABOVE IN YOUR CONTRACT ORTING THE COST OF THE ITEMS TO AENT. REFER TO DEP DIRECTIVE 320	
DEP Contract Manager Signature:	Date:		

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

ATTACHMENT GI INSTRUCTIONS FOR MONTHLY GRANT INVOICE

A status report detailing all activities conducted under this Agreement, shall accompany the Monthly Grant Invoice form included as part of this attachment. The Monthly Grant Invoice must include the following documentation:

- I. The Monthly Grant Invoice form (Attachment G2) which must be completely filled out.
- II. The *Monthly Grant Invoice Cover Sheet* form (Attachment G3) which provides a summary of the total number of sites managed in the following categories:
 - A. Number of sites actively administered under the Preapproval Program (PA)
 - B. Number of sites actively administered under the State Cleanup Program (SCU)
 - C. Number of sites actively administered under the Preapproved Advance Cleanup Program (PAC);
 - D. Number of sites actively administered under the Petroleum Cleanup Participation Program (PCPP):
 - E. Number of sites actively administered under the Pay for Performance Program (PFP);
 - F. Number of sites actively administered under the Free Product Recovery Initiative (FP);
 - G. Number of sites actively administered under the Voluntary Cleanup category (VC);
 - H. Total number of sites actively administered under the Non-Program category (NP):
 - 1. Number of Sites issued Warning Letters (WL);
 - 2. Number of Sites referred to the District for Enforcement (ENF);
 - I. Number of sites that received No Further Action Status (NFA), No Further Action with Conditions Agreement (NFAC), Site Rehabilitation's Completion Order (SRCO) or Site Rehabilitation's Completion Order with Conditions Agreement.
- III. The Site Report Spreadsheet form (Attachment G4) which details all activities conducted under this Agreement for each site managed, and shall include the following information:

Facility Identification Number Site Name Site Manager Name Cleanup Phase Comments / Status of Site

The information for each of these sites must then be subdivided into the following categories:

- A. Preapproval Program, (PA)
- B. State Cleanup Program, (SCU)
- C. Preapproved Advance Cleanup Program, (PAC)
- D. Petroleum Cleanup Participation Program, (PCPP)
- E. Pay for Performance Program, (PFP)
- F. Free Product Recovery Initiative, (FP)
- G. Voluntary Cleanup category, (VC)
- H. Non-Program category, (NP)
- I. Non-Program Sites Issued Warning Letters (WL)
- J. Non-Program Sites referred to the District for Enforcement (ENF)
- K. No Further Action Status, (NFA), No Further Action with Conditions Agreement, (NFAC), Site Rehabilitation's Completion Order, (SRCO) or Site Rehabilitation's Completion Order with Conditions Agreement
- The Grantee must submit an original invoice package by mail and also send the information by electronic mail to the DEP Grant Manager.

ATTACHMENT G2

MONTHLY GRANT INVOICE

Invoice No.	DEP Agreement	Task No.	Date	Period of Service	
	No.				
	The state of the s				
City Name City County				•	
Site Name, City, County					· .
Grantee:			Bill To:		
				•	
FEID No.				rtment of Environmental Protection au of Petroleum Storage Systems	n
Telephone:				Blair Stone Road hassee, FL 32399-2400	
Grant Manager:			Jana	nassee, 1 to 52599-2400	
Grantee Use:					
Fee Schedule Price:					
rec schedule i rec.					
1. Agreement Task Amou	nt\$				
2. Less Previously invoice	а Ф	***************************************			
3. Invoice Total					
					
DEP Use:					
		1. Date Invoice I	Received		
		2. Date(s) Service	es Rendered		
		3. Date Services	Approved		
		4. Performance	Certified Satisfa	etory	
			G* 4.		D-4-
		Grant Manage	er Signature		Date
	;	5. Approval			
		7 7			
		Cart Carton A	li-i-tuatau Cia		Date
		Cost Center Ac	lministrator Sig	nature	Date
	6	6. Final Invoice:	YES NO		
	7	. If Final Invoice	e:		
		Bureau Chief I	Level or Higher !	Signature	Date
					-
· ·					

ATTACHMENT G3 MONTHLY GRANT INVOICE COVER SHEET FORM

Grantee Name:	
Date:	
Task Assignment Number:	
Total Sites Assigned to Grantee according to Task Assignment:	· · · · · · · · · · · · · · · · · · ·
Invoice Period: FromTo	
Sites Reported in Previous Invoices:	
	Number of Sites
Sites for Current Task and Month	
A. Preapproval Program (PA) Sites	
B. State Cleanup Program (SCU) Sites	
C. Preapproval Advance Cleanup Program (PAC) Sites	
D. Petroleum Cleanup Preapproval Program (PCPP) Sites	
E. Pay For Performance Program (PFP) Sites	-
F. Free Product Recovery Initiative (FP) Sites	
G. Voluntary Cleanup (VC) Sites	
H. Total Non-Program (NP) Sites A. Sites Issued Warning Letters (WL) B. Sites referred to the District for Enforcement (ENF)	
 No Further Action (NFA) with/without Conditions/Site Rehabilitation Completion Order (SRCO) with/without Conditions 	
TOTAL ACTIVE SITES WORKED ON	

- The Grantee must submit an original invoice package by mail and also send the information by electronic mail to the DEP Grant Manager.
- ** Attach backup for each category above.
- *** For Site to count Site Manager's name must be in PCT and consultant MUST have been contacted.

DATE		
ATTACHMENT G4	Site Report Spreadsheet Form	
Name of Grantee	Invoice #Task Assignment #	

						Cleanup Phase	
	* Program Name		Facility ID No.	Site Name	Site Manager	(SR, SA, RA, NA, SC)	Comments / Status of Site
Ą	Preapproval Sites (PA)						
		_					
		2					The state of the s
œ.	State Cleanup Sites (SCU)						
- 		ν					
		2					
	-						
ပ	Preapproval Advance Cleanup (PAC) Sites						
****		-					
		2					
				•			
	Preapproval Cleanup Participation (PCPP)	***************************************					
o.							The state of the s
		-					
		7					
ய்	Pay For Performance (PFP) Sites						
		-					
		2					
ட	Free Product Recovery Sites (FP)						
		-					
		7					

ATTACHMENT G4
Site Report Spreadsheet Form

DATE

•							
						·	
<u> </u>	* Program Name		Facility ID No.	Site Name	Site Manager	Cleanup Phase (SR, SA, RA, NA, SC)	Comments / Status of Site
	Voluntary Cleanup Sites (VC)						
		-					
A		2					
Ĭ	Non-Program Sites (NP)						
		E					
		2					
	No Further Action (NFA) or Site Rehabilitation Completion Order (SRCO)						
		~					
		2					
	Warning Letters Issued (WL)						
		1					
		7					
Α,	Sites Referred to the District For Enforcement (ENF)						
		τ					
		7					

^{*} Organize by Facility ID within each category

^{**} The Grantee must submit an original invoice package by mail and also send the information by electronic mail to the DEP Grant Manager.

ATTACHMENT H

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement) to the recipient (which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

- 1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- 3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
- 4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://12.46.245.173/cfda/cfda.html.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.fldfs.com/ and the Auditor General's Website at http://www.fldfs.com/ and the

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART 1 of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient <u>directly</u> to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

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

State of Florida Auditor General Room 401, Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

- 5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, 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 recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT -- 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
	<i>fg</i>			0	6

state Aesoul ces Awai ueu to the Aecipient I uisua

S.:	State	Appropriation	Category	057888		TOTAL PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY ADDRESS OF THE	The state of the s
to Section 215.97, F.			Funding Amount	\$5999			MARARAMANAMANAMANAMANAMANAMANAMANAMANAMA
State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:	CSFA Title	or	Funding Source Description	Petroleum Site Contamination			
greement Co		CSFA	Number	37.024			
ursuant to this A		State	Fiscal Year	2009-2010			
es Awarded to the Recipient 1			Funding Source	Inland Protection Trust	Fund, Line Item No. ####		
State Resourc	State	Program	Number	Original	Agreement		

Total Award \$?	\$2277
For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.	Domestic Assistance (CFDA) fsaa/searchCatalog.aspx]. The he recipient is clearly indicated

ATTACHMENT I

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name	•		. *	
Grantee's Fiscal	Year Period:	FROM:	TO:	
Total State Finar Year: \$		-	ng Grantee's most	recently completed Fiscal
Total Federal Fi	nancial Assis	tance Expended du	ring Grantee's mo	st recently completed Fiscal
Please identify g Environmental F		cluded in the Singl	le Audit that are pr	ovided by the Department of
CSFA# C	CFDA#	DEP GRANT AG	REEMENT NUM	BER
CERTIFICATIO	N STATEM	ENT:		
I hereby certify	that the abo	ove information is	correct:	
Name				Date
Title				

ATTACHMENT J

ADMINISTRATIVE PERFORMANCE CRITERIA

Local Program County: Seminole

The performance evaluation of the Local Program Agreement will be based on a composite of the following two (2) areas of responsibility.

- 1. Data entry into the Petroleum Contamination Tracking (PCT) databases and delivery of copies of all documents and correspondence to DEP files.
 - a. A site manager name must be entered into the PCT after receiving the Contractor Designation Form (CDF) from the Department.
 - b. All data entry must be done within thirty (30) calendar days of receipt of information or approval of a document by the Grantee.
 - c. Originals or scanable copies of all documents and correspondence must be sent to the DEP central file within sixty (60) calendar days of receipt or initiation. All correspondence or documents pertaining to a site need to include the DEP Facility ID number.
 - d. The Grantee shall ensure that a DEP Facility ID number has been assigned prior to beginning work. Monthly Grant Invoices will not be accepted for non-registered sites.

2. Program and Non-Program Timeliness

- a. For Program sites, send a letter requesting a proposal from the consultant within two (2) weeks of receiving Contractor Designation Form from the Department. For Non-Program sites the site manager's name must be entered in PCT and a letter sent to the responsible party requesting compliance with Chapter 62-770, F.A.C., in accordance with Attachment L.
- b. Initiate Work Order negotiation within two (2) weeks of receipt of a work order proposal.
- c. Prepare or Negotiate Change Order within two (2) weeks of a change order proposal request.
- d. Process and forward to the Department within five (5) days of receipt by the contractor of any cleanup preapproval invoice.
- e. Review of deliverables and response to applicable parties, such as CARs, RAPs, O&M status reports initiated within the timeframes established in 62-770, F.A.C.
- f. Review of deliverables and responses to applicable parties not addressed in 62-770, F.A.C., shall be conducted within sixty (60) days of receipt.

ATTACHMENT K GUIDANCE DOCUMENTS

Guidance Documents, Procedures, Memos include but are not limited too:

Petroleum Cleanup Preapproval Program Standard Operating Procedures

Chapter 62-770 F.A.C. Petroleum Contamination Site Cleanup Criteria

Contractor Designation/Point of Contact Designation

Petroleum Cleanup Preapproval Program Templates

Free Product Recovery Initiative

Guidance on Site Assessment and Supplemental Assessment Report Preparation for Petroleum Preapproval Sites

New Soil Sampling Procedures and Recommended EPA Methods (per USEPA SW-846)

Interim Guidance for Laboratory Analyses of Soil Samples for Petroleum Contamination Site Assessments

Chapter 62-770, F.A.C. Table IV Interpretation

Chapter 62-770, F.A.C., Analytical Methods For Liquid Samples

Some Points To Consider During Evaluation of Analytical Data

Institutional Control Guidance Document

Monitoring Well Construction Specifications and Related Issues

Interested Parties Summary

Contamination Assessment Review Guidelines

Remedial Action Plan Guidelines: BPSS-1 through BPSS-11

Guidelines for Assessment and Source Removal of Petroleum Contaminated Soil

Manuals:

Petroleum Cleanup Preapproval Program Standard Operating Procedures Guidance Manual for Review of Petroleum Remedial Action Plans Development of Soil Cleanup Target Levels (SCTLs) For Chapter 62-777, F.A.C. Matrix I – Key Model Information

Computer Disk Information

Verbal Authorization Form

Order Letters Injection Letters Institutional Control Guidance Document Invoice Return Letter Site Access Form Site Inspection Form PE & PG Certification Forms Site Assessment Summary RAP Checklist Utility Transfer 10% Spreadsheet Well Sampling Spreadsheet Regular Retainage Work Order PUC Work Order Template Cost Worksheet Template Invoice

NOTE: Documents and forms for the Petroleum Cleanup Program can also be found at the following Web Page address: http://www.dep.state.fl.us/waste/categories/pcp/default.htm

ATTACHMENT L

LOCAL CLEANUP PROGRAM NON PROGRAM SITE MANAGEMENT PROCEDURES (COUNTIES WITHOUT SIGNIFICANT NON-COMPLIANT (SNC-A) AGREEMENTS)

The following are procedures to be taken for management of ineligible sites by the Grantee. In order to assure and validate that these procedures are consistently followed, it will be necessary for the Grantee to establish a tracking system of the actions taken on ineligible sites and the dates those actions were taken.

- 1. Within ten (10) days of receipt of a new Discharge Report Form (DRF), send out Site Assessment Report (SAR) initiation letter
- 2. Within ten (10) days following due date for Site Assessment Report (SAR) initiation confirmation letter, send follow up letter if confirmation letter is not received.
- 3. If a response to follow up letter is not received within ten (10) days of due date, refer site to the DEP District for enforcement action.
- 4. Track due date for SAR and if SAR is not received by the due date (two hundred seventy (270) days after letter (SAR initiation letter), send out warning letter within ten (10) days.
- 5. If the warning letter on SAR due date is not responded to within ten (10) days, refer site to the DEP District for enforcement action.
- 6. Review SAR within sixty (60) days of receipt, approve or issue comments, and record dates of receipt and comments or approval. Track due date for SAR Addendum if applicable.
 - If applicable, review SAR Addendum within sixty (60) days of receipt.
- 7. Record date of SAR Approval letter. If applicable track due date for Remedial Action Plan (RAP) (ninety (90) days after SAR approval date) and issue warning letter within ten (10) days of due date if the RAP is not received.
- 8. Review RAP within sixty (60) days of receipt and issue comments or RAP Approval Order. Track due date for RAP Addendum if applicable.
 - If applicable, review RAP Addendum within sixty (60) days of receipt and issue comments or Approval Order.
- 9. Record date of RAP Approval and due date for system startup (one hundred twenty (120) days from RAP approval date).
- 10. Review status reports within thirty (30) days of receipt and issue comments or acceptance letter. Record dates of receipt and comments or approval.
- 11. Review RAP Modification proposals within sixty (60) days of receipt and issue approval or comments. Record dates of receipt and comments or approval.
- 12. Review post-remediation monitoring proposal within sixty (60) days of receipt and issue comments or approval. Record dates of receipt and comments or approval.
- 13. Review Site Rehabilitation Completion Order SRCO within sixty (60) days of receipt and issue comments or SRCO Order. Record dates of receipt and comments or approval.

ATTACHMENT M LOCAL PROGRAM PETROLEUM CLEANUP AGREEMENT

YEAR END FINANCIAL STATEMENT

This Statement is due by September 30th of each year for the preceding State fiscal year (July 1st – June 30th) Provide <u>Actual</u> amounts NOT budget amounts

<u>SECTION I</u>		
Grantee Name:		
DEP Agreement No.: Task Assignm	nent Number:	
Statement Preparation Date:		
Year (or period) Covered by Report: July	y 1, thru June 30,	
SECTION II INCOME		
1. Beginning Balance from prior year (carry forward)		\$
2. Funds received from DEP	(for Task listed above) \$	
3. Invoices submitted not yet paid	(for Task listed above) \$	
4. Total received and due from DEP	(total lines 2 & 3)	\$
5. Total Income and carry forward	(total lines 1 & 4)	\$
SECTION III EVENUES (Fac Took Ford share)		
SECTION III – EXPENSES (For Task listed above)		\$
6. Salary and Benefits 7. Travel		\$ \$
8. Equipment Purchased		\$ \$
9. Vehicle Expenses		\$ \$
10. All other Expenditures		\$ \$
11. Total Expense for the reporting period listed ab	ove (total lines 6 thru 10)	\$
SECTION IV - RECAP		
12. Total income for Task Assignment year	(line 4) \$	
13. Total expenses for Task Assignment year	(line 11) \$.	
14. Current year Task Assignment balance	(line 4 – line 11) \$	
15. Total income	(line 5)	\$
16. Total expense	(line 11)	\$
17. FUNDS BALANCE	(line 5 – line 11)	\$
18. Carry forward to next Task Assignment	$(if line 17 > 0) \qquad \qquad \$$	
 Do not carry forward negative balances. 		
 Attach plan and schedule for use of Funds if bal 	lance (line 17) is more than% of Line 4.	
 Section 376.3071, F.S. prohibits the use of Interest those specified in that section. 	land Protection Trust Fund monies for purpo	oses other than
Printed name:		
	•	
Signature: Title*:	Date:	····

^{*}Should be signed by the Grantee's Chief Financial Officer

ATTACHMENT N LOCAL PROGRAM PETROLEUM CLEANUP AGREEMENT

GUIDELINES FOR PREPARING YEAR END FINANCIAL STATEMENT

The following guidelines were developed to serve as a convenient reference to those responsible for preparing the Annual Fiscal Year End Financial Report as required by Attachment A, paragraph 7.D of this Agreement.

Before completed financial reports are submitted, each line item on the current and previous reports should be compared for consistency and reviewed for accuracy. If a previous report had an incorrect entry(ies), an amended financial report must also be submitted.

SECTION I

Enter the DEP Agreement Number and the task assignment number.

Enter the date the financial report was prepared, and the period covered by the report. If the period covered is not a full year, cross out the inappropriate months and enter the correct dates. This would usually only apply to the first year of the Agreement if the signing had not occurred on or before July 1. If the Agreement were ended prior to expiration, it may be necessary to cross out the ending month of June 30.

SECTION II- PAYMENTS

Section II includes all payments from the Department of Environmental Protection (DEP) for the Agreement's task period as noted in Section I.

<u>Line 1.</u> The amount entered on this line should be equal to the carry forward balance (Section IV Line 14) from the previous financial report. If it does not, provide an explanation unless the prior balance was a negative number, in which case no explanation is necessary. If the report is for the first Task Assignment of a new Agreement, the amount would usually be zero (0). If there is a carry forward from a previous **Agreement**, enter that amount and provide an explanation. The explanation should include any agreement for the carry forward, together with a plan for the use of the carry forward funds. Any plan should include expected execution dates. Do not enter a negative balance on this line. If the previous report balance is negative or zero, enter a zero (0).

Line 2. Enter the amount of funds invoiced and paid by DEP for the Task Assignment identified in Section I.

<u>Line 3.</u> Enter the amount of funds invoiced but not yet paid by DEP for the Task Assignment identified in Section I.

<u>Line 4.</u> Total lines 2 and 3. The amount on this line should equal the amount of the Task Assignment. If it does not, provide an explanation.

Line 5. Total lines 1 and 4.

SECTION III - EXPENSES

Section III includes all expenses related to work for the Agreement's Task Assignment identified in Section I. Retain supporting expense documentation for audit verification.

<u>Line 6.</u> Enter the total of salaries, wages, and benefits paid for work related to the Task Assignment identified in Section I. Include full time employees, part time employees, and any pro-rated amounts for executive and support functions that are charged to this Agreement.

<u>Line 7.</u> Enter the total amount spent for travel expense related to the Task Assignment identified in Section I. Include vehicle expense related to travel for meetings and training but not routine travel or maintenance.

<u>Line 8.</u> Enter the total amount for purchases of equipment or vehicles, when the cost is equal to or greater than \$1,000.00, and is related to the Task Assignment identified in Section I. Keep a list of equipment for audit verification. If the purchase is capitalized and depreciated over time, enter the year's depreciation charge and provide a copy of **Attachment F**, Property Reporting Form, or an explanation that includes the name of the equipment, the amount of purchase, serial or identifying numbers or marks, the depreciation method, and expected life of the equipment.

<u>Line 9.</u> Enter the total of vehicle expenses not already entered on Line 7. This includes fuel, maintenance and repairs that are related to meetings and training but not routine travel or maintenance.

Line 10. Enter all other expenses incurred for work related to the task identified in Section I, and not entered on any other line of this report. Include INDIRECT COSTS. Indirect costs are defined as costs not directly associated with the Task Assignment work, but are necessary for ongoing work related to the Agreement. For example: rent, utilities, oversight by executive management, personnel, and accounting. There should be a cost allocation plan that identifies what these costs will be and how they are calculated. The Department may request a copy of this plan for verification.

Line 11. Total lines 6 through 10.

SECTION IV-RECAP

- Line 12. Enter the amount shown on line 4, Section II.
- Line 13. Enter the amount shown on line 11, Section III.
- Line 14. Subtract line 13 from line 12 and enter the result on line 14.
- Line 15. Enter the amount shown on line 5, Section II.
- Line 16. Enter the amount shown on line 11, Section III.

<u>Line 17.</u> Enter the balance after subtracting line 13 from line 12. If this amount is more than 10% of funds received and due from DEP as reported on Line 4, provide a plan for the usage of the funds, and estimate when the usage will occur.

SECTION V

Printed name and signature of the person responsible for the submission of the financial report.

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SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Hazard Mitigation Grant Program - Grant Agreement

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs CONTACT: Tad Stone, Jennifer Bero EXT: 5001, 7163

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a grant agreement with the Florida Division of Emergency Management in acceptance of \$283,016.00 through their Hazard Mitigation Grant Program.

County-wide Jennifer Bero

BACKGROUND:

On March 24, 2009, the Board of County Commissioners approved for staff to submit an application to the Florida Division of Emergency Management (FDEM) requesting up to \$315,000.00 through their Hazard Mitigation Grant Program. The anticipated funding allocation to Seminole County resulted from the Presidential Disaster Declaration from Tropical Storm Fay of 2008.

Staff received notification that the grant was awarded to Seminole County in the amount of \$283,016.00 to purchase and install Florida Certified Large Missile Impact hurricane shutters on windows for the following seven (7) fire stations:

- Station #12 325 Douglas Ave., Altamonte Springs
- Station #14 600 Hattaway Dr., Altamonte Springs
- Station #16 930 Wekiva Springs Rd., Longwood
- Station #22 7122 US 17-92, Fern Park
- Station #23 4810 Howell Branch Rd., Winter Park
- Station #27 5280 Red Bug Rd., Casselberry
- Station #34 4905 West SR 46, Sanford

(The request for funding to purchase and install window shuttering for stations 35, 36, 41,42, and 43 remains pending the availability of de-obligated program dollars.)

For the awarded funds to be received, the Board must approve and authorize the Chairman to

execute a grant agreement with FDEM. Such agreement is attached for consideration. Additionally, a budget amendment request (BAR) to allocate the funds is included in the Budget Division section of this agenda. The BAR details the project cost of \$377,355.00; which includes the federal/grant share of \$283,016.00 (75%), and county share of \$94,339.00 (25%) to be funded by the Fire Fund.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a grant agreement with the Florida Division of Emergency Management in acceptance of \$283,016.00 through their Hazard Mitigation Grant Program.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

- Budget Review (Lisa Spriggs)
- County Attorney Review (Arnold Schneider)

Contract Number: 10HM-88-06-69-01-007

CFDA Number: 97.039

FEDERALLY FUNDED SUBGRANT AGREEMENT

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 the Seminole County Board of County Commissioners, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
 - C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin October 26, 2009 and shall end October 26, 2011 unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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.

(5) RECORDKEEPING

- (a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.
 - (b) The Recipient shall retain sufficient records to show its compliance with the terms of this

Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

- 1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
- 3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.
- (c) The Recipient shall maintain all records for the 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.
- (d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

- (a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- (b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- (c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- (d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination

of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management Bureau of Recovery and Mitigation 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (submit the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

Division of Emergency Management Bureau of Recovery and Mitigation 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

- (g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- (h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,
- (i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the 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 days after the Division has notified the Recipient of such non-compliance.
- (j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, <u>Fla. Stat</u>. The IPA 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 Recipient's fiscal year.

(7) REPORTS

- (a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and 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 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 60 days after termination of this Agreement or 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, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
 - (e) The Recipient shall provide additional program updates or information that may be required by

the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment F.

(8) MONITORING

The 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.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

- (a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, <u>Fla. Stat.</u>, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and 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, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.
- (b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, <u>Fla. Stat.</u>, 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, <u>Fla. Stat.</u> Nothing herein is intended to serve as a waiver of sovereign immunity by any 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.

(10) 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, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). 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:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous

agreement with the Division is or becomes false or misleading in any respect, or if the 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) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.
- (c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
- (d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement, provided that the Recipient is given at least thirty 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 (13) 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 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:
 - 1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - 2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - 3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - 4. require the 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.
- (g) 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 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 Recipient.

(12) TERMINATION

- (a) The Division may terminate this Agreement for cause after thirty 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 Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, <u>Fla. Stat.</u>, 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 Recipient with thirty calendar days 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 Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.
 - (b) The name and address of the Division contract manager for this Agreement is:

Ms. Kathleen Marshall, Planning Manager Bureau of Recovery and Mitigation Division of Emergency Management 2555 Shumard Oak Boulevard Tallahassee, Florida 32399 Telephone: (850) 922-5944

Fax: (850) 922-1259

Email: kathleen.marshall@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Mr. Marc Baumgart
Battalion Chief
Seminole County Board of County Commissioners
150 Bush Boulevard
Sanford, Florida 32773
Telephone: (407) 665-5357
Fax: (407) 665-5138

Email: mbaumgart@seminolecountyfl.gove

(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 will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the fully executed subcontract must be forwarded to the Division within ten days of execution for review and approval. The 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 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. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) 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:

Exhibit 1 - Funding Sources

Attachment A - Budget and Scope of Work

Attachment B - Program Statutes and Regulations

Attachment C - Statement of Assurances

Attachment D - Request for Reimbursement

Attachment E - Justification of Advance

Attachment F - Quarterly Report Form

Attachment G - Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$283,016.00 subject to the availability of funds. All requests for reimbursement of administrative costs must be accompanied by the back-up documentation evidencing all such administrative costs.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be 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.

An advance payment of \$	is requested.
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(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

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 (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), <u>Fla. Stat.</u>, if a check or other draft is returned to the Division for collection, 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.

(19) 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 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 is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the 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 Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (e) The 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.
- (f) Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> 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.
- (g) Any 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:
- 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- 2. 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;
- 3. 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 19(g)2. of this certification; and
- 4. 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.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the 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 Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) 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 Chapter 216, Fla. Stat. or the Florida Constitution.

- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - (j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.
- (k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, <u>Fla.</u> Stat., which the Recipient created or received under this Agreement.
- (I) If the 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.
- (m) 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 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.
- (n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, <u>Fla. Stat.</u>) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, <u>Fla. Stat.</u>
- (o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

- (a) 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.
- (b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
- 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any

person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The 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 subrecipients shall certify and disclose.

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.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

- (a) If the Recipient has a pre-existing patent or copyright, the 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 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 Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.
- (c) Within thirty days of execution of this Agreement, the 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 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 (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The 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 Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:	ATTEST:
Name/Title: Bob Dallari, Chairman Date: FID#59-6000856	MARYANNE MORSE, Clerk to the Board of County Commissioners of Seminole County, Florida.
	For the use and reliance of Seminole County only.
As authorized for execution by the Board of County Commissioners at their, 20 regular meeting.	Approved as to form and legal sufficiency. County Attorney
STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Ву:	
Name/Title: Ruben D. Almaguer, Interim Directo	o <u>r</u>

EXHIBIT-1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program: Federal Emergency Management Agency, Hazard Mitigation Grant

Catalog of Federal Domestic Assistance Number: 97.039

Amount of Federal Funding: \$283,016.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

- 1. Recipient is to use funding to perform the following eligible activities; include mitigation projects that will result in protection of public or private property from natural hazards. Eligible projects include, but are not limited to:
 - Acquisition of hazard prone properties
 - · Retrofitting of existing buildings and facilities
 - Elevation of flood prone structures
 - · Infrastructure protection measures
 - Storm water management improvements
 - · Minor structural flood control projects
 - · Relocation of structures from hazard prone areas
 - · Retrofitting of existing buildings and facilities for shelters
 - Vegetative management/soil stabilization
 - Mitigation Planning Project
 - · Other projects that reduce future disaster losses
- 2. 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.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: Section .400(d) of OMB Circular A-133, as revised, 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 Recipient.

Attachment A

Budget and Scope of Work

Scope of Work

As a Hazard Mitigation Grant Program project, the Recipient, the Seminole County Board of County Commissioner, will wind retrofit (7) seven fire stations by purchasing and installing Florida Certified Large Missile Impact hurricane barriers on the following buildings:

Fire Station Number 12 located at 325 Douglas Avenue, Altamonte Springs, Florida 32714.

Fire Station Number 14 located 600 Hattaway Drive, Altamonte Springs, Florida 32701.

Fire Station Number 16 located 930 Wekiva Springs Road, Longwood, Florida 32779.

Fire Station Number 22 located 7122 US 17-92, Fern Park, Florida 32730.

Fire Station Number 23 located 4810 Howell Brach Road, Winter Park, Florida 32792.

Fire Station Number 27 located 5280 Red Bug Lake Road, Casselberry, FL 32708.

Fire Station Number 34 located 4905 West SR 46, Sanford, FL 32771.

Glazing in buildings shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:

- a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
- b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
- c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (positive or negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section1609 for which the specimen is to be tested.

If deemed necessary, wind protections are provided on any other openings such as vents, louvers and exhaust fans. All installations will be in strict compliance with the Florida Building Code Specifications and all materials will be certified to meet the wind and impact standards. The local municipal or county building department will inspect and certify installation according to the manufacture specification.

This is FEMA project 1785-20-R, funded under 1785-DR-FL.

The Period of Performance for this project ends on October 26, 2011.

Schedule of Work

Engineering:
Contract Bidding:
Installation/Retrofitting:
Weather Delays:
Permits:
Final Inspection:
Total Period of Performance:

3 Months
Months
4 Months
2 Months
2 Months

The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or man made disaster.

The funding provided by the Division of Emergency Management (DEM) under this Subgrant is only intended to pay for the materials and labor for the installation of storm shutters and/ or other hardening activities as a retrofit measure for the Recipient's building to reduce and or mitigate the damage that might otherwise occur for severe weather or other hazards. The funding of this project by the Division in no way confers or implies any warranty of use or suitability for the modifications made or installed. The State of Florida disclaim all warranties with regard to this mitigation project, express or implied, including but not limited to any implied warranties and or conditions of satisfactory quality and fitness for a particular purpose, merchantability or merchantable quality. This project has not been evaluated as meeting the standards of the Department of Homeland Security Federal Emergency Management Agency (FEMA) as outlined in the guidance manual, FEMA 361-Design and Construction for Community Shelter. It is understood and agreed by the Division and the Recipient that the building has vulnerabilities due to age, design and location which may result in damage to the building eve after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Division and the Recipient that this mitigation project is not intended to make the building useable as a shelter for the Recipient's staff or any other citizens in the event of any natural or man-made disaster.

Budget

Line Item Budget*

 Project Cost
 Federal Share
 Local Share

 Phase I: Material, Labor, Fees and Structural Analysis Report:
 \$377,355.00
 \$283,016.00
 \$94,339.00

 Total:
 \$377,355.00
 \$283,016.00
 \$94,339.00

*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

Funding Summary

Federal Share: \$283,016.00 (75%) Local Share: \$94,339.00 (25%) Total Project Cost: ** \$377,355.00 (100%)

^{**}The total project cost is inclusive of the recipient administrative allowance.

11/13/2009

FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANTS PROGRAM

HMGP-08-02

11 17 Obligation Report w/ Signatures. Disaster FEMA. Amendment State Supplemental No Project No Application to No No. State Grantee 1765 20-R ¢ 75 6 FL Statewide 1 Seminole County BOCC, County Fire Station #12, 14, 16, 22,23,27,34 Wing Retrolit Subgrantee: SEMINOLE COUNTY COMMISSIONERS Project Title Subgrantee FIPS Gode. 117-1765E Total Amount Previously Allocated Total Amount Previously Obligated Total Amount Available for New Obligation Total Amount Pending Obligation \$283,016 \$283,016 50 Project Amount Grantee Admin Est Subgrantee Admin Est notaced User IFMIS Date IFMIS Status FY \$283,016 \$0 50 \$283,016 10/20/2009 Accept 2010 Comments Date. 10/20/2009 User Id DBURKETT Comment: Wind Retrofit Project approved HMO 10/19/2009 Userid: LRYDER Date: Comment obligation for 1785-0020 Authorization Preparation Date: 10/19/2009 Preparer Name: LONNE RYDER HMO Authorization Date: 10/20/2009 HMO Authorization Name: DEBORAH BURKETT

Authorizing Official Title Authorization Date Authorizing Official Signature Authorizing Official Signature Authorizing Official Title Authorization Date

11/10/2009 11.12 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM

HMGP-AP-01

Project Management Report

O saster Number 1785

FEMA

Project Number 20 - R

Ameadment

Number 0

State Grantee

Subgranue: SEMINOLE COUNTY COMMISSIONERS

FIPS Code 117-1765E

Statewide

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : Seminole County BOCC, County Fire Station #12, 14, 16, 22;23:22,04 Wind

Project Title: Seminole County BOCC, County Fire Station #12, 14, 15, 22,23,27,34 Wind I

Grantee: Statewide

Subgrantee: SEMINOLE COUNTY COMMISSION

Subgrantee County Name: Seminole

Grantee County Name: Semmole-

Grantee County Code 117

Subgrantee County Code 117

Grantee Place Name : Seminole (County)

Subgrantee Place Name : Seminale (County)

Grantee Place Code 0

Subgrantee Place Code 99117

Project Claseout Date 00/00/0000

Work Schedule Status

Amend # Description	Time Frame	Que Date Revised Date Completion Date
OTENGINEERING	90 Days	00/00/0000 00/00/0000 00/00/0000
O CONTRACT BIDDING	90 Days	0000000000 000000000 00000000
0 INSTALLATION (RETROFITTING	270 Days	00/00/0000 00/00/0000 00/00/0000
0 WEATHER DELAYS	120 Days	00/00/6000 00/00/9000 00/00/6000
0 FINAL INSPECTION	90 DAYS	C0/00/0000 00/00/000 00/00/000
a Pennits	50 Days	00/00/0000 00/00/0000 00/00/0000

Approved Amounts

Total Approved	Federal	Total Approved	Non-Federal	Total Approved
No! Eligible	Share Percent	Federal Share Amount	Share Percent	Non-Fed Share Amount
\$177.355	25 0000000000	ชาคา กาล	25 00000000	203-210

Allocations

Allocation Number	IFMIS Status	Date	Suomission Date	FY	ES Support Reg ID	ES Amend Number	Proj Alloc Amount Fed Share	Grantee Admin Amount	Subgrantee Admin Amount	Total Alloc Amount
4	A	10/16/2009	10/07/2009	2010	1781493	Ö.	\$283,016	\$0	\$Q	\$283,016
						Total	5283,016	\$0	\$0	\$283,016

Oblinations

Acti N	आ IFMiS Slatus		Submission Date	ΕŸ	ES Support Reg ID	ES Amend Number	Su p pi Ne	Project Obligated Ami: - Fed Share	Grantee Admin Amount	Subgrantee Admin Amount	Total Colligated Amount
. 1	· A	10/20/2009	10/20/2009	2010	1786335	6	ð	\$283,016		\$0	\$283,016
							Total	\$293,016	\$ 0	\$0	\$283,016

11/13/2009 11:18 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM

HMGP-AP-01

Total Coligated

Subgrantes

Project Management Report

Disaster FEMA Amendment App ID State Grantee Number Project Number Number 1785 20 - R ø Statewide

Subgrantee: SEMINOLE COUNTY COMMISSIONERS

FIPS Code: 117-1765E Project Title: Seminole County BOCC, County Fire Station \$12, 14, 15, 22.23.27.34 Wind

Miligation Project Description

Amendment Status: Approved

Approval Status: Approved

Project Title: Seminole County BOCC, County Fire Station #12, 14, 16, 22,23,27,34 Wend

Grantes: Statewide

Subgrantee: SEMINOLE COUNTY COMMISSION

Grantee County Name Seminole

Subgrantee County Name Seminole

Grantee County Code: 117

Subgrantes County Code 317

Grantee Place Name Seminole (County)

Subgrantee Place Name: Seminole (County)

Grantee Place Code: 3

Subgrantee Place Code : 99117

Project Classout Date C0/00/0000

Work Schodule Status

Time Frame Duo Dale Revised Date Corncletion Date Description. Amend # O ENGINEERING 90 Days 00/00/0000 00/00/0000 00/00/0000 O CONTRACT BIDDING 90 Days 00/00/0000 00/00/0000 270 Days 00/00/0000 00/00/0000 00/00/0000 O INSTALLATION / RETROFITTING 120 Days 00/00/7600 00/00/0000 00/60/0560 O WEATHER DELAYS 90 DAYS 00/00/0000 00/00/0000 00:00/0000 O FINAL INSPECTION 60 Days 00/00/0000 00/00/0000 00/00/0000 O Permits

Approved Amounts

Total Approved Total Approved Net Eligible Federal Total Approved Non-Federal Non-Fed Share Amount Share Percent Federal Share Amount Share Percent

\$377.355

JENNIS.

75.000000000

\$283,016

25,00000000

394.339

Grantee Admin

Allocations

ES Support ES Amend Proj Alloc Amount Grantee Subgrantee Total Allocation IFMIS IFMIS Submission Req ID Fed Share Admin Amount Admin Amount Alloc Amount Date Date Number Status \$283,016 16/15/2009 10/07/2009 2010 1781493 \$283,016 \$0 50

\$283,016 50 30 5203,016

Oblinations

ES Support ES Amend Suppl Project Obligated Reg ID Number Nr Amt Fed Share Action IFAIIS Nr Status Submission Date Date Admin Amount Amount \$283,016 A 10/20/2009 10/20/2009 2010 1786335 \$283,016 50 30 Total \$283,016 SO \$283.016 13/13/2009 15:18 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM

HMGP-EV-01

Environmental Report

Disaster

FEMA Project Number

Amendment Number 0

State

Grantee

1785 20 - R Subgrantee: SEMINOLE COUNTY COMMISSIONERS

Statewide

App (0).

FIPS Code: 117:1765E

Project Title: Seminole County BOCC, County Fire Station #12, 14, 16, 22,23,27,34 Wind

FEMA Laws/EOs

Laws/EOs

Status

Coastal Barners Resources Act (CBRA)

Completed

Clean Water Act (CWA)

Completed

Coastal Zone Management Act (CZMA)

Completed

Endangered Species Act (ESA)

Completed

Fish and Wildlife Coordination Act (FWCA)

Completed

National Mistoric Preservation Act (NHPA)

Completed

Clean Air Act (CAA)

Completed

E O 1/988: Floodplains

Completed

E.O. 11990 Wellands

Completed

E.O. 12898. Environmental Justice for Low Income and Minority Populations. Completed

FEMA NEPA Process

FEMA Status

Catex - Completed

It on extraordinary circumstance exists and leads to a significant environmental impact (see AICFR 10.9 ptp (3)), on Environ Assession shall be prepared.

† CATEX Typo Code

15. Repair, replace, restors, re)rofit, upgrade td current codes and standards, or replace a facility (xv)

No Extraordinary Circumstances Requiring an EA. Documentation Complete 10/06/2009

11/13/2009

FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM

HMGP-EV-01

11 IB AM

Environmental Report

Disasler Number	PEMA Project Numbe	Amen r Numb		D State	Grantee
1785	20 - R	0;	75.	FL	Statewide
Subgrantee	SEMINOLE COU	NTY COMMIS	SIONERS		
FIPS Code:	117-1766E		Project T	itle Seminole C	ounty BOCC, County Fire Station #12: 14, 16, 22,23,27,34 Wind
		Monitoring	Monitor	ing Completed	* * *
Ent	ered By	Required	Date	By	
Lonnie L. F			00/00/0000		
Conditi Required	Annny Executive	Orders	***		e re-evaluation for compliance with NEFA and other Laws and

Executive Orders.

2) "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.

3) "If grained disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered will immediately cease construction in that area and notify the State and FEMA.

Standard Conditions

- 1. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders
- 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.
- 3. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Any changes to the approved mitigation measure or scope of work will require resubmission the State to FEMA, and will require revaluation for compliance with NEPA and Section 109 of the National Ristonic Preservation Act - NHPA prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project-LRYDER-10/06/2009 10:47 GMT

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 <u>CFR</u> Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, 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 Long-term Recovery Guidance; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement

In addition to the above statues and regulations, the Recipient must comply with the following:

The 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 the 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. Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. 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 Recipient and any land use permitted by or engaged in by the 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 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. 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.

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 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 designated 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
- 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 44CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process. You are reminded that no construction may occur in this phase, that a full environmental review must be completed prior to funding Phase II.

As a reminder, the 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" (44 CFR 13 (c)):
- 2. A change in the scope of work must be approved by FEMA in advance regardless of the budget implications; and
- 3. The 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 60 days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Recipient assures that it will comply with the following statues and regulations, to the extent applicable:

- 1) 53 Federal Register 8034
- 2) Federal Acquisition Regulations 31.2 and 031.2
- 3) Section 1352, Title 31, US Code
- 4) OMB Circulars A-21, A-87, A-110, A-122
- 5) Chapter 473, Florida Statutes
- 6) Chapter 215, Florida Statutes
- 7) Section 768.28, Florida Statutes
- 8) Chapter 119, Florida Statutes
- 9) Section 216.181(6), Florida Statutes
- 10) Cash Management Improvement Act Of 1990
- 11) American with Disabilities Act
- 12) Section 112.061, Florida Statutes
- 13) Immigration and Nationality Act
- 14) Section 286.011, Florida Statutes

- 15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule,
- 16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 19) 28 CFR applicable to grants and cooperative agreements
- 20) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 21) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 22) Section 504 of the Rehabilitation Act of 1973, as amended;
- 23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 24) 28 CFR Part 42, Subparts C,D,E, and G
- 25) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the 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 a 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 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 Recipient or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose state above;
- (d) All 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 Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All 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 the 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 Recipient receives 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 Recipient, this assurance shall obligate the 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;

- 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 qualified 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, FS;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 USC 594, 598, 600-605 (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 USC 4002-4107, 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;
- (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 Accessability Standards," (AS) which is Appendix A to 41 <u>CFR</u> Section 101-19.6 for general type buildings and Appendix A to 24 <u>CFR</u> Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (I) 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 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of

Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) 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 CFR 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), 16 U.S.C. 470f, and implementing regulations in 36 CFR part 800.

- When any of Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the Federal Emergency Management Agency (FEMA) may require 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, 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) 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 for 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 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 of archeological data from the property.

If Recipient is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". 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 15 calendar days of receipt of the treatment plan, FEMA may direct Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

- (6) 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 an 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. Recipient acknowledges that FEMA may require 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. Recipient further acknowledges that FEMA may require Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Recipient also acknowledges that FEMA will require, and Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
- (7) 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, Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

- (m) 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;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism:
- (0) 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;
- (p) 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;
- (q) 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:
- (r) 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;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 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 nation origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626;
- (v) It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) 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;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) 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, regarding the protection of underground water sources;
- (cc) 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;

- (dd) 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;
- (ee) 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);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - Create and make available documentation sufficient to demonstrate that the 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 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 Hazards Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - 5. Provide supervision over contractors or employees employed by 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 contractors work.
 - 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 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
 - 12. Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION GRANT PROGRAM FUNDS

ADDRESS: CITY, STATE, ZIP CODE: PAYMENT No: PAYMENT No: DEM Agreement No: 10HM-88-06-69-01-007 FEMA Tracking Numbers: 1785-20-R Eligible Amount 75% Obligated Non-Federal 25% Previous Payments Request Approved Comments * TOTAL CURRENT REQUEST \$ I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts. RECIPIENT SIGNATURE NAME AND TITLE TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT APPROVED PROJECT TOTAL \$ ADMINISTRATIVE COST \$ GOVERNOR'S AUTHORIZED REPRESENTATIVE APPROVED FOR PAYMENT \$ DATE	RECIPIEN	I NAME:Sei	minole County Bo	ard of County C	ommissioners			
PAYMENT No:	ADDRESS:	ADDRESS:						
PAYMENT No:	CITY, STA	TE, ZIP CODE:						
Eligible Amount Federal 75% Payments Request DEM Use Only Approved Comments TOTAL CURRENT REQUEST \$ I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts. RECIPIENT SIGNATURE NAME AND TITLE TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT APPROVED PROJECT TOTAL \$ ADMINISTRATIVE COST \$ GOVERNOR'S AUTHORIZED REPRESENTATIVE APPROVED FOR PAYMENT \$						ent No: <u>10HM-8</u>	8-06-69-01-007	
Amount 100% Federal 75% Non-Federal 25% Payments Current Request Approved Comments TOTAL CURRENT REQUEST \$ I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts. RECIPIENT SIGNATURE	FEMA Trac	king Numbers: 17	85-20-R_					
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RECIPIENT SIGNATURE	were made	in accordance wit	knowledge and the half conditions o	belief the above	e accounts are	correct, and that	all disbursements and has not been	
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				GOVERNOR'S	AUTHORIZED	KEPKESENTAT	IVE	
	APPROVED	FOR PAYMENT	\$	DATE				

Attachment D (continued)

DIVISION OF EMERGENCY MANAGEMENT

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION GRANT PROGRAM

Applicant:	Semino	le County	Board	of Coun	ty Commissioners
	ster No	1785			

DEM Agreement No. <u>10HM-88-06-69-01-007</u>

FEMA Tracking # <u>1785-20-R</u>

Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
	of articles, completion of work or performance	of articles, completion of work or performance of articles, completion of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

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

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet.

· · · · · · · · · · · · · · · · · · ·	DESCRIPTION	(A) FFY 2007-2008	(B) FFY 2008-2009	(C) FFY 2009-2010	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOY	VED CALULATION:			
	x \$ _		_ =	
Cell D3		HMGP Award (Do not include match)		MAXIMUM ADVANCE

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- [] Recipient has no previous HMGP contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- [] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2009-2010 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment F

DIVISION OF EMERGENCY MANAGEMENT HAZARD MITIGATION GRANT PROGRAM

QUARTERLY REPORT FORM

RECIPIENT: Seminole County Board of County Commissione	<u>rs</u> Project Number # <u>_1785-20-R</u>
PROJECT LOCATION: Wind Retrofit	DEM ID #: _10HM-88-06-69-01-007
DISASTER NUMBER: FEMA-1785-DR-FL	QUARTER ENDING:
Provide amount of advance funds disbursed for period (if applications for this project:	ble) \$
July-Sep, 200_\$ Oct-Dec, 200_\$ Jan-Mar, 2	200\$ Apr-June, 200\$
July-Sep, 200\$ Oct-Dec, 200\$ Jan-Mar, 2	200\$ Apr-June, 200\$
Percentage of Work Completed (may be confirmed by state insp	ectors):%
Project Proceeding on Schedule: [] Yes [] No	
Describe milestones achieved during this quarter:	
Provide a schedule for the remainder of work to project completion	on:
Describe problems or circumstances affecting completion date, r	•
Cost Status: [] Cost Unchanged [] Under Budget Additional Comments/Elaboration:	[] Over Budget
NOTE: Division of Emergency Management (DEM) staff may pe any time. Events may occur between quarterly reports, which ha project(s), such as anticipated overruns, changes in scope of wor soon as these conditions become known, otherwise you may be award.	ve significant impact upon your k, etc. Please contact the Division as
Name and Phone Number of Person Completing This Form	

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation...

Competition.

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

Codes of conduct.

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

Business Hours

The 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 a.m. to 5:00 p.m., local time, Monday through Friday.

<u>Licensing and Permitting</u>
All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contr	ractor Covered Transactions	
(1)		ither it nor its principals is presently debarred, suspended, eligible, or voluntarily excluded from participation in this
(2)	Where the Recipient's contractor is u contractor shall attach an explanation	nable to certify to the above statement, the prospective in to this form.
CONT	FRACTOR:	
By:	nature	Recipient's Name
Name	and Title	Division Contract Number
Street	Address	
City, S	State, Zip	
Date		

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Emergency Medical Services County Grant Program - Grant Application and Resolution

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs CONTACT: Tad Stone, Jennifer Bero EXT: 5001, 7163

MOTION/RECOMMENDATION:

(1) Approve submission of a grant application to the Florida Department of Health requesting the allocation of \$307,668.00 through their Emergency Medical Services County Grant Program; (2) approve and authorize the Chairman to execute a supporting resolution that certifies use of the funds; and (3) authorize the Chairman to execute any other documents required for the grant application submission.

County-wide Jennifer Bero

BACKGROUND:

The Florida Department of Health provides annual funding to local government for the improvement and expansion of emergency medical services (EMS). These dollars are deposited into the state EMS Trust Fund from traffic fine surcharges as specified in FS 401.113(1).

Staff received notification that the FY 2009/10 allotment to Seminole County is \$307,688.00. For the funds to be received, the county must submit an application identifying how the dollars will be utilized and accepting the terms and conditions of the grant. The proposed projects are to purchase and install Tone Alerting and Simulation Lab equipment, and to secure National Accreditation of the Fire Division for EMS Services. Please see the attached abstract for more project information and the attached draft application for the grant terms and conditions.

Also, the grantor requires with the application a current resolution from the Board certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures. Such resolution is attached for Board approval.

Although there is no match required for the grant, the cost of the three projects combined exceeds the current award amount. The existing balance in the EMS Trust Fund from previous awards combined with the current award is more than sufficient to accommodate the proposed project costs. The budget amendment request to allocate the anticipated revenue and expenditures will be presented for Board approval upon notice of grant award.

STAFF RECOMMENDATION:

Staff recommends that the Board approve to submit a grant application to the Florida Department of Health requesting the allocation of \$307,668.00 through their Emergency Medical Services County Grant Program; approve and authorize the Chairman to execute a supporting resolution that certifies use of the funds; and authorize the Chairman to execute any other documents required for the application submission.

ATTACHMENTS:

- 1. Project Summary
- 2. Resolution
- 3. Application with Grant Terms

Additionally Reviewed By:

■ Budget Review (Lisa Spriggs)

County Attorney Review (Arnold Schneider)

GRANT PROPOSAL REVIEW FORM – ABSTRACT GRANTS ADMINISTRATION DIVISION

FUNDER:	Florida Department of Health
DATE DUE:	January 29, 2010
	Tone Alerting Project; Simulation Lab Project; National Accreditation
DEPARTMENT:	
	•
PROJECT MANAGI	ER: Tad Stone, Public Safety Department Director

PROJECT DESCRIPTION: The following describes the three proposed projects:

- (1) The existing **Motorola 2 Tone** does not allow for the simultaneous alerting and notification of EMS/Fire/Rescue system (which includes all providers operating within Seminole County) and this has a direct impact on overall countywide response times. The "Motorola 2 tone" system broadcasts in sequential tones causing up to a 60 second delay in the EMS/Fire/Rescue notification and alerting process. The current RF/Analog system does not meet the requirements of NFPA 1221 or NFPA 1710. There are not any redundant EMS/Fire/Rescue notification platforms in place in the event of any failure in the current system. This proposed system will capture the framework of the existing FCC licensed VHF frequencies as well as the fiber optic network in place throughout the county. This will move the alert toning and notification system to a complete digital format and reduce ALL notifications to less than 1 second. This system will also provide redundancy to the notification system. The County has advertised and received all the necessary information through a RFP/RFI process and has negotiated with a vendor for the best and lowest fixed price. **(\$553,350.00)**
- Training Center. The spaced will be utilized for dedicated Emergency Medical Services simulation training and will consist of a small classroom area, a simulation area and an observation area. The simulation area will mimic several scenarios typically encountered in the home environment such as a child's crib area, a bedroom and a kitchen area which are typical locations in the home that patient care is provided. The area will provide real time simulation in the medical care of the sick and injured and will provide the opportunity for personnel to receive required continuing education credits. (\$38,900.00)
- (3) The last one is for **national accreditation** of the Seminole County EMS/Fire/Rescue Division for the EMS service. This pays for the fees and the travel costs of the accreditation team. **(\$13,000.00)**

CURRENT GRANT AMOUN	T:	\$307,668.00
PREVIOUSLY AWARDED (EMS Trust Fund):		\$297,582.00
TOTAL PROJECT COST:		\$605,250.00
GRANT FUNDING TYPE:	□COMPETITIVE	▼ ENTITLEMENT

WHEREAS, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "County") is charged with responsibility of providing emergency medical services ("EMS") for the unincorporated areas of the County as well as for certain of the incorporated municipalities therein; and

whereas, it is the intent of the Board that the EMS provided by and through the County's Public Safety Department be adequately staffed, equipped, trained and coordinated within the Department as well as better coordinated with other public safety agencies within the County and the larger metropolitan area; and

WHEREAS, meeting the aforementioned objectives necessarily entails the enhancement and expansion over presently provided levels of EMS; and

WHEREAS, the Florida Legislature has enacted various fines and surcharges for certain traffic and boating offenses as described in sections 316.061, 361.192, 318.21 and 938.07, Florida Statutes, portions of which are deposited to the State's Emergency Medical Services Trust Fund and applied in accordance with section 401.113, Florida Statutes; and

WHEREAS, up to forty-five percent (45%) of the moneys in the State's Emergency Medical Services Trust Fund are to be returned to the counties according to the proportion of the combined amount

deposited to the Trust Fund from the county where the moneys were collected; and

WHEREAS, such distributions must be used for the improvement and expansion of pre-hospital EMS and related services within the County's service area and as described in section 401.113(b), Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:

- (1) The above recitals are true and correct and form a material part of this Resolution.
- (2) The Board hereby approves and authorizes staff to submit an application to the Florida Department of Health, Bureau of Emergency Medical Services for a fiscal year 2009-2010 EMS grant award from the State's Emergency Medical Services Trust Fund.
- (3) The Board hereby certifies that it shall only use grant proceeds for the enhancement and expansion of EMS services as heretofore described and shall adhere to all of the terms and conditions of the Grant Application Packet attached hereto as Exhibit "A" and incorporated herein by reference.

ADOPTED this day of _	, 2010.
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE	BOB DALLARI, Chairman
Clerk to the Board of	
County Commissioners of	
Seminole County, Florida	

Attachment:

Exhibit "A" - EMS County Grant Application Packet

P:\Users\ssharrer\RES\2010\2009-2010 EMS Grant.doc



Charlie Crist Governor Ana M. Viamonte Ros, M.D., M.P.H. State Surgeon General

October 23, 2009

Chairperson Seminole County BOCC 1101 E. 1st Street Sanford, FL 32771

Dear Chairperson:

We are pleased to announce that effective the date above you may apply for your county's state EMS annual grant for the improvement and expansion of emergency medical services (EMS). The amount of your grant award is \$307,668.00. The sum is 45 percent of the funds your county deposited into the state EMS Trust Fund for traffic fine surcharges as specified in Section 401.113(1), Florida Statutes.

This grant is not competitive and your application for funds to improve and expand EMS will be approved if the required forms are properly completed, signed, and submitted. Also, your organization must be in compliance with other state grant requirements. Replacement and ongoing costs are not allowable. We are again using the 2002 edition grant booklet and forms. If you need a copy please contact me or obtain them online at http://www.fl-ems.com/Grants/Grants.html.

The application forms are pages 3-5 in the grant booklet. Item 4 in the application form describes and requires a current resolution from the Board of County Commissioners (BOCC). Complete and return the original plus one copy of DH Form 1684, DH Form 1767P, and the resolution (all three documents must be signed) to the following address:

EMS County Grant Program DOH Emergency Medical Services 4052 Bald Cypress Way, Bin C18 Tallahassee, FL 32399-1738

The deadline for us to receive completed applications is January 29, 2010, 5:00 PM, Eastern Standard Time. We will process completed applications after this deadline for those who will receive advance payment of your grant funds.

Thank you for your cooperation and support to improve and expand access to quality EMS. Please contact me at telephone (850) 245–4440, extension *2734, if you have any questions.

Sincerely,

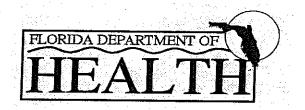
Alan Van Lewen

Health Services and Facilities Consultant

Alan Van Lowen

Grants Unit

cc: Mr. Tad Stone



FLORIDA DEPARTMENT OF HEALTH BUREAU OF EMERGENCY MEDICAL SERVICES

EMS COUNTY GRANT PROGRAM APPLICATION PACKET

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EMS COUNTY GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH Bureau of Emergency Medical Services

Complete all items

ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank) C			
1. County Name: Seminole County			
Business Address: 1101 E 1st Street			
Sanford, Florida 32771			
Telephone: 407-665-5000			
Federal Tax ID Number (Nine Digit Number). VF 596000856			
2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application. Signature: Date:			
Printed Name: Bob Dallari			
Position Title: Chairman, Board of County Comissioners			
3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.) Name: T.E. Stone			
Position Title: Director of Public Safety			
Address: 150 Bush Blvd			
Sanford, Florida 32771			
Telephone: 407-665-5000 Fax Number: 407-665-5036			
E-mail Address: Fstone@seminolecountyfl.gov			
4. Resolution: Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.			
5. Budget: Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below. (Use additional pages if necessary)			
Seminole			

BUDGET PAGE

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours	Amount
	0
TOTAL Salaries TOTAL FICA	
Grand total Salaries and FICA	

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature <u>excluding</u> expenditures classified

as operating capital outlay (see next category).

to operating capital called from the called only).	 A control of the second
List the Item and, if applicable, the quantity	Amount and a second
Labor associated with Tone Alerting Project	22,000
Labor associated with Simulation Lab Project	25,000
Cost associated with CAAS	12 000
COSC ASSOCIATED WITH CAAS	13.000

TOTAL	\$ 60 000
	de la companya del companya de la companya de la companya del companya de la companya del la companya de la com

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

Crone (1) year or more. List the item and, if applicable, the quantity	The state of the second
Equipment for Tone Alerting Project	531,350
Equipment for Simulation Lab Project	13,900
TOTAL	\$ 545,250
Grand Total	\$ <u>605</u> ,250

FLORIDA DEPARTMENT OF HEALTH EMS GRANT PROGRAM

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(b), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS.

DOH Remit Payment To:			
Name of Agency:	Seminole Count	У	
Mailing Address:	1101 E lst. Stree	et	
	Sanford, Florida	32771	
Federal Identification Nur	nber <u>596000856</u>		
Authorized Agency Officia	al: Signature	Date	
	Bob Dallari		
	Bob Dallari Type Name and T	itle	
Sign and	return this page with your applica	tion to:	
Florida Department of Health BEMS Grant Program 4052 Bald Cypress Way, Bin C18 Tallahassee, Florida 32399-1738			
Do not write below this line. Fo	r use by Bureau of Emergency Med	dical Services personnel only	
Grant Amount For State To Pay:	\$ Grant I	D Code:	
Approved By:Signature of EMS State Fiscal Year:	Grant Officer	Date	
<u>Organization Code</u> <u>E.O.</u> 64-42-10-00-000	OCA <u>Object Code</u> 750000		
Federal Tax ID: VF			
Grant Beginning Date:	Grant Ending Date: _		
DH Form 1767P, December 2008	64J-1.015, F.A.C.		

5

Department of Health EMS GRANT PROGRAM CHANGE REQUEST

Name of Grantee:	Grant ID Code:	. <u></u>
BUDGET LINE ITEM	CHANGE FROM	CHANGE TO
TOTAL	\$	\$
Justification For Change:		
Signature of Authorized Official		Date
For department	use only.	
Approved Yes No Ch	ange No:	
	·	
Department's Authorized Representative	 Date	

Department of Health EMS GRANT PROGRAM EXPENDITURE REPORT

Name of Grantee: Grant ID Code:	•
Time Period Covered: Beginning Date: Ending Date:	<u>-</u>
Earned Interest: Amount \$; as of	
Day Month Year Final Report (Check one): Yes No	
Major Line Items	TOTAL
Approved Budget Expenditure by Major Line Item(s)	\$
TOTAL BUDGETED EXPENDITURES	\$
	<u> </u>
Actual Expenditure to Date by Major Line Item(s)	\$
	·
TOTAL EXPENDITURES	\$
BALANCE (Budgeted Less Actual Expenditures)	\$
Include with the progress notes an explanation of how project personnel, equipment, and any problems	s or barriers
may impact on the grant progress. I certify the above reports are true and correct. Expenditures were made only for items allowed by	
the above referenced grant.	
Signature of Authorized Official Da	ite

GENERAL CONDITIONS AND REQUIREMENTS

The EMS County grant general conditions and requirements are an integral part of the county grant agreement between the agency/organization (grantee) and the state of Florida, Department of Health (grantor or department). In the event of a conflict, the following requirements shall always be controlling:

FINANCIAL

FUND ACCOUNTING:

All state EMS grant funds shall be deposited by the grantee in an account maintained by the grantee, and assigned an unique accounting code designator for all grant deposits and disbursements or expenditures thereof. All state EMS grant funds in the account maintained by the grantee shall be accounted for separately from all other grantee funds.

USE OF COUNTY GRANT FUNDS:

All state EMS grant funds shall be used between the beginning and ending dates of the grant solely for activities as outlined in the Notice of Grant Award letter, its attachments if any, and the application including its budget with its revisions, if any, on file in the state EMS office.

The grantee is not restricted to staying within the line item amounts within the approved grant budget. However, the grantee must adhere to the approved total grant budget. Any expenditures beyond this budget are the full responsibility of the grantee.

ROLLOVERS

Any unencumbered EMS county grant program funds as of September 30, of each year, including interest, remaining in the assigned grantee account at the end of a grant period shall be reported to the department. The grantee will retain these funds in the EMS County Grant account and include them in a budget revision request after receipt of approval of their next county grant application.

DISALLOWED EXPENDITURES

No expenditures are allowable as grant costs unless they are clearly specified as a line item in the approved grant budget, including approved change requests, or are clearly included under an existing line item.

Any disallowed EMS county grant expenditure shall be returned to the EMS county grant account maintained by the grantee within 40 days after the department's notification. The costs of disallowed items are the responsibility of the county.

VEHICLES AND EQUIPMENT

The grantee shall own all items, including vehicles and equipment purchased with the state EMS grant funds, unless otherwise described in the approved grant application. The grantee shall clearly document the assignment of equipment ownership and usage; and maintain these documents so they are available to the department. The owner of the vehicle shall be responsible for the proper insurance, licensing and, permitting and maintenance. All equipment purchased with grant funds shall continue to be used for pre-hospital EMS or the purpose for which it was purchased throughout its useful life. When any grant-funded equipment is no longer usable, it may be sold for scrap or disposed of in the customary procedure of the receiving agency.

TRANSFER OF PROPERTY

A private organization owning any equipment funded through the grant program in whole or in part and purchased that equipment to provide services for a municipality, county or other public agency ceasing operation within five years of the ending date of a grant awarded to the organization shall transfer the equipment or other items to the local agency. There shall be no cost to the recipient organization. This provision is applicable when services cease operating due to a contract ending as well as any other reason.

REQUESTS FOR CHANGE

After a grant has been awarded, all requests for change shall be on DH Form 1684C EMS Grant Program Change Request, December 2008. The grantee shall obtain written approval from the department prior to making the requested changes. The following changes must be requested:

- 1. Changes in the project activities.
- 2. Redistribution of the funds between entities or equipment approved.
- 3. Establishing a new line item in the budget.
- 4. Changing a salary rate more than 10%.

SUPPLANTING FUNDS

The applicant cannot propose to use grant funds to supplant or replace any county or other funding source. Funds received under the county award grant program cannot be used to fulfill the matching requirement for the matching grant program.

DEPOSIT OF FUNDS

County grant funds provided to an applicant shall be deposited in a separate account. All interest earned shall be documented on the required reports.

REPORTS

Each grantee shall submit two reports to the department. The due dates for the required reports shall be specified in the letter from the department notifying the grantee of the grant award. These reports shall include, at a minimum, a narrative of the activities completed or the progress of grant activities during the reporting period. A report shall be submitted by the due date whether or not any action or expenditures have occurred.

GRANT SIGNATURE

The authorized individual listed on page one of the application shall sign each original application. Should this not be possible before the due date a letter shall be submitted to the department explaining why and when the signed application shall be received.

RECORDS

The grantee shall maintain financial and other documents related to the grant to support all revenue and expenditures. A file shall be maintained by the grantee, which includes a copy of the "Notice of Grant Award" letter, a copy of the application and department approved budget and a copy of all approved changes.

FINAL REPORTS

Within 120 days of the grant ending date a final report shall be submitted to the department. The final report shall at a minimum contain a narrative describing the activities conducted including any bid or purchasing process and a copy of all invoices, canceled checks relating to the purchase of any equipment and supplies. If the activity funded was for training a list of all individuals receiving the training shall be submitted along with the dates, times and location of the training. If the grant was for training to be obtained by staff then a copy of all invoices and payment documents for the training shall also be submitted.

COMMUNICATIONS EQUIPMENT

The grantee shall have all communications activities, services, and equipment approved in writing by the Department of Management Services, Information Technology Program (ITP). The approval shall be dated after the beginning date of the grant. Any commitment to purchase the requested equipment and service shall also be dated after the beginning date of the grant.

EXPENDITURES

No expenditures may be incurred prior to the grant starting date or after the grant ending date. Rollover funds may be used to meet expenditures prior to receipt of current year funds.

CREDIT STATEMENT

The grantee ensures that where activities supported by this grant produce original writing, sound recording, pictorial reproductions, drawings or other graphic representations and works of any other nature, notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement:

"Sponsored by [Your Organization's Name] and the State of Florida, Department of Health, Bureau of Emergency Medical Services."

If the sponsorship reference is in written or other visual material, the words, "State of Florida, Department of Health, Bureau of Emergency Medical Services" shall appear in the same size letter or type as the name of the grantee's organization.

One complimentary copy of all such materials shall be sent to the department within three weeks of their reproduction and delivery to the grantee.

If the proper credit statement is not included, or if a copy of each item produced is not provided to the department within three weeks, the cost for any such materials produced shall be disallowed.

Where activities supported by this grant produce writing, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, the department has the right to use, duplicate and disclose such materials in whole or in part, in any manner or purpose whatsoever and others acting on behalf of the department. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefits of the state. Pursuant to section 286.02 (1), F.S., no person, firm or corporation, including parties to this grant, shall be entitled to use the copyright, patent or trademark without the prior written consent of the Department of State.

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This is applicable, if the provider or grantee, hereinafter referred to as provider, is any local government entity, nonprofit organization, or for-profit organization. An audit, performed in accordance with section 215.97, F.S. by the Auditor General shall satisfy the requirement of this attachment.

STATE FUNDED

This part is applicable if the provider is a nonprofit organization that expends a total of \$100,000 or more in funds from the department during its fiscal year, which was not paid from a rate contract based on a set state or area-wide fixed rate for service, and of which less that

\$300,000 is federally funded. The determination of when a provider has "expended" funds is based on when the activity related to the award occurs.

The grantee agrees to have an annual financial audit performed by independent auditors in accordance with the current Government Auditing Standards issued by the Comptroller General of the United States. Such audits shall cover the entire organization for the organization's fiscal year. The scope of the audit performed shall cover the financial statements and include reports on internal control and compliance. The reporting package shall include a schedule that discloses the amount of expenditures and/or receipts by grant number for each grant with the department in effect during the audit period. Compliance findings related to grants with the department shall be based on the grant requirements, including any rules, regulations, or statutes referenced in the grant. The financial statements shall disclose whether or not the matching requirement was met for each applicable grant. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department grant involved. If the grantee receives funds from a grants and aids appropriation, the provider shall have an audit, or submit an attestation statement, in accordance with Section 215.97, F. S. The audit report shall include a schedule of financial assistance, which discloses each state grant by number and indicates which grants are funded from state grants and aids appropriations. The grantee has "received" funds when it has obtained cash from the department or when it has incurred reimbursable expenses.

The grantee agrees to submit the required reports.

SUBMISSION OF AUDIT REPORTS

Copies of the audit report and any management letter by the independent auditors, or attestation statement, required by this attachment shall be submitted within 180 days after the end of the grantee's fiscal year to the following, unless otherwise required by F. S.:

A. Send one copy to:

Florida Department of Health Contract Administrative Monitoring Unit 4052 Bald Cypress Way, BIN B01 Tallahassee, Florida 32399-1729

B. Submit to this address only those audits performed or attestation statements prepared in accordance with Section 215.97, F. S.:

Send two copies to:

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

C. Do not send this report to the state Bureau of EMS.

RECORDS RETENTION

The grantee shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of <u>five years</u> from the date the audit report is issued, unless extended in writing by the department.

BOCCEDDI R5509009

COUNTY COMMISSION - SEMINOLE SECT/PUND EXPENDITURE STATUS - LVL 5

11,004/09 11:05:13 Page -

For the Fourteen Periods Ending September 30, 2008

055018 ADMINSTRATION/EMS TRUST \$00000 EXPENDITURES/EXPENSES \$10000 PERSONAL SERVICES \$10100 Salaries and Wages \$10200 Fringes and Contributions \$30300 Operating Expenditures \$30400 Travel and Per Diem 2,500 \$30440 Repairs and Maintenance 1,000 \$30440 Repairs and Maintenance 15,000 \$30490 Charges/Obligations-Contingenc 332,591 \$30510 Office Supplies 1,500 \$30520 Operating Supplies 15,100 \$30540 Books, Dues Publications 8,000 \$30500 Operating Expenditures 376,091 \$30500 CAPITAL OUTLAY 376,091 \$60000 CAPITAL OUTLAY \$60000 CAPITAL OUTLAY \$60000 Capital Outlay \$0,000 \$6002 Equipment > \$4099 \$0,000			OUISIANDING	2010110110		
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er er	347,591	215.70		3,847.63	343,743.37	56
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S60000 CAPITAL OUTLAY 50,000	78,500	- The state of the		27,792.00	50,708.00	65
500000 EXPENDITURES/EXPENSES 426,091	426,091	215.70		31,639.63	394,451.37	93
0SS018 ADMINSTRATION/EMS TRUST 426,091	426,091	215.70		51,639,63	394,451.37	93
	426,091	215.70		31,639.63	394,451.37	.
426,091	425,091	215.70		31,639.63	394,451.37	93

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Page -

COUNTY COMMISSION - SEMINOLE SECT/FUND EXPENDITURE STATUS - LVL 5

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tember 30, 2009
Ending Sep
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he Fourtee

Description	ORIGINAL BUDGET	CURRENT	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXPENDITURES	AVA!LABLE BALANCE	% AVAL
055018 ADMINSTRATION/EMS TRUST		a. Paras demanda de Artino de destado de den		· Daylor - September - Septemb	**************************************	annundere den den gescheiden Aufgeber gescheiden gescheiden der der seine der der der der der der der der der	
510000 PERSONAL SERVICES							
510100 Salaries and Wages							
510200 Fringes and Contributions							
530000 OPERATING EXPENDITURES							
530300 Operating Expenditures							
530310 Professional Services				1,500.00	16,500.00	18,000.00-	
530400 Travel and Per Dlem	2,500	2,500				2,500.00	100
530440 Rental and Leases	1,000	1,000				1,000.00	100
530460 Repairs and Maintenance	15,000	15,000			-	15,000.00	100
530470 Printing and Binding	400	400				400.00	100
S30499 Charges/Obligations-Contingenc	491,528	496,284				496,284.00	100
530510 Office Supplies	1,500	1,500				1,500.00	100
530520 Operating Supplies	15,100	15,100				15,100.00	100
530540 Books, Dues Publications	8,000	8,000				8,000.00	100
530300 Operating Expenditures	535,028	539,784		1,500.00	16,500.00	521,784.00	76
530000 OPERATING EXPENDITURES 560000 CAPITAL OUTLAY 560001 Capital Outlay	535,028	539,784		1,500.00	16,500 00	521,784.00	16
500000 EXPENDITURES/EXPENSES	535,028	539,784	A PRINCES OF THE PRIN	1,500.00	16,500.00	521,784.00	26
055018 ADMINSTRATION/EMS TRUST	535,028	539,784		1,500.00	16,500.00	\$21,784.00	76
11800 EMS TRUST FUND	535,028	539,784		1,500,00	16,500.00	521,784.00	46
	535,028	539,784		1,500,00	16,500.00	521,784.00	46

BOCC0001 R5509009

COUNTY COMMISSION - SEMINOLE SECTIFUND EXPENDITURE STATUS - LVL 5

11/04/09 11:05:47 Page - 2

For the Two Periods Ending November 30, 2009

Description	ORIGINAL BUDGET	CURRENT	PERJOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXPENDITURES	AVAILABLE	% AVAL
055018 ADMINSTRATION/EMS TRUST 500000 EXPENDITURES/EXPENSES 540000 PERSCANAL SERVICES	÷						
510100 Salarles and Wages							
510200 Fringes and Convibutions							
530000 OPERATING EXPENDITURES							
530300 Operating Expenditures							
530400 Travel and Per Diem	2,500	2,500				2,500,00	100
S30440 Rental and Leases	1,000	1,000				1,000.00	100
530460 Repairs and Maintenance	15,000	15,000				15,000.00	100
530470 Printing and Binding	400	400				400.00	100
530499 Charges/Obligations-Contingend	600,784	600,784				600,784.00	100
530510 Office Supplies	1,500	1,500				1,500.00	100
530520 Operating Supplies	15,100	15,100				15,100.00	100
530300 Operaling Expenditures	636,284	636,284				636,284.00	100
 530000 OPERATING EXPENDITURES 560000 CAPITAL OUTLAY	636,284	636,284	A A SA	o organización de despresa esta esta esta esta esta esta esta e	Andrew and the state of the sta	636,284.00	100
560001 Capital Outlay							
560650 Construction in Progress	30,000	300,00				30,000.00	100
560001 Capital Outlay	000'0E	30,000		AND AND AND AND AND AND AND AND AND AND		30,000,00	100
560000 CAPITAL OUTLAY	30,000	30,000		**		30,000.00	100
S00000 EXPENDITURES/EXPENSES	666,284	656,284		***************************************	·	666,284.00	100
. 055018 ADMINSTRATION/EMSTRUST	666,284	666,284				666,284.00	100
11800 EMSTRUST FUND	566,284	666,284				566,284.00	100
	666.284	566,284				666,284.00	100

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BAR #10-30 - \$377,355 - Public Safety - Public Safety Grants Fund & Fire

Protection Fund - Hazard Mitigation Grant

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs CONTACT: Lin Polk EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-30 through the Public Safety Grants Fund & Fire Protection Fund in the amount of \$377,355.00 to allocate funds from the Florida Division of Emergency Management's Hazard Mitigation Grant Program.

County-wide Lin Polk

BACKGROUND:

The Florida Division of Emergency Management (FDEM), through their Hazard Mitigation Grant Program, has approved Seminole County's request for funding of a wind retrofit project.

The total project cost is \$377,355.00; with \$283,016.00 (75%) funded by the grant and a \$94,339.00 (25%) local-match provided through the Fire Protection Fund reserve account.

The project will consist of purchasing and installing Florida Certified Large Missile Impact hurricane barriers on the following seven (7) fire stations:

- Station #12 325 Douglas Ave., Altamonte Springs
- Station #14 600 Hattaway Dr., Altamonte Springs
- Station #16 930 Wekiva Springs Rd., Longwood
- Station #22 7122 US 17-92, Fern Park
- Station #23 4810 Howell Branch Rd., Winter Park
- Station #27 5280 Red Bug Rd., Casselberry
- Station #34 4905 West SR 46, Sanford

The resulting Fire Fund Reserve balance will be \$28,198,136.

The corresponding grant agreement is included in the Grants Section of this agenda.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-30 through the Public Safety Grants Fund & Fire Protection Fund in the amount of \$377,355.00 to allocate funds from the Florida Division of Emergency Management's Hazard Mitigation Grant Program.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

2010-R-	BUDG	EI AMENDMENI REQ	UESI	FS Recomme	ndation
TO:	Seminole Co	unty Board of County Co	mmissioners	R.P. Switzer	12-7-09
FROM:	Department of	of Fiscal Services		Analyst	Date
SUBJECT:	•	ndment Resolution		Budget Manager	Date
	•	Public Safety		Director	Date
Fund(s):	•	Grants Fund (Federal)	& Fire	10-30	
	Protection Fu	ind		BAR	
Haza amo	ard Mitigation Gount of \$94,339. Je Missile Impac	receipt of the Federal E Frant in the amount of \$28 00. These funds will be u at hurricane barriers at Fire	3,016.00 and allocaused to purchase ar	ate matching fund nd install Florida	ds in the Certified
ACTION:	Approval and Resolution.	authorization for the C	Chairman to execu	ute Budget Ame	endment
		.06(2), Florida Statutes, it is ne amounts set forth herein fo			nts in the
Sources: Account Num	her	Project #	Account Tit	·le	Amount
11915.3312			Wind Retrofit		283,016
11200.9999	12.599998		Reserves for Co	ntingency	94,339
Total Sources	;			_	\$ 377,355
Uses: Account Num	ber	Project #	Account Tit	:le	Amount
11915.0556	620.560630	01785020 W - (Fire Station Wind Retrofit)	Improvements o Building		283,016
11200.0105	577.560630	01785020 W - (Fire Station Wind Retrofit)	Improvements o Building	ther than	94,339
Total Uses					\$ 377,355
	E	BUDGET AMENDMENT	RESOLUTION		
adopted at th	e regular meetir	approving the al ng of the Board of County lected in the minutes of sai	Commissioners of S	udget amendme Seminole County	nt, was , Florida
Attest:					
			By: Bob Dallari,		
•	lorse, Clerk to unty Commissi		Bob Dallari,	Chairman	
Date:			Date:		
Entered by 0	County Finance	e Department			
			Date:		

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BAR #10-33- \$1,000 - Public Works - Public Works Grant Fund - adjust funding for ARRA Stimulus Grant funded Public Works project

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs CONTACT: Timothy Jecks EXT: 7181

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-33 through the Public Works Grant Fund in the amount of \$1,000 to adjust funding for ARRA Stimulus Grant funded project.

County-wide Lin Polk

BACKGROUND:

At the November 10, 2009 Board of County Commissioners meeting, the Board approved a Budget Amendment Request (BAR #10-11) to adjust the budget for the West 25th Street (CR46A) Pavement Rehabilitation - Old Lake Mary Rd to U.S. 17-92 (00283601) project to reflect a previously amended Federal ARRA Stimulus Grant amount. The total grant budget amount approved by the Board on 10/27/2009 was \$1,453,600. BAR #10-11 increased this project by \$276,600 to bring the grant budget to \$1,452,600. BAR #10-33 will increase the grant budget amount by \$1,000 to equal the amount approved by the Board on 10/27/2009.

West 25th Street (CR46A) Pavement Rehabilitation - Old Lake Mary Road to U.S. 17-92 (00283601)

The overall project includes pavement rehabilitation for West 25th Street (CR 46A) Pavement Rehabilitation from Old Lake Mary Road to U.S. 17-92 for Seminole County which will include milling and resurfacing roadway surface, installation of traffic signal loops and controls, and replacement pavement markings. The estimated completion date for this project is March 2010.

Cost Summary:

	ARRA Grant N	Non-Reimbursable	Total
Original Budget	\$ 1,176,000	\$ 250,000	\$ 1,426,000
BAR #10-11	276,600	(100,000)	176,600
Current Budget	1,452,600	150,000	1,602,600
BAR #10-33	1,000	-	1,000
Adjusted Budget	\$ 1.453.600	\$ 150.000	\$ 1.603.600

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-33 through the Public Works Grant Fund in the amount of \$1,000 to adjust funding for ARRA Stimulus Grant funded project.

ATTACHMENTS:

- 1. Board Approved LAP Agreement
- 2. Budget Amendment Request

Additionally Reviewed By: No additional reviews

Page 1 of 3

SUPPLEMENTAL NO.

DUNS NO.

80-939-7102

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT

FPN 426331-1-5801 CONTRACT NO. APK98

The <u>STATE OF FLORIDA DEPARTMENT OF TRANSPO</u> original Agreement entered into and executed on <u>July 9</u> Agreement and supplements, if any, remain in effect except	as identified above.	All provisions in the original					
The changes to the Agreement and supplements, if any, are described as follows:							
PRO	DJECT DESCRIPTION						
Name West 25 th Street/CR 46A Resurfacing	Length ~	1.2 miles					
Termini from: East of Old Lake Mary Road to US 17-92							

Description of Work:

Milling, resurfacing, and base reconstruction of West 25th Street/CR 46A from east Old Lake Mary Road to US 17-92. The project will include drainage system rehabilitation, replacement of traffic signal loops, and restriping. The project length is approximately 1.2 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

Pursuant to Paragraph 4.0 of the Local Agency Program Agreement, the Agency and the Department acknowledge and agree that the schedule of funding for construction that includes the authorized and encumbered federal funding for this American Recovery and reinvestment Act (ARRA) project shall be <u>increased</u> to an amount equal to the Agency's construction contract award amount of \$1,264,000.00 plus the amount of the Agency's original CEI estimated amount of \$189,600.00, for a total amount of \$1,453,600.00. Said revision is reflected on the Schedule of Funding, attached hereto and incorporated herein, as Exhibit "A".

Page 2 of 3

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT

FPN 426331-1-5801 CONTRACT NO. APK98

TVDE OF MODIC	-		FUNDING		
TYPE OF WORK By Fiscal Year	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning 2007-2008 2008-2009 2009-2010					
2010-2011 Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E) 2007-2008 2008-2009 2009-2010 2010-2011					
Total PD&E Cost	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00
Design 2007-2008 2008-2009 2009-2010 2010-2011					
Total Design Cost	\$0.00	\$0.00	\$0 .00	\$0.00	\$0.00
Right-of-Way 2007-2008 2008-2009 2009-2010 2010-2011					
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction 2007-2008					
2008-2009 2009-2010 2010-2011	\$1,176,000.00		\$1,264,000,00		\$1,264,000.00
Total Construction Cost	\$1,176,000.00	\$0.00	\$1,264,000.00	\$0.00	\$1,264,000.00
Construction Engineering and Inspection (CEI) 2007-2008	,				
2008-2009 2009-2010 2010-2011			\$189,600.00		\$189,600.00
Total CEI Cost	\$0.00	\$0.00	\$189,600.00	\$0.00	\$189,600.00
Total Construction & CEI Costs	\$1,176,000.00	\$0.00	\$1,453 <u>,</u> 600.00	\$0.00	\$1,453,600.00
TOTAL COST OF THE PROJECT	\$1,176,000.00	\$0.00	\$1,453,600.00	\$0.00	\$1,453,600.00

. Page 3 of 3

SUPPLEMENTAL NO.	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL	FPN 426331-1-5801
DUNS NO.	AGREEMENT	CONTRACT NO.
80-939-7102	,	APK98

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By: Name: Title:	By: Name: Rise' K. Wall Title: Director of Transportation Support
Attest: Name: Title:	Attest: Name: Title:
Date:	Date:
As to form:	As to form:
Attorney	District Attorney
	N .

Page 3A of 3

SUPPLEMENTAL NO.

1

CONTRACT NO.

80-939-7102

STATE OF FLORIDA DEPARMTENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM
SUPPLENMENTAL
AGREEMENT

CONTRACT NO.
APK98

Accepted By:	
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida	By:Bob Dallari, Chairman Board of County Commissioners Date: As authorized for execution by the
For Use and Reliance of Seminole County Only, Approved As to Form and Legality County Attorney	Board of County Commissioners at their, 2009 regular meeting.

				F5 Recomme	F5 Recommendation	
2010-R-	BUDG	ET AMENDMEI	NT REQUEST	Timothy Jecks Analyst	<u>12/8/09</u> Date	
TO:	Seminole Cou	unty Board of Co	ounty Commissioners	Financial Mgr	Date	
FROM:	Department o	f Fiscal Service	S	Budget Manager	Date	
SUBJECT:	Budget Ame	ndment Resolu	ıtion			
	Department:			Director	Date	
	()	lic Works Grant		10-33 BAR		
PURPOSE:	To adjust funded	•	Vorks ARRA Stimulus			
ACTION:	Approval and Resolution.	authorization for	or the Chairman to exe	cute Budget Am	nendment	
			tutes, it is recommended that n herein for the purpose descr		unts in the	
Sources: Account Num	her	Project #	Account Title		Amount	
	191.077507	00283601	Federal ARRA Grants – 7 (ARRA W 25 th Street Pa	Fransport vement)	\$1,000	
Total Sources	<u> </u>				\$ 1,000	
Uses: Account	Number	Project #	Account Title		Amount	
11922.0775	507.560670	00283601	Roads (ARRA W 25 th Street Pa	vement)	\$1,000	
Total Uses					\$ 1,000	
	E	SUDGET AMEN	DMENT RESOLUTION			
adopted at th	e regular meetir	ng of the Board o	g the above requested of County Commissioners o outes of said meeting.	budget amendm f Seminole Count	ent, was y, Florida	
Attest:						
			By: Bob Dalla			
•	lorse, Clerk to t unty Commissi		Bob Dalla	ri, Chairman		
Date:			Date:			
Entered by (County Finance	Department				

Date:

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BAR #10-35 - \$167,480 - Public Safety - Fire Impact Fee Fund - Carryforward of

unexpended project funding

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs CONTACT: Lin Polk EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-35 through the Fire Impact Fee Fund in the amount of \$167,480.00 in order to carryforward unexpended project funding from FY 2008/09 to FY 2009/10.

County-wide Lin Polk

BACKGROUND:

The general budgetary policy of Seminole County government is to budget the entire cost of a project (or the cost of a specific phase of a project) in the first year that it is anticipated the project (or phase) will commence. Many projects extend from one fiscal year into the next. As such, unexpended funds for projects, which have not yet been completed in one fiscal year, are carried forward into the next fiscal year.

The two EMS Transport Capable Unit (TCU) procurement projects were not fully completed during FY 2008/09 necessitating a carryforward in the amount of \$167,480 to complete the procurements and close out the projects.

These projects were not included as part of the carryforward BAR #10-08 approved by the BCC at the 12/8/09 meeting.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-35 through the Fire Impact Fee Fund in the amount of \$167,480.00 in order to carryforward unexpended project funding from FY 2008/09 to FY 2009/10.

ATTACHMENTS:

1. Budget Amendment Request

2010-R-	BUDGET AMENDMENT REQUEST			FS Recomme	ndation
TO:	Seminole Co	ounty Board of County Co	ommissioners	R.P. Switzer	<u>12-10-09</u>
FROM:		of Fiscal Services		Analyst	Date
	•			Budget Manager	Date
SUBJECT:	_	endment Resolution Public Safety		Director	Date
	•	e Impact Fee Fund			Date
PURPOSE:	` '	rd unexpended budget fo	or two EMS	10-35 BAR	
ON OOL.	•	apable Unit (TCU) procu			
ACTION:	Approval and Resolution.	d authorization for the	Chairman to exec	ute Budget Ame	endment
		9.06(2), Florida Statutes, it is he amounts set forth herein fo			nts in the
Sources: Account Num	ber	Project #	Account Ti	tle	Amount
12801.399999			Beginning Fund	Balance	167,480
Total Sources	;				\$ 167,480
Uses:					
Account Num	ber 000.560642	Project # 99956106 W	Account Ti Capital Equi		Amount 88,990
	000.560642	99956107 W	Capital Equi		78,490
Total Uses					\$ 167,480
		BUDGET AMENDMENT	RESOLUTION		
adopted at th	e regular meeti	approving the a ing of the Board of County flected in the minutes of sa	Commissioners of		
Attest:					
			By:	, Chairman	
•	lorse, Clerk to unty Commiss		Bob Dalları	, Chairman	
			Date:		
Entered by (County Financ	e Department	Doto		
			บลเษ		

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BAR # 10-36 - \$27,043 - Community Services - General Fund

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs CONTACT: Betty Segal EXT: 7171

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-36 through the General Fund in the amount of \$27,043 to carryforward funding for the Choose Life Adoption program.

County-wide Lin Polk

BACKGROUND:

The "Choose Life" tag funds are distributed annually to each county based on sales and renewals in that county by the Florida Department of Highway Safety and Motor Vehicles. Seminole County has contracted with a local agency, Adoption by Shepherd Care, Inc. to provide services as stipulated in the Florida Statutes Sections 320.08058 and 320.08062. The annual "AFFIDAVIT" and Certification Letter are presented on this agenda by Community Services.

This BAR carries forward unused Choose Life funds as of September 30, 2009 into the FY 2009/10 budget.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-36 through the General Fund in the amount of \$27,043.00 to carryforward funding for the Choose Life Adoption program.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

				FS Recomm	nendation
2010-R-	BUDG	ET AMENDMENT REQUEST		B Segal Analyst	12/14/09 Date
TO:	Seminole County Board of County Commissioners			Financial Mgr	 Date
FROM:	Department of	artment of Fiscal Services			 Date
SUBJECT:		endment Resolution		Budget Manager	
	Department: Fund(s): Ge	Community Services		Director 10-36	Date
PURPOSE:	` '		Shoosa Lifa	BAR	
PURPUSE.		y forward funding for C nse plate funding from		9/10.	
ACTION:	Approval and Resolution.	authorization for the	Chairman to exec	cute Budget A	Amendment
		0.06(2), Florida Statutes, it ne amounts set forth hereir			counts in the
Sources: Account Num	her	Project#	Account T	itle	Amount
00100.3356		110,000 #		Choose Life	
Total Sources					\$ 27,043
Uses:					
Account Num 00100.0691		Project #	Account T Other Charges/0		Amount 27,043
00100.003			Contingency		21,043
Total Uses					\$ 27,043
	I	BUDGET AMENDMEN	NT RESOLUTION		
adopted at th	e regular meeti	approving the ng of the Board of Cour lected in the minutes of	nty Commissioners of	oudget amend Seminole Cou	ment, was nty, Florida
Attest:			_		
	lorse, Clerk to unty Commiss		By: Bob Dallar	i, Chairman	
Date:			Date:		
Entered by (County Finance	e Department	Date:		
			Date		

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BCR #10-05 - \$1,500,000 - Public Works - Infrastructure Sales Tax Fund (2001) - Establishment of individual Projects for execution under the Roadway and Base Reconstruction Project Family

DEPARTMENT: Fiscal Services DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs CONTACT: Timothy Jecks EXT: 7181

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Budget Change Request (BCR) #10-05 through the Infrastructure Sales Tax Fund (2001) in the amount of \$1,500,000.00 to establish individual projects under the Roadway and Base Reconstruction Project Family in the Infrastructure Sales Tax Fund (2001) for FY 2009/10.

County-wide Lin Polk

BACKGROUND:

The FY 2009/10 Adopted Budget included \$1,500,000 in funding for general roadway and base reconstruction projects, budgeted in CIP 00227012. This master project is being broken out into six individual roadway and base reconstruction projects for better tracking of individual projects. These projects are pursuant to the county's comprehensive plan, CIE 1.9

Individual Project Funding:

Subledger	Location	Cost
00227046	CR-419	\$ 633,000
00227047	Raymond Ave.	243,000
00227048	North St. (Phase II)	79,000
00227049	EE Williamson	54,000
00227050	Brisson Ave.	262,000
00227051	Old Lake Mary Blvd. (Phase II)	229,000
		\$ 1.500.000

No additional funding is anticipated to be required to complete these projects.

CR-419, roadway and base reconstruction (00227046)

Location - From Oviedo Blvd to Waverlee Blvd, Oviedo, FL

Project Completion: 09/30/2010

Project includes asphalt overlay, full depth reclamation, and rehabilitation methods, which are designed to maintain or enhance the operational life cycle of public roadways.

Raymond Ave, roadway and base reconstruction (00227047)

Location - From SR-434 to North St, Altamonte Springs, FL

Project Completion: 09/30/2010

Project includes asphalt overlay, full depth reclamation, and rehabilitation methods, which are designed to maintain or enhance the operational life cycle of public roadways.

North St (Phase II), roadway and base reconstruction (00227048)

Location - From CR-427 to West of RR Tracks, Altamonte Springs, FL

Project Completion: 09/30/2010

Phase I of this project was done on North St from Country Club Rd to Seminole Ave, Altamonte Springs, FL. Project includes asphalt overlay, full depth reclamation, and rehabilitation methods, which are designed to maintain or enhance the operational life cycle of public roadways.

EE Williamson, roadway and base reconstruction (00227049)

Location - From 100ft West of Rangeline Rd to 100ft East of Rangeline Rd, Longwood, FL

Project Completion: 09/30/2010

Project includes asphalt overlay, full depth reclamation, and rehabilitation methods, which are designed to maintain or enhance the operational life cycle of public roadways.

Brisson Ave, roadway and base reconstruction (00227050)

Location - From SR-46 to CR-415 (Celery Ave), Sanford, FL

Project Completion: 09/30/2010

Project includes asphalt overlay, full depth reclamation, and rehabilitation methods, which are designed to maintain or enhance the operational life cycle of public roadways.

Old Lake Mary Blvd (Phase II), roadway and base reconstruction (00227051)

Location - From Airport Blvd to CR-46A (W 25th St), Sanford, FL

Project Completion: 09/30/2010

Phase I of this project was done on Old Lake Mary Blvd from N Palmetto Ave to Airport Blvd, Sanford, FL. Project includes asphalt overlay, full depth reclamation, and rehabilitation methods, which are designed to maintain or enhance the operational life cycle of public roadways.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request (BCR) #10-05 through the Infrastructure Sales Tax Fund (2001) in the amount of \$1,500,000.00 to establish individual projects under the Roadway and Base Reconstruction Project Family in the Infrastructure Sales Tax Fund (2001) for FY 2009/10.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY BUDGET REQUEST **Budget Division Use only:** 12/16/09 DATE: **BCR** \boxtimes 10-05 FROM: **Public Works** Department **Division Engineering** WHAT IS NEEDED: **Operational Adjustment** Project Adjustment More funds for Budgeted program: Program is budgeted More fund for Budgeted project: Project is budgeted but but additional funds are requested (Increased Cost) additional funds are requested. (Increased Cost) More funds for Budgeted program: Program is budgeted More fund for Budgeted project: Project is budgeted but but additional funds are requested (Increased Scope) additional funds are requested. (Increase Scope) New program or service: program or service is not in this fiscal year's budget. M New project: Project is not in this fiscal year's budget. **Detailed Explanation:** To establish Roadway and Base Reconstruction Projects in the Infrastructure Sales Tax Fund for FY 2009/10. Fund# **Fund Name** Infrastructure Sales Tax Fund - 2001 **FUND/ACCOUNT NUMBER** Project # ACCOUNT TITLE **AMOUNT TRANSFER** Construction in Progress **FROM** 11541.077541.560650 00227012 \$ 1,500,000 (Pavement Rehab Project) **TOTAL** \$ 1,500,000 FUND/ACCOUNT NUMBER Project # **ACCOUNT TITLE AMOUNT TRANSFER** Construction in Progress 00227046 TO 11541.077541.560650 \$ 633,000 (New) (CR-419) Construction in Progress 00227047 11541.077541.560650 243,000 (New) (Raymond Ave) Construction in Progress 00227048 11541.077541.560650 79,000 (New) (North St – Phase II) Construction in Progress 00227049 11541.077541.560650 54,000 (New) (EE Williamson) 00227050 Construction in Progress 262,000 11541.077541.560650 (New) (Brisson Ave) Construction in Progress (Old 00227051 11541.077541.560650 229,000 (New) Lake Mary Blvd-Phase II) **TOTAL** \$ 1,500,000

RECOMMEN	DATION:		Date	12/08/09	Analyst _	Timothy	y Jecks
REVIEW:	Financial M	lanager			i	FS Director	
BCC APPRO	Budget Ma	nager BCC Meeting Date	1/12/10	 Date Signed		Signature	Bob Dallari, Chairman
FINANCE:	Fransfer ha	as been posted	Date		Signatu	re	

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Partial Release of Code Enforcement Lien, Case # 08-145-CEB, – Consulting Group, LLC, Trustee (previous owner) and Gibraltar Real Estate & Investment, Inc.(current owner)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Alison Stettner CONTACT: Carolyn Jane Spencer EXT: 7403

MOTION/RECOMMENDATION:

Approve the Partial Release of Code Enforcement lien in the amount of \$89,000.00, Case # 08-145-CEB on the property located at 2013 Vanderbilt Point, Longwood - Consulting Group, LLC, Trustee (previous owner) and Gibraltar Real Estate & Investment, Inc. (current owner), and authorize the Chairman to execute the Partial Release of Lien.

District 5 Brenda Carey

Tina Williamson

BACKGROUND:

This application is brought forward at the request of the applicant for a release of a lien that was foreclosed and extinguished by operation of law as to a particular parcel. The Order imposing lien remains in effect as to the Violator's other real or personal property pursuant to the terms of the form of Order. While there is no legal effect of the extinguished lien, applicants are requesting a release (or satisfaction) to appease the title company's interest in clear title.

In response to a complaint, on June 30, 2008, the Code Enforcement Officer observed the following violations located at 2013 Vanderbilt Point, Longwood: The accumulation of trash and debris, uncultivated vegetation in excess of 24" in height and located within 75' from any structure and stagnant or foul water in a swimming pool in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (g), (h) and (n).

The timeline on these violations is below:

DATE	ACTION	RESULT
* May 31, 2007	Lis Pendens filed in the name of the previous owner, Magdalene Williams	The Bank of New York's Notice of Lis Pendens recorded.
* October 9, 2007	Magdalene Williams transferred ownership of this property to Consulting Group, LLC, Trustee	
* November 16, 2007	Summary Final Judgment of Foreclosure	Bank of New York's final judgment recorded.
August 22, 2008	Case opened by County in the name of the owner of record, Consulting Group, LLC, Trustee	
September 25, 2008	Code Board Hearing – Findings of Fact, Conclusions of Law and Order	Order entered by Code Enforcement Board giving a compliance date of October 13, 2008 with a fine of \$250.00

		per day if violations are not corrected by compliance date.
October 15, 2008	Affidavit of Non-Compliance filed by the Code Enforcement Officer after reinspection on October 14, 2008	Violations remain.
December 4, 2008	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien	Order entered by the Code Enforcement Board imposing a lien of \$13,000.00 with fine continuing to accrue at \$250.00 per day until compliance is obtained. This Order was recorded on December 15, 2008.
* December 23, 2008	Quit-Claim deed recorded	Quit-Claim deed transferred ownership of property from Consulting Group, LLC to Magdalene Williams
August 5, 2009	Property is in compliance as of August 5, 2009. Affidavit of Compliance was filed by Code Enforcement Officer on October 20, 2009 with invoices attached that proved the property was in compliance as of August 5, 2009.	Violations corrected. Lien totals \$89,000.00 for 356 days of non-compliance.
August 12, 2009	Certificate of Title	Property was in compliance at the time the Certificate of Title was recorded. Judgment of Foreclosure extinguished the accruing lien from the date of the Order imposing the lien until the Certificate of Title as to this parcel.

* Not part of original file

STAFF RECOMMENDATION:

Staff recommends that the Board approve the partial release of the lien in the amount of \$89,000.00 for the property located at 2013 Vanderbilt Point, Longwood, and authorize the Chairman to execute the Partial Release of Lien.

ATTACHMENTS:

- 1. Case history documents
- 2. Foreclosure documents
- 3. Property Appraiser Data
- 4. Partial Release of Lien

Additionally Reviewed By:

County Attorney Review (Melissa Clarke)

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

CEB NO. 08- 45-CEB

STATEMENT OF VIOLATION AND REQUEST FOR HEARING

Pursuant to Florida State Statute Chapter 162, and Chapter 53 Seminole County Code, the undersigned Code Enforcement Officer 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 Board.

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER: Seminole County Code, Chapter 95. Section 95.4 as defined Section 95.3 (h), (a), & (n)

LOCATION/ADDRESS WHERE VIOLATION EXISTS:

35-20-29-5GZ-0000-0800

2013 Vanderbilt PT, Longwood

Seminole County, FI

Commissioner's District: 5 Sheriff's North Region-CSA 36

NAME AND ADDRESS OF OWNER:

Consulting Group LLC, Trustee

Kimberlee Frank, Reg. Ag.

P. O. Box 521052

Longwood, FL 32752

507 East Street Longwood, FL 32779

DESCRIPTION OF VIOLATION:

Uncultivated vegetation, trash and debris, and stagnant/foul

water within a swimming pool.

DATE VIOLATION FIRST OBSERVED:

DATE 1st NOTICE OF VIOLATION:

DATE VIOLATION TO BE CORRECTED:

DATE OF REINSPECTION:

INSPECTION RESULTS:

June 30, 2008

June 30, 2008

July 14, 2008

August 8, 2008

Uncultivated vegetation and trash and debris still remains on

the property and the stagnant/foul water still remains within

the swimming pool.

Based upon the foregoing, the undersigned Code Enforcement Officer hereby certifies that the above described violation continues 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 Board for a public hearing.

DATED THIS 12th DAY OF August 2008

Deborah Leigh, Senior Code Enforcement Officer

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 12th day of August/2008 by Deborah Leigh, who is

personally known to me.

Notary Public in and for the

County and State Aforementioned....

My commission expires

CAFÉ REPORT #: 2008CE003619

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

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

CASE NO - 08-145-CEB

Petitioner,

VS.



CONSULTING GROUP LLC TRUSTEE PARCEL I.D. # 35-20-29-5GZ-0000-0800

Res	pond	ents.
-----	------	-------

NOTICE OF HEARING

To: CONSULTING GROUP LLC TRUSTEE

P O BOX 521052 LONGWOOD, FL 32752 KIMBERLEE FRANK, REG AGENT 507 EAST STREET LONGWOOD, FL 32779

NOTICE is hereby given that the Code Enforcement Board of Seminole County, Florida, intends to hold a public hearing at **1:30 PM**, or as soon thereafter as possible, at its regular meeting on **THURSDAY**, **the 25th day of September 2008**, 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 party's property. Specifically:

- 1) UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE
- 2) THE ACCUMULATION OF TRASH AND DEBRIS
- 3) STAGNANT OR FOUL WATER IN A SWIMMING OR WADING POOL

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING/CODE ENFORCEMENT BOARD 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 665-7941.

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 22nd day of August 2008.

Jane Spencer Clerk to the Code Enforcement Board Seminole County, Florida

M. .NNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BY 07071 Dec 0671 - 673. (2---)

BK 07071 Pgs 0671 - 672; (2pgs) CLERK'S # 2008110970

CODE ENFORCEMENT BOAR DECORDED 09/30/2008 02:12:17 PM SEMINOLE COUNTY, FLORIDAECORDING FEES 18.50

RECORDED BY G Harford

SEMINOLE COUNTY, a political Subdivision of the State of Florida.

CASE NO. 08-145-CEB

Petitioner.

VS.

CONSULTING GROUP, LLC, TRUSTEE PARCEL I.D. NO. – 35-20-29-5GZ-0000-0800

Respondent.

CERTIFIED COPY

CLERK OF THE

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY FI

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 08-145-CEB, it is determined that the Respondent is:

(a) the owner of record of the property (Tax Parcel ID # 35-20-29-5GZ-0000-0800) located at 2013 Vanderbilt Point, Longwood, located in Seminole County and legally described as follows:

LEG LOT 80 THE ESTATES AT SPRINGS LANDING PB 29 PGS 74 & 75

- (b) in possession or control of the property,
- in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (g) and (n), and
- (d) <u>was</u> in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (h)

It is hereby ordered that the Respondent shall correct Violations (g) and (n) on or before Lobber 1 order to correct the violations, the Respondent shall take the following remedial action:

- 1) REMOVE THE ACCUMULATION OF TRASH AND DEBRIS
- 2) REMOVE THE STAGNANT OR FOUL WATER WITHIN A SWIMMING OR WADING POOL

It is hereby ordered that the Respondent is in compliance at this time for Violation (h). In order to remain in compliance, the Respondent shall:

1) KEEP THE UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE REMOVED

If the Respondent does not comply with the Order, a fine of \$250.00 per day will be imposed for each day the violations continue or are repeated after compliance past 2000.

The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 25th day of September 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD SEMINOLE COUNTY. FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

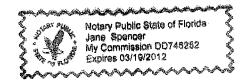
The foregoing instrument was acknowledged before me this 25th day of September 2008, by Tom Hagood, who is personally known to me.

Jane Spencer

Notary Public to and for the

County and State aforementioned.

My Commission Expires



CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

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

Petitioner,

VS.

CONSULTING GROUP, LLC, TRUSTEE PARCEL ID # 35-20-29-5GZ-0000-0800

Respondent.

CASE NO: 08-145-CEB

CERTIFIED COPY

CLERK OF THE

CODE ENFORCEMENT BOARD

SEMINOLE COUNTY, F

BY:

DATE:

AFFIDAVIT OF NON-COMPLIANCE

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

- 1. That on **September 25, 2008**, the Board held a public hearing and issued its Order
- in the above-styled matter.
- 2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **October 13, 2008.**
- 3. That a reinspection was performed on October 14, 2008.
- 4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that the trash and debris remain on the site and the stagnant/foul water remains in the swimming pool.

FURTHER AFFIANT SAYETH NOT.

DATED this 15th day of October 2008.

Deborah Leigh, Senior Code Enforcement Officer

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

The foregoing instrument was acknowledged before me this 15th day of October 2008, by Deborah Leigh, who is personally known to me and who did take an path.

Notary Public in and for the County and State Aforementioned My commission expires:

AFFNON.COM



MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2008124001 BK 07087 Pg 1658; (1pg) RECD 11/04/2008 02:55:07 PM EC FEES 10.00, RECO

MARYALLE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY

BK 07105 Pgs 1367 - 1368; (2pgs)

CODE ENFORCEMENT BOARD ERK'S # 2008137858 CORDED 12/15/2008 04:16:29 PM SEMINOLE COUNTY, FLORIDADING FEES 18.50 RECORDED BY G Harford

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

Petitioner,

VS.

BELLEN TO SANDY MCCARR

CONSULTING GROUP, LLC, TRUSTEE PARCEL I.D. NO - 35-20-29-5GZ-0000-0800

Respondent.

CASE NO. 08-145-CEB

CLERK OF TH

CODE ENFORCEMEN

SEMINQLE COU BY:

DATE

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel I.D. # 35-20-29-5GZ-0000-0800) located at 2013 Vanderbilt Pt, Longwood, located in Seminole County and legally described as follows:

LEG LOT 80 THE ESTATES AT SPRINGS LANDING PB 29 PGS 74 & 75

This case came on for public hearing before the Code Enforcement Board of Seminole County on September 25, 2008, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (g) and (n).

Said Order stated that a fine in the amount of \$250.00 per day would be imposed if the Respondent did not take certain corrective action by October 13, 2008.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on October 14, 2008.

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated September 25, 2008, the Board orders that a lien in the amount of \$13,000.00 for 52 days of non-compliance at \$250.00 per day, from October 14, 2008 through and including December 4, 2008, be imposed; and the fine shall continue to accrue at \$250.00 per day for each day the violations continue or are repeated past December 4, 2008.

The Order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violations exist and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 4th day December, 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 4th day of December, 2008, by Tom Hagood, who is personally known to me.

Jane Spencer

Notary Public to and for the

County and State aforementioned.

My Commission Expires



CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida Case No. 08-145-CEB

Petitioner,

VS.

CONSULTING GROUP, LLC, TRUSTEE, (previous owner) **GIBRALTAR REAL EST & INV INC & EAGAL PROP ACQUISTITIONS INC (new owner)** Parcel ID #: 35-20-29-5GZ-0000-0800

AFFIDAVIT OF COMPLIANCE

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

- That on September 25, 2008, the Board held a public hearing and issued 1. its Order in the above-styled matter.
- That, pursuant to said Order, Respondent was to have taken certain 2. corrective action by or before October 13, 2008.
- That evidence provided proves the property was in compliance on August 3. 5, 2009. (invoices attached)

FURTHER AFFIANT SAYETH NOT.

DATED this 20th day of October 2009

Deborah Leigh, Senior Code Enforcement Officer

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

The foregoing instrument was acknowledged before me this 20th day of October 2009, by Deborah Leigh, who is personally known to me and who did take an oath.

Notary Public in and for the County

and State Aforementions

My commission expl

2009CE003619 CMPLAFF.CEB

SEI Customs, Inc.

6160 Edgewater Drive Suite H Orlando, FL 32810

Invoice

Date	Invoice #
8/5/2009	11

Bill To	Sh
Gibraltor Real Estate	

Ship To	 	 	

P.O. Number	Terms	Rep	Ship	Via	F.C).B.	Project
			8/5/2009				
Quantity	Item Code		Descripti	on		Price Each	Amount
	26 Landscapin	remove al	aping - Clean up I debris including - pressure wash	complete hog fallen trees.	. Trim all	1,800.0	1,800.0
	1					Total	\$1,800.

SUR TOTAL DUE: TAX DUE: TOTAL DUE: QUANTITY KATE/ITEM 2.55 \$8.00 - Yardwast Inbound CHECK # Comments: jason e sellers mc 1013 ORIGINAL 至 Entry Method: Swiped Comments: DRIVER SIGNATURE: Merchant ID: 8080021286 Term ID: 0031540908960021230602 Custoner Copy THANK YOU! Sale xxxxxxxxx1013

MARYANNE MORSE, CLERK OF CIRCUIT COURT SENINGLE COUNTY

BK 06711 Fgs 1152 - 1153; (2pgs)
CLERK'S # 2007080503
RECORDED 05/31/2007 04:86:02 PM
RECORDING FEES 0.00

RECORDED BY G Harford

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IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT, IN AND FOR SEMINOLE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION CASE NO: 07-CA-1494 -14G

THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR O JPMORGAN CHASE BANK, N.A. AS TRUSTEE

PLAINTIFF

VS.

MAGDALENE WILLIAMS; UNKNOWS SPOUSE OF MAGDALENE WILLIAMS, IF ANY: ANY AND ALL UNKNOWN PARTYES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES OR OTHER CLAIMANTS; THE ESTATES AT SPRINGS LANDING HOMEOWNERS ASSOCIATION, INC; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC; JOHN DOE AND JANE DOE AS UNKNOWN TENANTS IN POSSESSION

O7 MAY 30 PM 2: 44 SEMINOLE CO. FLA.

NOTICE OF LIS PENDENS

1. TO: The above named Defendants, AND ALL OTHERS WHOM IT MAY CONCERN:

2. YOU ARE NOTIFIED of the institution of this action by the Plaintiff against your steking to foreclose the Nute and Mortgage encumbering the described property and the decreeing of a sale of the property under the direction of the court in default of the payment of the amount found to be due the Plaintiff under the thirty and Mortgage, and for other, further and general relief set forth in the Complaint.

E

DEFENDANT(S)

Prepared by: Magdalene Williams Return to: Consulting Group, LLC P.O. Box 521052 Longwood, Florida 32752

MARYANNE MURSE, CLERK OF CIRCUIT COURT SEMENDLE CORNTY BK 06837 Pns 1296 - 1297((2pgs) CLERK'S # 2007143902 RECURDED 10/09/2007 08:42:46 AM DEED DOC TAX 0.70

WARRANTY DEED TO TRUST BEEDROING FEES 18.50 RECIROLO BY L McKinley

The Grantog(s) Magdalene Williams, A single woman, of the County of Seminole and the State of Florida for and in cansideration of \$10.00, and other good and valuable considerations in hand paid, conveys, grants, pargains, sells, aliens, remises, releases, confirms and warrants under provisions of Section 689.071\Florida Statutes:

Unto 2013 Vanderbilt Point Trust /Consulting Group, LLC as Trustee (mail taxes to P.O. Box 521052, Longwood, Florida 32752) and not personally under the provisions of a trust agreement dated the 10th day of August, 2007, Rhown as Trust Number 2013 Vanderbilt Point, State of Florida to wit:

LOT 80, THE ESPATES AT SPRING LANDING, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 29, PAGES 74 AND 75, PUBLIC RECORDS OF SEMINOLE COUNTY,

FLORIDA:

THE PROPERTY BEING CONVEYED IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

Together with all the tenements, hereditaments, and appurtenances thereto, belonging or in anywise appertaining.

To Have and to Hold the said premises in fee simple forever, with the appurtenances attached thereto upon the trust and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority granted to said Trustee, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion by leases to commence now or later, and upon any terms and for any periods of time and to renew or extend leases upon any terms and for any periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract t make leases and to grant options to tease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future renters, to partition or to exchange said property or any part thereof for other real or personal property, to grant easements changes of any kind to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises do any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter. In addition, the trustee is granted all the powers under Florida Statutes, Section 689.071.

In No Case shall any party dealing with the said trustee in relation to said premises, to whom said premises or any part thereof shall be conveyed, contracted to be said, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money per or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of delivery thereof,

IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT, IN AND FOR SEMINOLE COUNTY, FLORIDA GENERAL JURISDICTION DIVISION CASE NO: 07-CA-1494-14

THE BANK OF NEW YORK TRUST COMPANY, N.A, AS SUCCESSOR TO IPMOROAN CHASE BANK, N.A., AS TRUSTED

MAGDALENE WILLIAMS; UNKNOWN SPOUSE OF MAGDALENE WILLIAMS, IF ANY; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE MEREIN NAMED INDIVIDUAL DESENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES OR OTHER CLAIMANTS; THE ESTATES AT SPRINGS LANDING HOMEOWNERS ASSOCIATION, INC; MORTGAGE ELECTRONIC, REGISTRATION SYSTEMS, DECLIONN DOE AND JANE DOE AS UNKNOWN TENANTS IN POSSESSION, POSSESSION DEFENDANT(S)

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SUMMARY FINAL JUDGMENT IN FORECLOSURE

THIS CAUSE having come to be Roard on Plaintiff's Motion for Summary Final Judgment and Taxation of Attorney Fees and Costs, and upon the Affida its filed herein, and the Court being fully advised in the premises, it is hereby ORDERED:

The Plaintiff's Motion for Summary Final Judgment is GRANTED. 1.

There is due to the Plaintiff the following: 2.

Principal due on the note secured by the Mortgage foreclosed:	\$613,923.00	
Interest on the Note and Mortgage from February 1, 2007 to October 31, 2007	\$40,288.68	
Per diem interest at \$147.17 from November 1, 2007 through Novmeber 15, 20	\$2,060.38	
Late Charges		\$1,702.72
Inspections Conducted on Property		\$67.50
COSTS:		
Filing Fee		\$257.00
Service of Process		\$520.00
Abstracting		\$325.00
Service/Mail Required by Law		\$16.50
Recording Fee		\$10.00
Title Update Charges		\$75.00
	SUBTOTAL	\$659,245.78
Attorney's fees based upon 9 hours at \$150.00 per hour in the amount of:	Þ	\$1,350.00
	TOTAL	\$660,595.78

THE BANK OF NEW YORK TRUST COMPANY, N.A., AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE vs. MAGDALENE WILLIAMS, ET AL & SE NO: 07-CA-1494-14

A lien is held by the Plaintiff whose address is C/O HOMECOMINGS FINANCIAL, LLC, ONE

O MERIDIAN CROSSING, SUITE 100, MINNEAPOLIS, MN 55423 for the total of the Final Judgment
sum specified in the preceding paragraph, plus interest thereon. The lien of the Plaintiff is superior in
dignity to any right, title, interest or claim of the Defendants and all persons, firms or corporations claiming
the through, or under the Defendants or any of them and the property will be sold free and clear of all
laims of the Defendants. The lien encumbers the following described property in SEMINOLE County,
Florida, to-wit:

LOT 89, THE ESTATES AT SPRINGS LANDING, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 29, PAGES 74 AND 75 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

- 4. If the total sum due to the Plaintiff as set forth in Paragraph 2, plus interest at the statutory rate in effect at the time of the entry of this judgment, which rate shall remain the same until the judgment is paid, and all costs of this proceeding incurred subsequent to the date of this Judgment are not paid to Plaintiff, the Clerk of this Court shall sell the property described in Paragraph 3 in accordance with the terms of Paragraph 6.
- The Plaintiff shall advance the cost of publishing the Notice of Sale and the Clerk's fee for it and shall be reimbursed by the Clerk's of the proceeds of the sale of the property described in Paragraph 3 if the Plaintiff does not become the purchaser of the property at the sale.
- The Clerk of this Court shall sell the property described in Paragraph 3 at public sale at 11:00 a.m., on the day of Sancas 2008, a date that shall not be less than 20 days or more than 35 days after the date of entry of this judgment, to the highest and best bidder or bidders for cash at Room S-201 of the Courthouse of the SEMINOLE County Courthouse located at 301 North Park Avenue, Room N-104, in Sanford, Florida, after having first given notice as required by Section 45.031, Florida Statutes. Any purchaser other than the Plaintiff shall pay all service charges assessed by the Clerk of the Circuit Court pursuant to Florida Statute 28.24 together with proper documentary stamps to be affixed to the Certificate of Title.
- 7. The Plaintiff may be the bidder for, and purchaser of, the property described in Paragraph 3. If the Plaintiff is the purchaser of the property at the sale, the Clerk shall credit the bid of the Plaintiff with the total sum found to be due to the Plaintiff for such portion thereof as may be necessary to pay fully the bid of the Plaintiff. If, subsequent to the date of the Plaintiff's affidavit of indebtedness and prior to the sale contemplated in paragraph 6 hereof, the Plaintiff is required to advance any monies to protect its mortgage lien, then Plaintiff or its attorneys shall so certify to the clerk of this court, and the amount found due to the Plaintiff shall be increased by the amount of such advances without further order of the Court.
- 8. Upon the confirmation of the sale of the property by the clerk filing the Certificate of Sale, any and all persons claiming by, through, and under them since the date of the filing of the Notice of Lis Pendens, are forever barred and foreclosed of and from all right, title, interest, claim or demand of any kind or nature whatsoever in and to the property.
- 9. Upon the filing of the Certificate of Title, the Clerk shall make distribution of the proceeds from the sale in the following order and in the amounts due under each of the following subparagraphs:
- a. All costs and expenses of these proceedings subsequent to the entry of the Summary Final Judgment of Foreclosure, including the cost of publishing the Notice of Sale and the Clerk's fee for making the sale, unless the Plaintiff, having already paid for these two items of cost, is the purchaser at the sale, the cost of the State documentary stamps affixed to the Certificate of Title based on the amount bid for the property, plus the costs, if paid by purchaser.
- b. The total sum found to be due to the Plaintiff in Paragraph 2, plus interest at the statutory rate in effect at the time of entry of this judgment, which interest shall remain the same until the judgment is paid.

THE BANK OF NEW YORK TRUST COMPANY, N.A, AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE vs. MAGDALENE WILLIAMS, ET AL

\$\astrigan{a}\text{ASE NO: 07-CA-1494-14}

The balance of the proceeds of the sale in excess of the amounts paid under Paragraphs 10(a) and 10(b)

shall be retained by the Clerk of this Court pending further order of this Court.

Upon the filing of the Certificate of Title, the purchaser at the sale, his/her representatives or assigns shall be let into possession of the property forthwith.

- 11. The Court retains jurisdiction of this cause and the parties to enter further orders as are proper, including deficiency judgments, if permissible. Any such deficiency judgment may be sought only against the makers of the note.
- 12. If the Plaintiff is the purchaser at the sale, the Plaintiff, their heirs, representatives, successors or assigns, shall be placed in immediate possession of the aforedescribed premises. In the event the Defendants fail to vacate the premises within ten (10) days of the date of the foreclosure sale, the Clerk of the Court is directed to issue activit of Possession to the Plaintiff and/or purchaser, their heirs, representatives, successors, or assigns, without the necessity of any further order from this Court for the premises located at 2013 VABDERBULT PT, LONGWOOD, FL 32779.
- In the event the pointiff is contractually obligated to pay its attorneys an amount less than the amount of reasonable fees awarded by the Court above in paragraph 2, the Defendant borrower shall have the right to pay that lesser amount for attorneys fees in the event the Defendant borrower has the right to reinstate the loan prior to the sale under the loan documents or in the event the Defendant borrower tenders full payoff of the loan to the Plaintiff prior to the filing of the Certificate of Sale by the Clerk.
- 14. The court finds that the number of hours expended and the hourly rate charged by the Plaintiff's counsel as set forth in Paragraph 2 are reasonable. The Court further finds that there are no reduction or enhancement factors for consideration by the court pursuant to <u>Florida Patient's Compensation Fund v. Rowe</u>, 472 So. 2d 1145 (Fla. 1985).
- 15. Should this property be sold to a third party, the Clerk of Court is hereby directed to make the check for the amount due to the Plaintiff pursuant to paragraph 10 above payable to David J. Stern, P.A. Trust Account.
- 16. In the event the instant case is dismissed by the Plaintiff, the Clerk of Court is hereby directed to release any original documents filed with the Court to counsel of record for Plaintiff.

NOTICE PURSUANT TO FLORIDA STATUTES § 45.031

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU

ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT FOR SEMINOLE COUNTY, TELEPHONE NUMBER 407-665-4378, 301 NORTH PARK AXENUE, ROOM N-104, SANFORD, FLORIDA 32771 WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT SEMINOLE COUNTY BAR ASSOCIATION LEGAL AID SOCIETY, INC., 407-834-1660, TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OF THEMS. IF YOU CHOOSE TO CONTACT SEMINOLE COUNTY BAR ASSOCIATION LEGAL AID SOCIETY, INC. FOR ASSISTANCE, YOU SHOULD DO SO AS SOCIOLAS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE and ORDERED in open court at Sanford, SEMINOLE County, Florida, this 15 day of . 2007.

James E. C. Perry, Circuit Judge

Copies furnished to:

LAW OFFICES OF DAVID J. STERN, P.A. 801 S. UNIVERSITY DRIVE, STE 500 PLANTATION, FL 33324

MAGDALENE WILLIAMS P.O. BOX 521052 LONGWOOD, FL 32752

AND

2013 VANDERBILT LONGWOOD, FL 32779

NGOZI C. ACHOLONU, ESQ. ATTORNEY FORTHE ESTATES AT SPRINGS LANDING HOMEOWNERS ASSOCIATION, INC 850 CONCOURSE PARKWAY SOUTH, SUITE 105 MAITLAND, FL 32751

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC C/O CORPORATE COUNSEL 1595 SPRING HILL ROAD, STE 310 VIENNA VA 22182

JOHN DOE N/K/A HUGHVEN MAGCHEN 2013 VANDERBILT PT LONGWOOD, FL 32779

07-88184(HCNW)

Consulting Group, LLC P.O. Box 521052 Longwood, FL 32752 MARYAMME MURSE, CLERK OF CIRCUIT COURT SEMINOLE CRANTY BK 07109 Pg 0540; (1pg) CLERK'S # 2006140466 RECORDED 12/23/2008 08:26:38 AM DEED DOC TAX 0.70 RECORDING FEES 10.00

This Trustee's Quit-Claim Deed, Executed this 22nd day of December, 2008 by 2013 Vanderbilt Pt Trust/Consulting Group, LLC as Trustee and not personally under the provisions of a trust agreement dated the 10th day of August, 2007, known as Trust Number 2013 Vanderbilt Pt. Whose post office address is P.O. Rox 521092, Longwood, FL 32752, first part to Magdalene Williams, whose post office address is 13003 valcon Ridge Drive, Orlando, FL 32828, second party:

(Who ever used herein the terms "first part" and "second part" shall include singular and plural, here; legal representatives, and assigns of individuals, and the successors and assigns of congorations, wherever the context so admits or requires.)

WITH ESSETH, That the said first part, for and in consideration of the sum \$10.00, in hand paid by the said second part, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Seminole, Saje of Florida, to wit:

Lot 80, The Estates at Spring Landing, According to map or Plat thereof as Recorded in Plat Book 29, Pages 74 and 75, Public Records of Seminole County, Florida

To Have and to Hold, The same together with all and singular the appurtenances thereunto belonging or in anywise apperaining and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

In Witness Whereof, The sand first party has signed and scaled these presents the day and year first above written.

Signed, sealed and delivered in the presence of the presence o

The foregoing instrument was acknowledged before me this 22nd day of DECEMBER, 2008 by Kimberlee Frank, of Consulting Group, LLC who is personally known to me or who produced a valid driver license as identification and who did not take an oath.

(SEAL)

Notary Public-Vanessa Gidget Reese

My Commission Expires:

VANESSA GIDGET REESE MY COMMISSION # DD661953 EXPIRES April 11 2011

FlondaNotaryService.com

IN THE CIRCUIT COUR'S OF THE 18TH JUDICIAL CIRCUIT, IN AND FOR SEMINOLE COUNTY, FLORIDA GENERAL JURISDICTION DIVISION CASE NO: 07-CA-1494-14

THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO PMORGAN CHASE BANK, N.A., AS TRUSTEE

PLAINTIFF

VS.

MAGDALENE WILLIAMS; UNKNOWN SPOUSE OF MAGDALENE WILLIAMS, IF ANY; ANY AND ASL UNKNOWN PARTIES CLAIMING BY TERQUEH, UNDER, AND AGAINST THE NEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO HE DEAD OR ALIVE, WHETHER SAID UNKNOWN BARTIES MAY CLAIM AN INTERESTAS SPOUSES, HEIRS, DEVISEES, GRANTEES OF OTHER CLAIMANTS; THE ESTATES AT SPRINGS LANDING HOMEOWNERS ASSOCIATION, INC: MORTGAGE ELECTRONIE REGISTRATION SYSTEMS, INC. JOHN DOE AND JANE DOE AS UNKNOWN TENANTS IN POSSESSION DEFENDANT(S)

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CERNIFICATE OF TITLE

The undersigned Clerk of the Court certifies that (s)he executed and filed a Certificate of Sale in this action for the property described herein and that no objections to the sale have been on July 30, 2009 filed within the time allowed for filing objections.

The following property in SEMINOLE County, Florida,:

LOT 80, THE ESTATES AT SPRINGS LANDING, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 29, PAGES 74 AND 75 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

50% and EAGLE PROPERTY was sold to GIBRALTAR REAL ESTATE & INVESTMENTS ACQUISITIONS INC 50% 280 Ronald Reagan Blvd Suite 115 Longwood, F1 32750

WITNESS my hand and the seal of this Court on August 11

(SEAL)

Maryanne Mo Clerk of Circuit

Deputy Cler

This document prepared by:

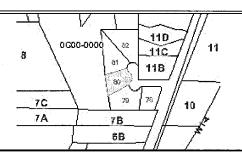
THE LAW OFFICES OF DAVID J. STERN, P.A. 801 S. University Drive Suite 500 Plantation, FL 33324 07-88184(HCNW)

MEC FEES 0.00 DEE SEMINOLE COUNTY, CFN 2009089304 BK 07238 Pg 0860; (jpg) RECD 08/12/2009



PARCEL DETAIL

SEMINOLE COUNTY FL. 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506





GENERAL

Parcel Id: 35-20-29-5GZ-0000-0800

Owner: CONSULTING GROUP LLC TRUSTEE

Own/Addr: FBO

Mailing Address: PO BOX 521052 City, State, ZipCode: LONGWOOD FL 32752

Property Address: 2013 VANDERBILT PT LONGWOOD 32779 Subdivision Name: SPRINGS LANDING THE ESTATES AT

Tax District: 01-COUNTY-TX DIST 1

Exemptions:

Dor: 01-SINGLE FAMILY

VALUE SUMMARY						
VALUES	2008 Working	2007 Certified				
Value Method	Market	Market				
Number of Buildings	1	1				
Depreciated Bldg Value	\$394,966	\$417,073				
Depreciated EXFT Value	\$17,560	\$18,322				
Land Value (Market)	\$150,000	\$150,000				
Land Value Ag	\$0	\$0				
Just/Market Value	\$562,526	\$585,395				
Portablity Adj	\$0	\$0				
Save Our Homes Adj	\$0	\$0				
Assessed Value (SOH)	\$562,526	\$585,395				
Tax Estimator						

Portability Calculator

2008 Taxes and Taxable Value Estimate

Taxing Authority	Assessment Value	Exempt Values	Taxable Value	Millage	Taxes			
County General Fund	\$562,526	\$0	\$562,526	4.3578	\$2,451.38			
Schools	\$562,526	\$0	\$562,526	7.4130	\$4,170.01			
Fire	\$562,526	\$0	\$562,526	2.3299	\$1,310.63			
Road District	\$562,526	\$0	\$562,526	.1068	\$60.08			
SJWM(Saint Johns Water Management)	\$562,526	\$0	\$562,526	.4158	\$233.90			
County Bonds	\$562,526	\$0	\$562,526	.1451	\$81.62			
Total				14.7684	\$8,307.62			

The taxable values and taxes are calculated using the current years working values and the prior years approved millage rates.

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
WARRANTY DEED	08/2007	06837	1296	\$100	Improved	No
WARRANTY DEED	05/2006	06273	<u>1475</u>	\$773,000	Improved	Yes
WARRANTY DEED	01/2006	06095	1478	\$669,900	Improved	Yes
WARRANTY DEED	05/1997	03249	1436	\$265,000	Improved	Yes
WARRANTY DEED	01/1989	02034	<u>0774</u>	\$240,000	Improved	Yes
CERTIFICATE OF TITLE	09/1988	01996	0500	\$1,000	Improved	No

Find Comparable Sales within this Subdivision

2007 VALUE SUMMARY

2007 Tax Bill Amount: 2007 Taxable Value:

\$8,645 \$585,395

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

08/1985 01664 0280 \$225,000 Vacant

Land Assess Method Frontage Depth Land Units Unit Price Land Value 1.000 150,000.00 \$150,000

LOT

LEGAL DESCRIPTION

PLATS: Pick...

LEG LOT 80 THE ESTATES AT SPRINGS LANDING PB 29

PGS 74 & 75

BUILDING INFORMATION

Est. Cost Year Blt Fixtures Base SF Gross SF Ext Wall **Bld Value Bld Num Bld Type** New Building SINGLE FAMILY 1986 1,731 4,068 3,186 WD/STUCCO FINISH \$394,966 \$431,657 10

Appendage / Sqft

Sketch

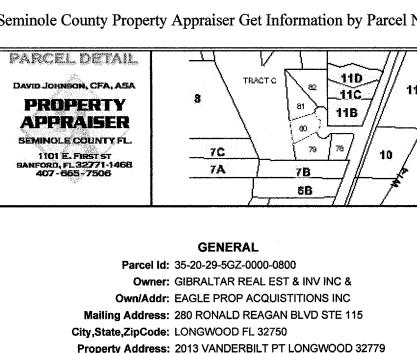
WARRANTY DEED

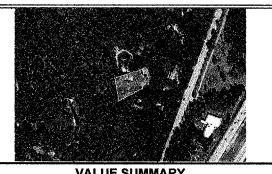
BASE SEMI FINISHED / 238

Appendage / Sqft Appendage / Sqft OPEN PORCH FINISHED / 96 GARAGE FINISHED / 786

Appendage / Sqft

UPPER STORY FINISHED / 1217





Subdivision Name: SPRINGS LANDING THE ESTATES AT

Tax District: 01-COUNTY-TX DIST 1

Exemptions:

Dor: 01-SINGLE FAMILY

VALUE SUIVINART							
VALUES	2010 Working	2009 Certified					
Value Method	Cost/Market	Cost/Market					
Number of Buildings	1	1					
Depreciated Bldg Value	\$279,430	\$305,173					
Depreciated EXFT Value	\$16,036	\$16,797					
Land Value (Market)	\$90,000	\$90,000					
Land Value Ag	\$0	\$0					
Just/Market Value	\$385,466	\$411,970					
Portablity Adj	\$0	\$0					
Save Our Homes Adj	\$0	\$0					
Assessed Value (SOH)	\$385,466	\$411,970					

Tax Estimator

S	A	L	E	S
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Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
CERTIFICATE OF TITLE	08/2009	07238	0660	\$100	Improved	No
TRUSTEE DEED	12/2008	07109	0540	\$100	Improved	No
WARRANTY DEED	08/2007	06837	1296	\$100	Improved	No
WARRANTY DEED	05/2006	06273	1475	\$773,000	Improved	Yes
WARRANTY DEED	01/2006	06095	1478	\$669,900	Improved	Yes
WARRANTY DEED	05/1997	03249	1436	\$265,000	Improved	Yes
WARRANTY DEED	01/1989	02034	0774	\$240,000	Improved	Yes
CERTIFICATE OF TITLE	09/1988	01996	0500	\$1,000	Improved	No
WARRANTY DEED	08/1985	01664	0280	\$225,000	Vacant	No

Find Comparable Sales within this Subdivision LAND

2009 VALUE SUMMARY

2009 Tax Bill Amount:

\$6,437

2009 Certified Taxable Value and Taxes

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION

PLATS: Pick...

Land Assess Method Frontage Depth Land Units Unit Price Land Value \$90,000

LEG LOT 80 THE ESTATES AT SPRINGS LANDING PB 29 PGS 74 & 75

BUILDING INFORMATION

Est. Cost Base SF Gross SF **Ext Wall Bld Value** Year Blt Fixtures Living SF **Bld Num Bld Type** New Building 10 1.731 4.068 3,186 WD/STUCCO FINISH \$279,430 \$308,762 SINGLE FAMILY 1986 Sketch

Appendage / Sqft

BASE SEMI FINISHED / 238 OPEN PORCH FINISHED / 96

Appendage / Sqft Appendage / Sqft

GARAGE FINISHED / 786

Appendage / Sqft

UPPER STORY FINISHED / 1217

1.000 90,000.00

NOTE: Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished, Base

Semi Finshed

LOT

Permits

EXTRA FEATURE

Description

Year Blt Units EXFT Value Est. Cost New

FIREPLACE

1986

\$1,200

\$3,000

PARTIAL RELEASE OF LIEN AS TO PARTICULAR PARCEL

THIS instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 08-145-CEB, filed against CONSULTING GROUP, LLC, TRUSTEE and filed by and on behalf of Seminole County, on December 4, 2008, and recorded in Official Records Book 07105, Pages 1367 - 1368, of the Public Records of Seminole County, Florida, only against the following described real property:

LEG LOT 80 THE ESTATES AT SPRINGS LANDING PB 29 PGS 74 & 75

THIS RELEASE OF LIEN DOES NOT DISCHARGE SEMINOLE COUNTY'S CLAIM OF LIEN UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY CONSULTING GROUP, LLC, TRUSTEE.

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

or the above accombed real prop	Jorry, and consonic	s that the same be discharged of record.
DATED this	day of	·
ATTEST:		BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:	
MARYANNE MORSE		BOB DALLARI, Chairman
Clerk to the Board of County Commissioners of	Date:	
Seminole County, Florida	Date.	
For the use and reliance		As authorized for execution by the
of Seminole County only.		Board of County Commissioners at their
Approved as to form and legal sufficiency.		January 12, 2010 regular meeting.
County Attorney		

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Rename a Segment of Mikler Road to Veritas Drive

DEPARTMENT: Public Safety **DIVISION:** Administration - Public Safety

AUTHORIZED BY: <u>Tad Stone</u> CONTACT: <u>Shelly Brubaker</u> EXT: <u>5000</u>

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached Resolution renaming a segment of Mikler Road to Veritas Drive.

District 1 Bob Dallari Tad Stone

BACKGROUND:

A request was received from the E911 Addressing Committee to rename a segment of Mikler Road between West State Road 426 and Kirk Road. Mikler Road was bisected by the completion of State Road 417, resulting in two streets with the same street name. Renaming this portion of Mikler Road would eliminate any confusion in the E911 system and allow delivery personnel and the general public to locate properties quickly and without difficulty.

The abutting property owners were notified and participated in the renaming of this segment of Mikler Road. No opposition has been received regarding this street renaming.

STAFF RECOMMENDATION:

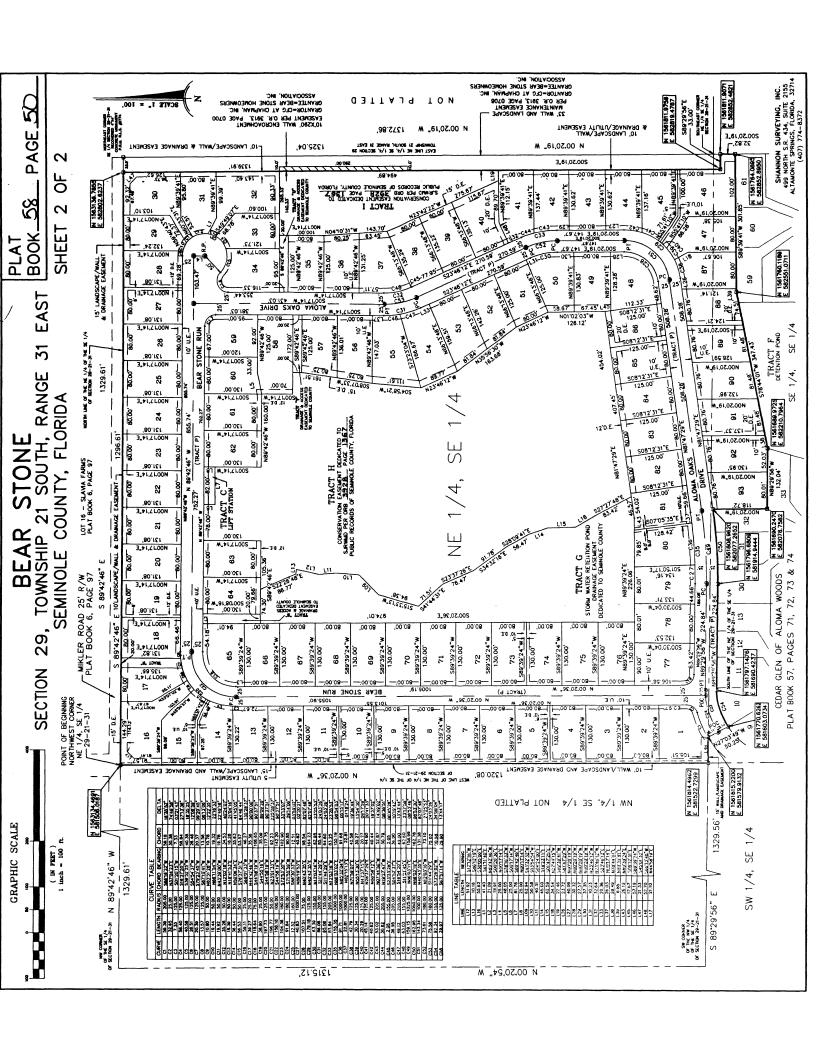
Staff recommends that the Board approve and authorize the Chairman to execute the attached Resolution renaming a segment of Mikler Road to Veritas Drive.

ATTACHMENTS:

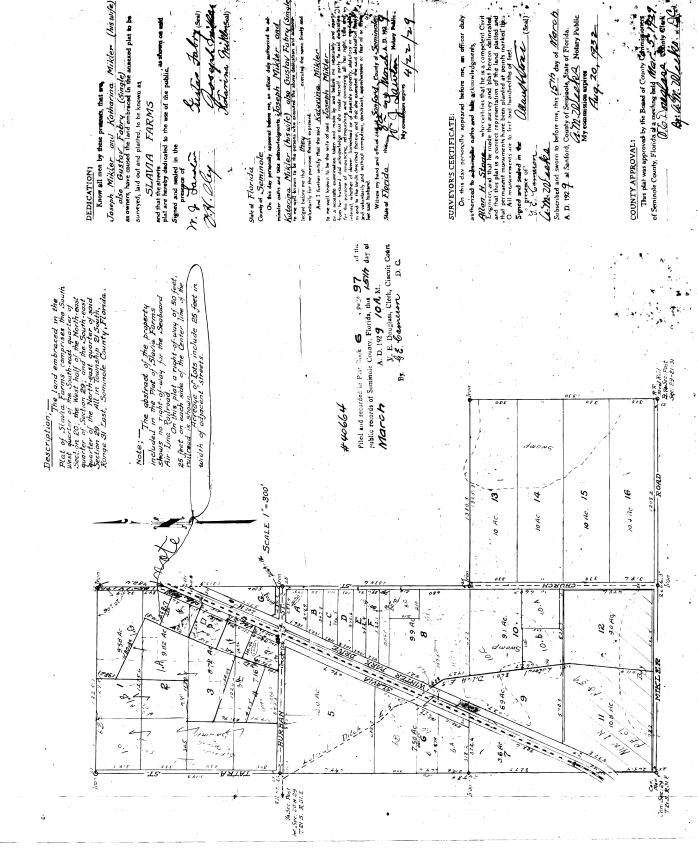
- 1. Copy of Recorded Plat
- 2. Copy of Recorded Plat
- 3. Maps and Aerials
- 4. Resolution

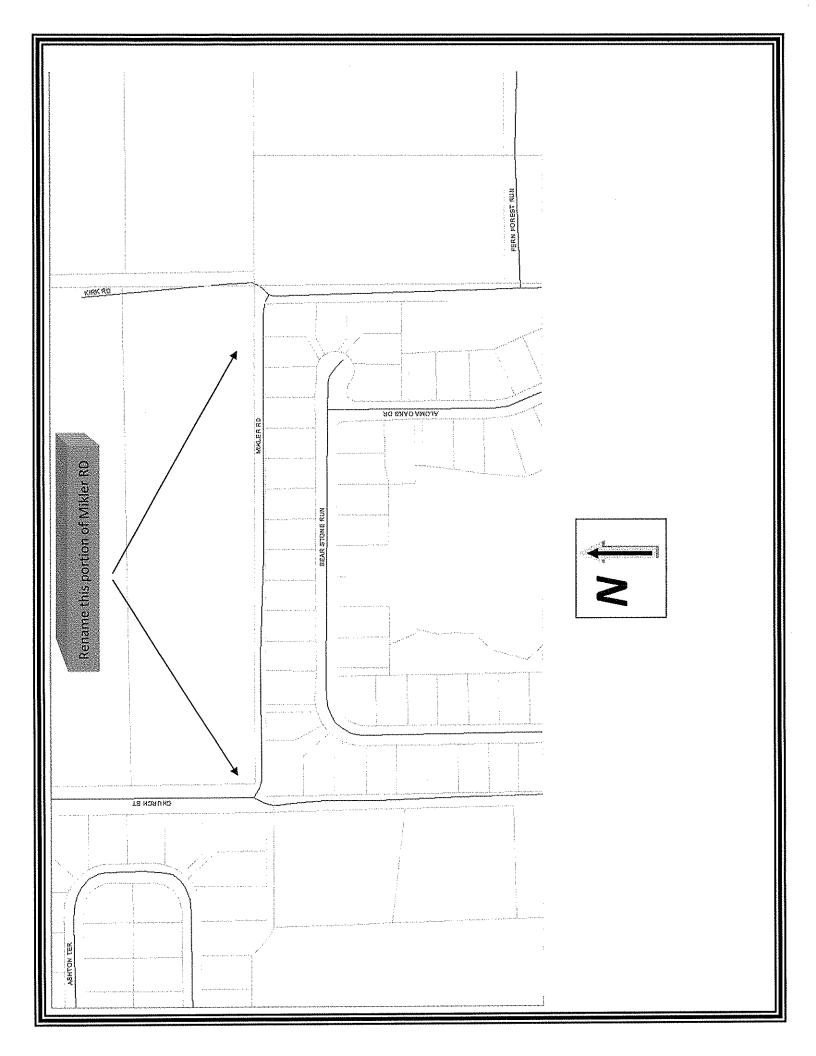
Additionally Reviewed By:

County Attorney Review (Arnold Schneider)



SLAVIA FARMS SEMINOLE COUNTY, FLA.





RESOLUTION NO.: 2010-R-____

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT ITS REGULARLY SCHEDULED MEETING OF JANUARY 12. 2010.

WHEREAS, under the authority contained in Sections 336.05(1) and 336.05(2), Florida Statutes, the Board of County Commissioners of Seminole County may name and rename streets and roads within the unincorporated areas of Seminole County; and

WHEREAS, a request has been received to rename a segment of Mikler Road located between Church Street and Kirk Road within the unincorporated area of Seminole County. The street name change is within the recorded plats of Slavia Farms Plat Book 6, Page 97 abutting lot 16; Bear Stone Plat Book 58, Pages 49 and 50 abutting lots 16 through 30; and tax parcels 21G, 21, 21F and 21E located in Section 29, Township 21 Range 31, Public Records of Seminole County, Florida; and

WHEREAS, renaming this street will help to eliminate confusion, facilitate improved emergency access and ability of the public to locate streets and roads within Seminole County, Florida; and

WHEREAS, this change is consistent with overall County plans for street renaming, addressing and the 911 system,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:

Effective January 12, 2010, that portion of Mikler Road located between Church Street and Kirk Road is renamed as follows: **MIKLER ROAD to VERITAS DRIVE.**

ADOPTED this 12th day of January, 2010.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE	BOB DALLARI, Chairman
Clerk to the Board of	·
County Commissioners of	Date:
Seminole County, Florida.	
AC/dre	
12\09\09	
P:\Llsers\Dedge\My Documents\Reso\Mikler	Road To Veritas Drive Reso Doc



SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution Accepting a Warranty Deed from Colonial Realty Limited Partnership to Seminole County for Property Necessary for the State Road 417 / International Parkway Ramp Project

DEPARTMENT: Public Works DIVISION: Engineering

AUTHORIZED BY: Gary Johnson CONTACT: Jerry McCollum EXT: 5651

MOTION/RECOMMENDATION:

Adopt a Resolution accepting a Warranty Deed (Colonial Realty Limited Partnership to Seminole County) for property necessary for the State Road 417/International Parkway Ramp Project.

District 5 Brenda Carey Jerry McCollum

BACKGROUND:

The attached Warranty Deed transfers ownership of the property described as Parcel Number 101.1, Section No. 77470, to Seminole County. This property is necessary for the State Road 417 / International Parkway Ramp Project that is being managed by the Florida Department of Transportation (FDOT). The conveyance of this property by Colonial Properties was a stipulation in the Agreement Between Seminole County, Colonial Realty Limited Partnership and the City of Lake Mary Related to Colonial Center Heathrow, dated June 27, 2006, and recorded in Book 340, Pages 1175 through 1193 (copy attached).

STAFF RECOMMENDATION:

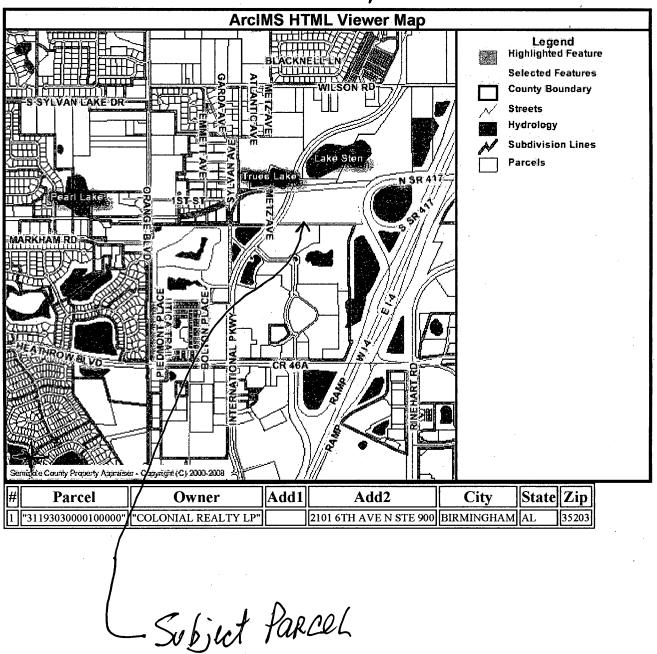
Staff recommends the Board adopt the Resolution accepting a Warranty Deed (Colonial Realty Limited Partnership to Seminole County) for property necessary for the State Road 417 / International Parkway Ramp Project.

ATTACHMENTS:

- Location Map
- 2. Resolution Warranty Deed SR 417-Colonial Realty
- 3. Warranty Deed SR 417-Colonial Realty
- 4. Agreement Between Seminole County, Colonial Realty Ltd Partnership and City of Lake Mary related to Colonial Center Heathrow

Additionally Reviewed By:

County Attorney Review (Matthew Minter)



	2010-R	NO.	ON	UTI	OL	RES
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RESOLUTION

THE FOLLOWING RESOLU THE REGULAR MEETING OF COMMISSIONERS OF SEMINON THE DAY OF	F THE BOARD OF COUNTY NOLE COUNTY, FLORIDA,					
WHEREAS, the State of Florida Department State Road No. 417, Section No. 77470, F.P. No. 4155	t of Transportation proposes to construct or improve 587-1, in Seminole County, Florida; and					
WHEREAS, it is necessary that certain lands now owned by Colonial Realty Limited Partnership be acquired by Seminole County; and						
WHEREAS , the necessary lands are identified by the Florida Department of Transportation as Parcel Number 101.1, Section No. 77470; and						
WHEREAS, pursuant to that certain attace Partnership and Seminole County, recorded in the Box 1175 it is necessary to transfer fee simple ownership.						
WHEREAS , Colonial Realty Limited Partners simple ownership of the above parcel to Seminole Coaccompanying this resolution.	ership has indicated their willingness to convey fee bunty, as evidenced by the executed Warranty Deed					
NOW THEREFORE, BE IT RESOLVE Seminole County, Florida, hereby accepts the above owner conveying all right, title and interests in and to						
BE IT FURTHER RESOLVED that certified Clerk for Board of County Commissioners to the Tax	ed copies of this Resolution shall be provided by the Collector					
BE IT FURTHER RESOLVED that the Records of Seminole County, Florida.	aforementioned Deed be recorded in the Official					
ADOPTED THIS DAY OF	, 2010.					
Attest:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY					
MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.	Bob Dallari, Chairman Prepared under the direction of: Charles F. Barcus, Program Manager II/Right-of-Way					
	October 20, 2000					

01-GWD06-08/01
November 26, 2008
This instrument prepared by
LORETTA A. WILLMITCH
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 101.1 SECTION 77470 F.P. NO. 415587-1 STATE ROAD 417 COUNTY SEMINOLE

WARRANTY DEED

THIS WARRANTY DEED Made the _____ day of ______, ____, by COLONIAL REALTY LIMITED PARTNERSHIP, a Delaware limited partnership, grantor, to the SEMINOLE COUNTY, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Seminole County, Florida, viz:

PARCEL NO. 101 LIMITED ACCESS RIGHT-OF-WAY SECTION 77470 FP No. 415587-1

THAT PART OF:

That portion of the Northeast ¼ of Section 31, Township 19 South, Range 30 East, Seminole County, Florida lying South of the former SCL Railroad Right of Way, West of State Road No. 400 (I-4) and East of International Parkway.

Being a portion of the lands described in Official Records Book 5600, Page 1667 of the Public Records of Seminole County, Florida.

DESCRIBED AS FOLLOWS:

Commence at a 5/8 inch Iron Rod without identification marking the Southwest corner of the Northeast 1/4 of Section 31, Township 19 South, Range 30 East, Seminole County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 417, Section 77470, F.P No. 415587-1 on file at the Florida Department of Transportation District Five Office, Survey and Mapping Section, DeLand, Florida; thence North 89°36'00" East along the South line thereof a distance of 141.24 feet to a point on the existing East right of way line for International Parkway, as shown on said Right of Way Map, said point being on a non-tangent curve concave Northwesterly, having a radius of 1502.39 feet; thence departing said South line, from a tangent bearing of North 39°34'39" East run Northeasterly 447.65 feet, along said East right of way and along the arc of said curve with a chord bearing of North 31°02'30" East through a central angle of 17°04'18" for the Point of Beginning; thence continuing Northeasterly 123.56 feet along the arc of said curve, concave Northwesterly having a radius of 1502.39 feet, through a central angle of 4°42'44", to the point of tangency; thence North 17°47'37" East along said East right of way line a distance of 151.10 feet to the intersection with the South right of way line of the former SCL Railroad Right of Way, as shown on said Right of Way Map; thence departing said East right of way line for International Parkway North 85°39'14" East along said South right of way line a distance of 683.41 feet to a point on the West line of the Moses E. Levy Grant Line; thence continue North 85°39'14" East along said South right of way line a distance of 677.82 feet to a point on the existing Northerly limited access right of way line for State Road No. 400 (I-4), as shown on said Right of Way Map, said point being on a non-tangent curve concave Southeasterly, having a radius of 647.31 feet; thence departing said South right of way line, from PARCEL NO. 101.1 SECTION 77470 F.P. NO. 415587-1 PAGE 2

a tangent bearing of South 41°34'58" West run Southwesterly 148.39 feet along said Northerly limited access right of way line and along the arc of said curve with a chord bearing of South 35°00'56" West through a central angle of 13°08'03" to the beginning of a non-tangent curve, concave Northerly, having a radius of 1196.00 feet; thence departing said Northerly limited access right of way line, from a tangent bearing of South 76°06'13" West run Westerly 428.29 feet along the arc of said curve with a chord bearing of South 86°21'45" West through a central angle of 20°31'03" to a point of tangency; thence North 83°22'43" West a distance of 240.00 feet to a point of curvature of a curve concave Southerly, having a radius of 2192.64 feet; thence run Westerly 419.71 feet along the arc of said curve with a chord bearing of North 88°51'45" West through a central angle of 10°58'03" to the point of tangency; thence South 85°39'14" West a distance of 186.21 feet; thence South 40°39'35" West a distance of 13.03 feet to a point being 6.00 feet Easterly of the aforesaid East right of way line of International Parkway, as measured by perpendicular measurement; thence run the following two courses being 6.00 feet Easterly of and parallel with said East right of way line of International Parkway, as measured by perpendicular and radial measurement South 17°47'37" West a distance of 118.22 feet to a point of curvature of a curve concave Northwesterly, having a radius of 1508.39 feet; thence run Southwesterly 124.06 feet along the arc of said curve with a chord bearing of South 20°08'59" West through a central angle of 4°42'44" to the end of said curve; thence North 67°29'39" West a distance of 6.00 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

Containing 2.291 acres, more or less.

This legal description prepared under the direction of: Russell Marks, P.S.M. #5623 URS Corporation 315 E. Robinson Street, Suite 245 Orlando, Florida 32801

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. Conditioned upon the 417/International Parkway Ramp project being put out for bid within twenty-four (24) months from the date title is vested in Seminole County or the adoption of the Resolution of Necessity and Notice pursuant to Chapter 73, Florida Statutes, whichever occurs later. In addition the contract to begin construction must be awarded within twelve (12) months of the date the project was put out for bid. In any event, construction shall not be required to begin prior to State Fiscal Year 2011. Should the foregoing conditions not be met, such conveyance shall be subject to reversion at the sole determination of Colonial. Colonial shall give 90 days' notice in writing to the County of its intent to exercise its right of reversion and the grounds therefore. If the defect is cured within that time, the reversion shall not occur.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

PARCEL NO. 101.1 SECTION 77470 F.P. NO. 415587-1 PAGE 3

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:		COLONIAL REALTY LIMITED PARTNERSHIP
Its Secretary		A Delaware Limited Partnership
Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law		By: COLONIAL PROPERTIES TRUST An Alabama Corporation General Partner
SIGNATURE LINE PRINT/TYPE NAME:	, 	By:
SIGNATURE LINE PRINT/TYPE NAME:		ADDRESS OF GRANTOR:
		(Corporate Seal)

AGREEMENT

BETWEEN SEMINOLE COUNTY, COLONIAL REALTY LIMITED PARTNERSHIP AND THE CITY OF LAKE MARY RELATED TO COLONIAL CENTER HEATHROW

THIS AGREEMENT is made and entered into this 27th day of JUNE, 2006, by and between, COLONIAL REALTY LIMITED PARTNERSHIP, a Delaware Limited Partnership duly authorized to conduct business in the State of Florida, hereinafter referred to as "COLONIAL", whose address is 2101 Sixth Avenue North, Suite 750, Birmingham, Alabama, 35203, the CITY OF LAKE MARY, a Florida municipal corporation, whose address is 100 N. Country Club Road, Lake Mary, Florida 32795, hereinafter referred to as the "CITY", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

WITNESSETH:

WHEREAS, the CITY and the COUNTY held a joint meeting on February 28, 2006 to discuss the annexation and land use into the CITY of certain properties known as Colonial Center Heathrow, formerly known as Heathrow International Business Center, wherein a consensus was built to develop an Agreement to resolve concerns; and

WHEREAS, COLONIAL owns or controls certain real property located in Seminole County, Florida, consisting of approximately 436 acres, formerly known as the Heathrow International Business Center Development and which is currently known as Colonial Center Heathrow (the "property"); and

WHEREAS, the property has been designated a Development of Regional Impact ("DRI") within the boundaries of Seminole County and the

City of Lake Mary; and

WHEREAS, the "THIRD AMENDED AND RESTATED DEVELOPMENT ORDER HEATHROW INTERNATIONAL BUSINESS CENTER (SEMINOLE COUNTY)", hereinafter "DRI Development Order", was executed on May 25, 2001 constituting approval of the DRI and incorporated by reference herein; and

WHEREAS, the DRI Development Order makes certain provisions regarding development of the property and imposes certain conditions and restrictions that run with the land pursuant to Section VI 2, recorded in Official Records Book 4091, Page 0109; and

WHEREAS, the COUNTY has a substantial interest in protecting the public interest within the COUNTY boundaries by regulating planning and growth management pursuant to Chapter 163 of the Florida Statutes and the Florida Administrative Code Chapter 9J-2, the Seminole County Land Development Code, the Seminole County Comprehensive Plan and all other applicable law and ordinances; and

WHEREAS, the "THIRD AMENDED AND RESTATED DEVELOPMENT ORDER HEATHROW INTERNATIONAL BUSINESS CENTER (LAKE MARY)", hereinafter ("DRI Development Order (LM)"), was executed on April 5, 2001 constituting approval of the DRI and incorporated by reference herein; and

WHEREAS, COLONIAL owns property north of 46A and east of International Parkway, and south of the BOMAR Tract, also known as the Colonial Town Park DRI; and

whereas, COLONIAL and the COUNTY have expressed a common interest and goal to maximize the commercial/Class A office square footage in Colonial Town Park DRI to offset the loss of commercial/Class A office square footage in Colonial Center Heathrow; and

WHEREAS, COLONIAL has provided a Master Plan that depicts existing and future development for Colonial Center Heathrow; and

whereas, certain portions of the Colonial Center Heathrow have recently been annexed into the City of Lake Mary pursuant to Chapter 171, Florida Statutes and by Ordinance Number 1192 on March 16, 2006 ("recently annexed property"); and

WHEREAS, other portions of the Colonial Center Heathrow have been annexed into the City of Lake Mary some years ago, which is now currently referred to as Heathrow International Business Center DRI; and

WHEREAS, COLONIAL now anticipates application to the CITY for a land use amendment to the recently annexed property; and

WHEREAS, the parties desire to keep the property consistent with DRI Development Orders executed between COLONIAL and the COUNTY and between COLONIAL and the CITY; and

WHEREAS, COLONIAL desires to develop a fee simple multi-family development consisting of 340 units on the annexed property; and

whereas, pursuit of further development will constitute a substantial change and will require the DRI be amended through the Notice of Proposed Change process, in which all three parties have a stake;

NOW, THEREFORE, in consideration of the mutual covenants and promises by and between the parties hereto, and for other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. COLONIAL'S RESPONSIBILITIES.

- particularly described as Tax Parcel ID: 31-19-30-300-0010-0000, COLONIAL will seek to add the BOMAR Tract to the Colonial Town Park DRI and pursue development of the property as a commercial/office site and build approximately 450,000 square feet of Class A office space on the same, which may include a commercial/hotel component. COLONIAL reserves the right to apply for an amendment to add residential as a secondary use in the future with the understanding that it may or may not be approved.
- (b) COLONIAL will process any and all applications necessary to increase the existing Class A office building stock and use of Colonial Town Park DRI by an additional 500,000 square feet of office space. The additional 500,000 square feet of office space does not include the addition of the BOMAR Tract, which will result in an additional 450,000 square feet of office space. The maximization of the existing Class A office building stock, adding the BOMAR Tract into the Colonial Town Park DRI, and the additional development of the BOMAR Tract development of approximately 450,000 square feet of Class A office space, will result in a total of approximately 950,000 square feet of additional office space in Colonial Town Park DRI. The net gain of office space would be approximately 757,038 square feet.

^{1 (}i.e. 950,000 square feet gain minus 192,962 square foot loss). The loss of 192,962 square feet of office in Colonial Center Heathrow was derived using the approved conversion matrix in the DRI Development Order, which provides that 1,000 square feet of office equals 1.762 multifamily units. Using the conversation ratio set forth in the DIR Development Order, an additional 340 multi-family units equates to a simultaneous decrease of approximately 192,962 square feet of office space (340/1.762 = 192.96 units x 1,000 square feet = 192,962 square feet of office space).

- Within thirty (30) days of the execution of this Agreement by COLONIAL and the COUNTY, COLONIAL will record restrictive covenants for BOMAR and Colonial Town Park DRI tracts restricting development The form of said consistent with subsections 1(a) and 1(b) above. restrictive covenants will be subject to the approval of the COUNTY, such approval to not be unreasonably withheld. The restrictions shall not necessarily limited to any change include but are development plan from office space use will require advance written approval by the COUNTY, and that such restrictions run with the land in favor of the COUNTY. In conjunction with applications made pursuant to subparagraph 1(b), COLONIAL agrees to proceed with a DRI amendment to add the BOMAR tract into the Colonial Town Park DRI and designate the tracts as specified in 1(a) and 1(b) above. Any restrictive covenants approved under this section shall automatically terminate, without further action of either party, upon the execution and adoption of a zoning development order issued by the County consistent with this Agreement and otherwise consistent with the Land Development Code and all applicable statutes, laws and public policy. In the event that the County denies an application for a zoning development order in which the consistency with the restrictive covenants is disputed, the COUNTY shall provide notice to COLONIAL within 30 days of the Board meeting in which the denial was rendered as to the nature of the deficiency. All costs of recording said restrictive covenants will be borne solely by COLONIAL.
- (d) Within sixty (60) days, adoption of a Resolution of Necessity and Notice to COLONIAL, as provided in Chapter 73, Florida Statutes, identifying property owned by COLONIAL as necessary for the

417/International Parkway ramp as depicted in Exhibit "A", COLONIAL shall transfer fee simple title of such parcels by warranty deed, free of all encumbrances to the COUNTY for the 417/International Parkway Ramp up to and as necessary for construction and no more than 1.695 acres Such obligation is conditioned upon the size of the parcel not to exceed 1.695 acres and the ramp alignment and intersection to be constructed will be in substantial conformity with the preferred Preliminary 417 Interchange Site Plan Alternative 4, attached as Exhibit "A", providing for ingress and egress access between the 417 to International Parkway, possible locations illustrated in Exhibit "B", International Parkway/ SR 417 Interchange PD&E Study Alternative 4. The deed of conveyance shall contain a reversion provision providing that the 417/International Parkway Ramp project shall be put out for bid within twenty four (24) months from the date title is vested in the COUNTY or the adoption of the Resolution of Necessity and Notice pursuant to Chapter 73, Florida Statutes, whichever occurs later. In addition, the contract to begin construction must be awarded within twelve (12) months of the date the project was put out for bid. In any event, construction shall not be required to begin prior to State Fiscal Year 2011. Should the foregoing conditions not be met, such conveyance shall be subject to reversion at the sole determination of COLONIAL. COLONIAL shall give 90 days notice in writing to the COUNTY of its intent to exercise its right of reversion and the grounds therefore. If the defect is cured within that time, the reversion shall not occur.

(e) COLONIAL will not seek the annexation of all or any portion of Colonial Town Park DRI, including the BOMAR Tract, for a period of

- ten (10) years from the effective date of this Agreement.
- (f) COLONIAL agrees to develop the remaining tracts within Colonial Center Heathrow owned by COLONIAL and designated for office, retail and commercial, primarily for such purposes, consistent with the Land Development Code and all applicable codes and rules. COLONIAL reserves the right to pursue additional residential development within Colonial Center Heathrow as a secondary and ancillary use to the office, commercial and retail component, with the understanding that it may or may not be approved.
- (g) The 9.1-acre Urban Park (Tract H) will remain an urban park until and/or unless the CITY, COUNTY and COLONIAL have further discussion and reach an amicable agreement with respect to the future use of this tract. No DRI amendments, no land use amendments, and no rezoning will be processed on this property inconsistent with its use as an urban park until such agreement is reached by all three parties.

SECTION 2. COUNTY'S RESPONSIBILITIES.

- (a) The COUNTY acknowledges that the maximization of and additions to the Colonial Town Park DRI office square footage outlined in section 1(b) above is being offered to offset the loss of approximately 192,962 square feet of office space in Colonial Center Heathrow to accommodate the development of two (2) fee simple multifamily projects consisting of 340 total units.
- (b) The COUNTY will not object to the conversion of those properties annexed into the CITY located within Colonial Center Heathrow (approximately 26 acres described in Exhibit "C") to a residential use, accommodating the development of two (2) multi-family fee simple

communities consisting of a maximum of 340 units for sale.

- the segment of International Parkway extending from County Road 46-A to AAA Boulevard (the "Phase I Roadway") within ten days of the one year anniversary of the Annexation Effective Date (March 21, 2006) and the remainder of International Parkway less the Phase I Roadway (the Phase II Roadway") within ten days of the three year anniversary of the Annexation Effective Date (March 21, 2006), as provided in the City of Lake Mary's Ordinance No. 1192. Further, the COUNTY agrees that nothing herein shall obligate COLONIAL to make any improvements to International Parkway, beyond usual and customary maintenance, until said dedication to the CITY. The COUNTY will not provide any funding for any improvements to the road prior to or following the assignment of the International Parkway Agreement to the CITY.
- (d) The COUNTY hereby assigns the existing Development Agreement Regarding International Parkway and Recreational Trail (hereinafter referred to as "International Parkway Agreement") dated September 19, 1996, to the CITY.

SECTION 3. LAKE MARY'S RESPONSIBILITIES.

(a) The CITY agrees to accept assignment of the International Parkway and Recreational Trail Agreement, dated September 19, 1996 (hereinafter "International Parkway Agreement"). The COUNTY will not agree to any future interlocal transfer of the roadway to the COUNTY unless it meets COUNTY standards. The CITY acknowledges that the COUNTY will not provide any funding for any improvements to the road prior to or following the assignment of the International Parkway Agreement to

the CITY.

- (b) The CITY agrees to process any amendments to any development orders and developer commitment agreements and/or other documents deemed necessary to effectuate assignment of the International Parkway Agreement.
- (c) The 9.1-acre Urban Park (Tract H) will remain an urban park until and/or unless the CITY, COUNTY and COLONIAL have further discussion and reach an amicable agreement with respect to the future use of this tract. No DRI amendments, no land use amendments, and no rezoning will be processed on this property inconsistent with its use as an urban park until such agreement is reached by all three parties.
- (d) The CITY, in a good faith measure, agrees to adopt a resolution stating its intent not to annex any additional property west of Interstate 4 between Lake Mary Boulevard and State Road 46, for a period of ten (10) years. The CITY agrees further to enter into a Joint Planning Agreement with COUNTY for the express purpose of collaborative planning in this area of concern to both jurisdictions.

SECTION 4. EFFECTIVE DATE. This Agreement shall take effect immediately upon the execution of any two parties as it relates to those obligations of the parties to each other. Failure of a third party to execute this Agreement in a timely manner shall not render any portion of this Agreement void or inoperable as to the other two parties. This Agreement shall take effect as to the third party upon execution by the third party.

SECTION 5. ENTIRE AGREEMENT.

This document incorporates and includes all prior negotiations,

correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 6. NOTICES. Whenever any party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Planning and Development Department 1101 E. First St. Sanford, FL 32773

For CITY:

City of Lake Mary 100 N. Country Club Road Lake Mary, FL 32795

For COLONIAL:

Colonial Realty Limited Partnership 2101 Sixth Avenue North, Suite 750 Birmingham, AL 35203

SECTION 7. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions

contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 8. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties.

SECTION 9. ASSIGNMENT. This Agreement shall not be assigned by any of the parties without the prior written approval of the others.

SECTION 10. PUBLIC RECORDS LAW. COLONIAL acknowledges CITY's and COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. COLONIAL acknowledges that CITY and COUNTY are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

SECTION 12. TIME IS OF THE ESSENCE. Time is of the essence relative to all aspects of performance under the terms of this Agreement.

SECTION 13. DEFAULT/ATTORNEY'S FEES/WAIVER. If any party fails to perform any of the terms and conditions of this Agreement for a

period of thirty (30) days after receipt of written notice of such default from the other party, the party giving notice of default is entitled to seek specific performance of this Agreement. The parties each acknowledge that money damages may be an inadequate remedy for the failure of performance and that the party giving notice is entitled to seek an order requiring specific performance by the In the event that such an order is sought, each defaulting party. party shall be responsible for its own costs and expenses so incurred, including all attorneys fees, if applicable. Failure of any party to exercise its rights in the event of any breach by another party shall not constitute a waiver of such rights. No party shall be deemed to have waived any breach by another party unless such waiver is reduced Such written waiver to writing and executed by the waiving party. shall be limited to terms specifically contained therein. paragraph shall not prejudice the right of any party to seek such additional remedy at law or equity for any breach hereunder.

SECTION 14. SEVERABILITY. If any one (1) or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision 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 or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 15. FURTHER ASSURANCES. In addition to the acts recited

in or set forth in this Agreement, the parties agree to perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement, including but not limited to, the execution and/or recordation of further instruments.

SECTION 16. AUTHORITY TO ENTER INTO AGREEMENT. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has legal authority to enter into this Agreement and to undertake all obligations imposed on it.

SECTION 17. CONSTRUCTION OR INTERPRETATION OF AGREEMENT. This Agreement is the result of negotiations between the CITY, COLONIAL and the COUNTY and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against one party than against another.

SECTION 18. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

SECTION 20. CONFLICT OF INTEREST.

(a) All parties hereto agree that they will not engage in any action that would create a conflict of interest in the performance of

its obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

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

SECTION 21. INCORPORATION CLAUSE. The recitals contained within the "WHEREAS" clauses are hereby incorporated into the Agreement and are material terms of this Agreement.

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

Witness Print Name Witness Witness Witness Print Name Print Name	COLONIAL REALTY LIMITED PARTNERSHIP, a Delaware Limited Partnership, by COLONIAL PROPERTIES TRUST, an Alabama Declaration of Trust, its general partner. By: THOMAS GREEN Print Name Title: Date: June 27, 2006
ATTEST:	CITY OF LAKE MARY
CAROL FOSTER, City Clerk	By:THOMAS C. GREENE, Mayor

Commissioners of inole County, Florida.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

KFT/ljp/lpk 6/26/06

P:\Users\kfurey-tran\Planning Agreements\Colonial finalcorrected.doc

Attachments:

Preliminary 417 Interchange Site Plan Alternative 4 Exhibit "A" -

Date:_

Date:_

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

CARLTON D. HENLEY, Chairman

10-17-06

As authorized for execution by

regular meeting.

International Parkway/SR 417 Interchange PD&E Study Exhibit "B" -

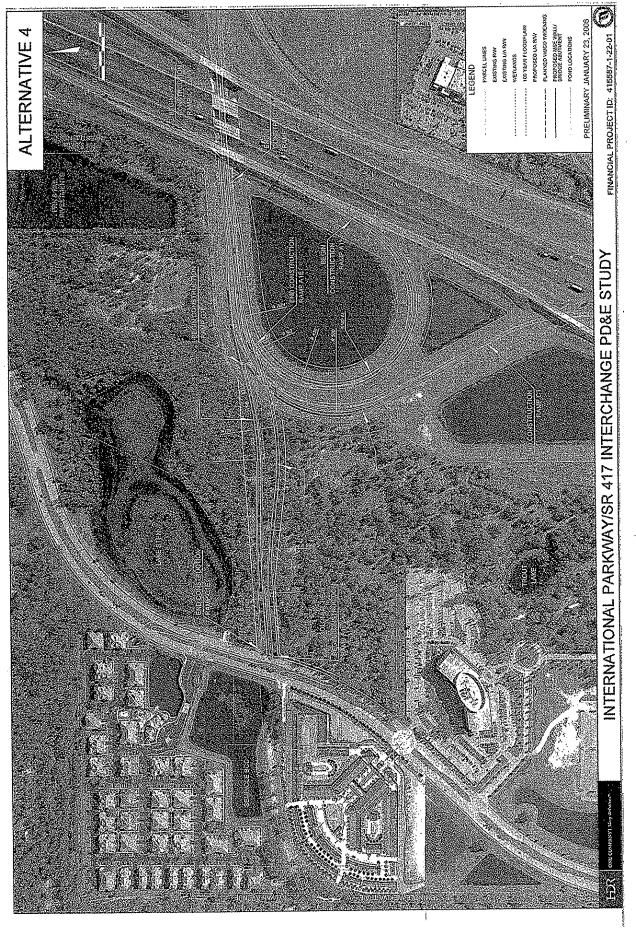
Alternative 4

Property Description of Colonial Center Heathrow Exhibit "C" -

annexed properties

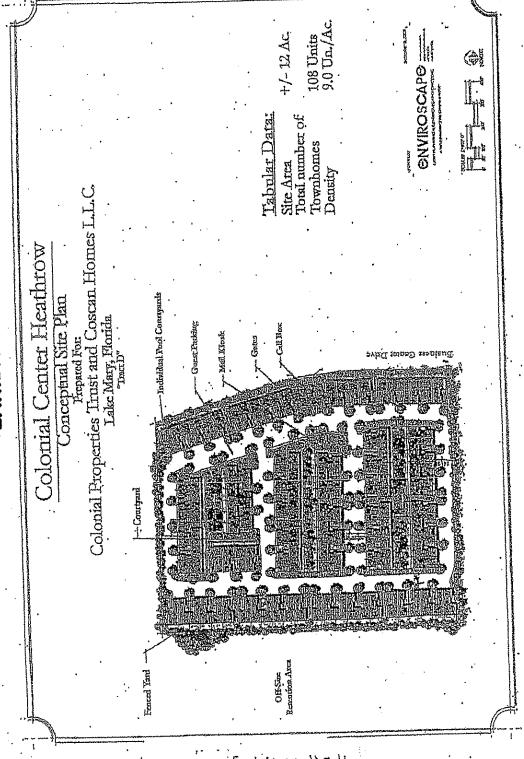
EXHIBIT "A"

BK340 FC 1180



98340PG1191

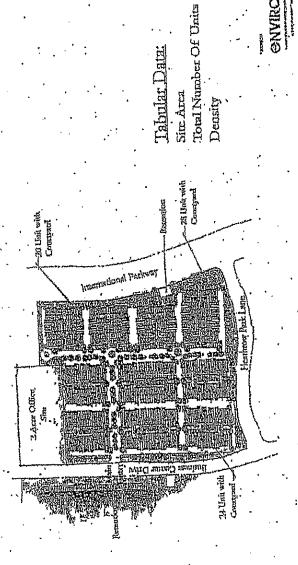
"LEGIBILITY UNSATISFACTORY FOR SCANNING"



"LEGIBILITY UNSATISFACTORY
FOR SCANNING"



Colonial Cetifer Eleathrow
Conceptinal Site Plan
Prepared For
Colonial Properties Trust and Coscan Flomes LLC
Lake Mary, Florida



162 Un./Ac. 143'Ac 232 Units

ENVIROSCAPE

UNSATISFACTORY "LEGIBILITY FOR SCANNING"

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution and Authorization for the Chairman to Execute County Deeds Conveying Property (FDOT ~ Parcel Numbers 105.1R and 148.1R) Necessary to Improve State Road 434 (from Interstate 4 to Range Line Road)

DEPARTMENT: Public Works DIVISION: Engineering

AUTHORIZED BY: Gary Johnson CONTACT: Warren Lewis EXT: 5658

MOTION/RECOMMENDATION:

Adopt Resolution and authorize the Chairman to execute County Deeds conveying property (FDOT Parcel Numbers 105.1R and 148.1R) necessary to improve State Road 434 (from Interstate 4 to Rangeline Road) to the Florida Department of Transportation (FDOT).

District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

It is necessary that certain land now owned by Seminole County be acquired by the Florida Department of Transportation (FDOT Parcel Numbers 105.1R and 148.1R) to improve State Road 434 (from Interstate 4 to Rangeline Road). FDOT has requested that Seminole County execute and deliver County Deeds conveying all rights, title and interest that the County has in and to said lands for transportation purposes.

STAFF RECOMMENDATION:

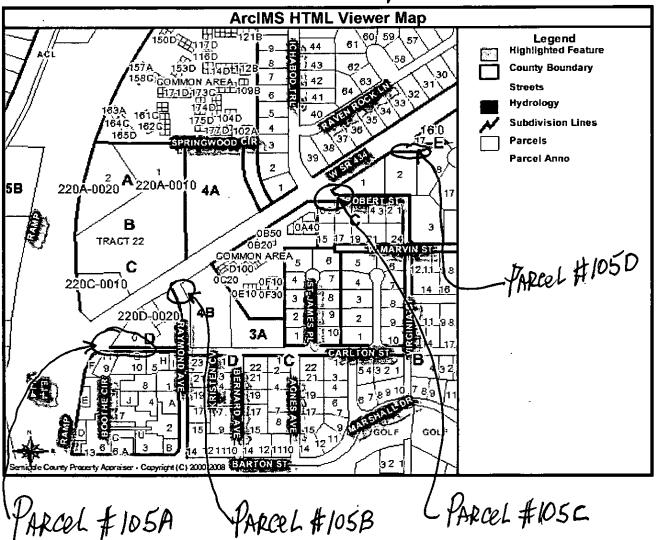
Staff recommends the Board adopt the Resolution and authorize the Chairman to execute the County Deeds conveying property (FDOT Parcel Numbers 105.1R and 148.1R) necessary to improve State Road 434 (from Interstate 4 to Rangeline Road) to the Florida Department of Transportation (FDOT).

ATTACHMENTS:

- 1. Location Map FDOT Parcel No. 105.1R
- 2. Location Map for Parcel No 148.1R
- 3. Resolution FDOT Parcels 105.1R&148.1R State Road 434
- 4. County Deed for Parcel No. 105.1R
- 5. County Deed for Parcel No. 148.1R

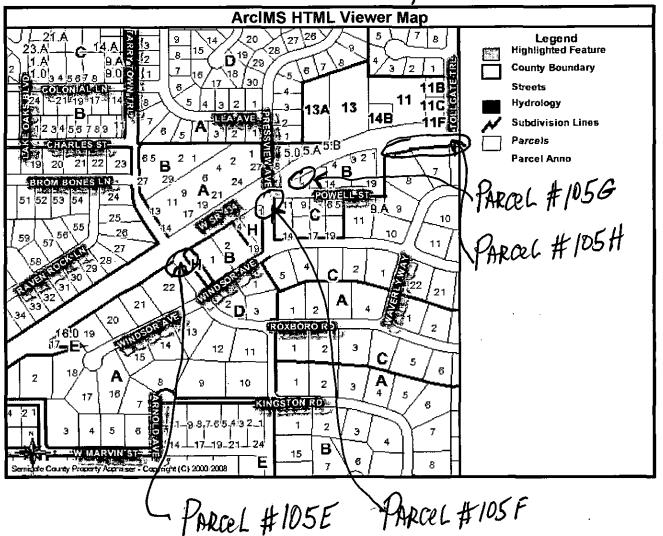
Additionally Reviewed By:

County Attorney Review (Matthew Minter)

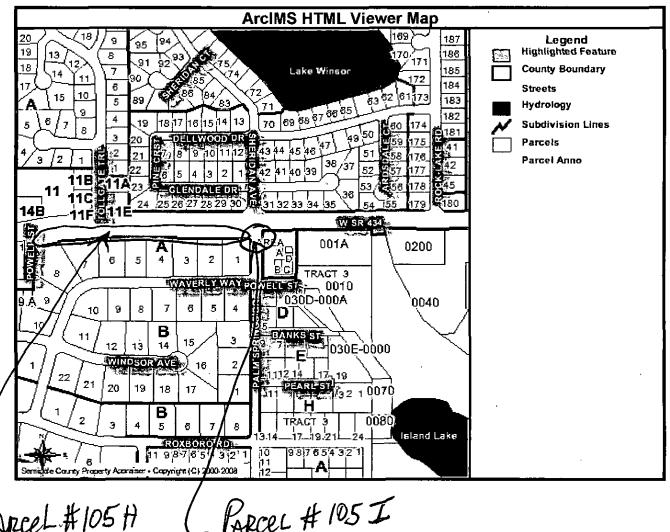


Map #1

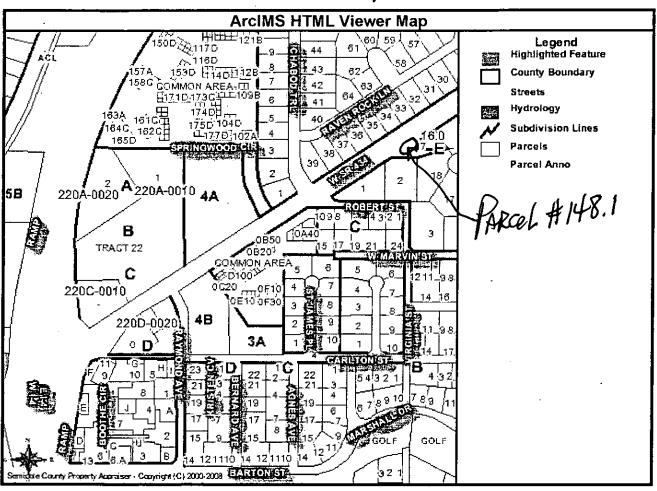
LOCATION MAP



May #2



PARCEL#105H _ PARCEL # 105 I



RESOLUTION NO. 2010-R		
RESOLUTION		
THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE, 2010.		
WHEREAS, the State of Florida Department of Transportation (hereinafter, "the Department" proposes to improve State Road No. 434, Section No. 77120, F.P. No. 240233-3, (hereinafter, "the project") in Seminole County, Florida; and		
WHEREAS, it is necessary that certain lands now owned by Seminole County, identified by the Department as Parcel Numbers 105.1R, and 148.1R, Section No. 77120; (hereinafter, "the parcels") be acquired by the Department for the Project; and		
WHEREAS, said parcels are not needed for county purposes; and		
WHEREAS , the Department has made application to Seminole County to execute and deliver to the Department County Deeds in favor of the Department for the Parcels for transportation purposes, and said application having been duly considered,		
NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminol County, Florida, that the application of the Department for County Deeds are for transportation purpose which are in the public or community interest and for public welfare, and the Parcels are not needed for County purposes; that the Chairman of the Board of County Commissioners is hereby authorized to execute deeds in favor of the Department for Parcel Numbers 105.1R, and 148.1R.		
ADOPTED THIS, 2010.		
Attest: BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY		

MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

Prepared under the direction of: Charles F. Barcus, Program Manager II/Right-of-Way November 4, 2009

Bob Dallari, Chairman

Document Prepared By: Warren Lewis, Right-of-Way Agent Right-of-Way Section Seminole County Engineering Division 520 W. Lake Mary Blvd., Suite 200 Sanford, Florida 32773

COUNTY DEED

Parcel No. 148.1R Section 77120 State Road No. 434 County of Seminole, Florida

THIS DEED is made this ______ day of _______ 2010, by SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the GRANTOR, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORATION, whose address is 719 South Woodland Boulevard, Deland, Florida, 32720, hereinafter referred to as the GRANTEE or F.D.O.T.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby grant, bargain, and sell to GRANTEE, its heirs and assigns forever, the following described land lying and being in the County of Seminole, State of Florida, to-wit:

See Legal Description attached hereto as Exhibit "A"

GRANTOR, in accordance with Section 270.11, Florida Statutes, releases its interest in, and title in and to all the phosphate, minerals and metals that are or may be in, on, or under the above described land and all the petroleum that is or may be in, on, or under the above described land with the privilege to mine and develop the same, the GRANTEE having petitioned for said release. The reason justifying such release is that GRANTEE is an agency of the State of Florida, which state therefore loses no rights by such release.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatever of the said grantor, either in law or equity, to the said grantee forever.

PROVIDED that the following rights are reserved to Grantor:

- 1. The Grantor shall have the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval shall be based on the application of the minimum standards referenced above and which approval shall be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the Grantor and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the Grantor to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration. adjustment, or relocation. If FDOT requires Grantor to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.
- 2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) shall supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
- 3. The Grantor shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
- 4. The Grantor agrees to repair any damage caused by the Grantor to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the Grantor exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida	By:Bob Dallari, Chairman
	Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at their, 2010 regular meeting
County Attorney	

PARCEL NO. 148

SECTION 77120 F.P. NO. 240233-3

All of that triangular parcel of land lying within the Northwest 1/4 of the Northeast 1/4 of Section 2, Township 21 South, Range 29 East, Seminole County, Florida, being identified as "PARK" and dedicated to the use of the public as shown on plat of SANLANDO SPRINGS, Tract No. 18, as recorded in Plat Book 4, Page 60, of the Public Records of Seminole County, Florida. Being further described as a triangular parcel of land being bounded on the North by State Road 434 (Longwood Drive), a 100 foot right of way, and bounded on the East by Virginia Avenue, a 50 foot right of way, and bounded on the South by Irving Street, a 50 foot right of way as shown on the Florida Department of Transportation Right of Way Map for State Road 434, F.P. No. 240233 3, Section 77120, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida.

Containing 173 square feet, more or less.

This legal description prepared under the direction of: Russell D. Kessler, P.L.S. No. 5115 Florida Department of Transportation 719 South Woodland Boulevard DeLand, Florida 32720 Document Prepared By: Warren Lewis, Right-of-Way Agent Right-of-Way Section Seminole County Engineering Division 520 W. Lake Mary Blvd., Suite 200 Sanford, Florida 32773

COUNTY DEED

Parcel No. 105.1R Section 77120 State Road No. 434 County of Seminole, Florida

THIS DEED is made this ______ day of _______ 2010, by SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the GRANTOR, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORATION, whose address is 719 South Woodland Boulevard, Deland, Florida, 32720, hereinafter referred to as the GRANTEE or F.D.O.T.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby grant, bargain, and sell to GRANTEE, its heirs and assigns forever, the following described land lying and being in the County of Seminole, State of Florida, to-wit:

See Legal Description attached hereto as Exhibit "A"

GRANTOR, in accordance with Section 270.11, Florida Statutes, releases its interest in, and title in and to all the phosphate, minerals and metals that are or may be in, on, or under the above described land and all the petroleum that is or may be in, on, or under the above described land with the privilege to mine and develop the same, the GRANTEE having petitioned for said release. The reason justifying such release is that GRANTEE is an agency of the State of Florida, which state therefore loses no rights by such release.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatever of the said grantor, either in law or equity, to the said grantee forever.

PROVIDED that the following rights are reserved to Grantor:

- 1. The Grantor shall have the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval shall be based on the application of the minimum standards referenced above and which approval shall be evidenced by the issuance of utility permit. If, based on the application of those minimum standards. FDOT does not approve new construction or relocation of facilities proposed by the Grantor and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the Grantor to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires Grantor to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.
- 2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) shall supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
- 3. The Grantor shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
- 4. The Grantor agrees to repair any damage caused by the Grantor to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the Grantor exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida	By:Bob Dallari, Chairman
	Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at their, 2010 regular meeting
County Attorney	

EXHIBIT "A"

PARCEL NO. 105A

SECTION 77120 F.P. NO. 240233 3

A portion of Carlton Street per the Replat of Tracts 18, 19, 20 and 22, Sanlando Springs as recorded in Plat Book 7, Page 3 of the Public Records of Seminole County, Florida and being more particularly described as follows:

Commence at a nail with disk stamped "TINKLEPAUGH SURVEYORS", marking the Southwest corner of the Southeast quarter of the Northwest quarter of Section 2, Township 21 South, Range 29 East, Seminole County; Florida; thence North 89°56'09" East along the South line of said Southeast quarter of the Northwest quarter, a distance of 818.19 feet to a point on the existing Southeasterly limited access right of way line of State Road 400 as shown on the Florida Department of Transportation right of way map, Section 77120, Financial Project No. 240233 3 for the POINT OF BEGINNING; thence departing said South line, run North 47°26'01" East along said limited access right of way line, a distance of 37.00 feet to a point on the North right of way line of Carlton Street per the Replat of Tracts 18, 19, 20 and 22, Sanlando Springs as recorded in Plat Book 7, Page 3 of the Public Records of Seminole County, Florida; thence departing said limited access right of way line, run North 89°56'09" East along said North right of way line, a distance of 442.13 feet to a point on the Westerly right of way line of Raymond Avenue per aforesaid plat; thence departing said North right of way line, run South 00°04'57" East along said Westerly right of way line, a distance of 25.00 feet to a point on aforesaid South line of the Southeast quarter of the Northwest quarter; thence departing said Westerly right of way line of Raymond Avenue, run South 89°56'09" West along said South line, a distance of 469.42 feet to a point on aforesaid Southeasterly limited access right of way line of State Road 400 and the POINT OF BEGINNING.

Containing 11394 square feet, more or less.

PARCEL NO. 105B

A portion of Raymond Avenue per the Replat of Tracts 18, 19, 20 and 22, Sanlando Springs as recorded in Plat Book 7, Page 3 of the Public Records of Seminole County, Florida and being more particularly described as follows:

Commence at a 4" x 4" concrete monument with disk stamped "FDOT JWG LB 1", marking the Northeast corner of the Northwest quarter of Section 2, Township 21 South, Range 29 East, Seminole County, Florida; thence South 00°04'57" East along the East line of said Northwest quarter, a distance of 2035.86 feet to a point on the existing Southeasterly right of way line of State Road 434 as shown on the Florida Department of Transportation right of way map, Section 77120, Financial Project No. 240233 3; thence departing said East line, run South 56°47'00" West along said Southeasterly right of way

line, a distance of 35.46 feet to a point on the Northeasterly right of way line of Raymond Avenue per the Replat of Tracts 18, 19, 20 and 22, Sanlando Springs as recorded in Plat Book 7, Page 3 of the Public Records of Seminole County, Florida for the POINT OF BEGINNING; said point being on a curve concave Southwesterly and having a radius of 364.80 feet; thence departing said Southeasterly right of way line from a tangent bearing of South 33°19'26" East, run Southeasterly along said Northeasterly right of way line of Raymond Avenue and along the arc of said curve through a central angle of 04°50'06", an arc distance of 30.78 feet; thence departing said Northeasterly right of way line, run South 56°47'00" West, a distance of 60.25 feet to a point on the Southwesterly right of way line of aforesaid Raymond Avenue; said point being on a curve concave Southwesterly and having a radius of 304.80 feet; thence from a tangent bearing of North 27°33'19" West, run Northwesterly along said Southwesterly right of way line and the arc of said curve through a central angle of 05°47'22", an arc distance of 30.80 feet to a point on aforesaid Southeasterly right of way line of State Road 434; thence departing said curve, run North 56°47'00" East along said Southeasterly right of way line, a distance of 60.01 feet to a point on aforesaid Northeasterly right of way line of Raymond Street and the POINT OF BEGINNING.

Containing 1848 square feet, more or less.

PARCEL NO. 105C

A portion of Robert Street per the plat of Sanlando Springs, Tract No. 23 as recorded in Plat Book 5, Page 46 and per the plat of Knollwood as recorded in Plat Book 14, Page 58 of the Public Records of Seminole County, Florida and being more particularly described as follows:

Commence at a 4" x 4" concrete monument with disk stamped "FDOT JWG LB 1", marking the Northwest corner of the Northeast quarter of Section 2, Township 21 South, Range 29 East, Seminole County, Florida; thence South 00°04'57" East along the West line of said Northeast quarter, a distance of 2035.86 feet to a point on the existing Southeasterly right of way line of State Road 434 as shown on the Florida Department of Transportation right of way map, Section 77120, Financial Project No. 240233 3; thence departing said West line, run North 56°47'00" East along said right of way line, a distance of 21.58 feet; thence North 56°48'17" East, a distance of 858.57 feet to a point on the South right of way line of Robert Street per the plat of Sanlando Springs, Tract No. 23 as recorded in Plat Book 5, Page 46 of the Public Records of Seminole County, Florida for the POINT OF BEGINNING; thence continue North 56°48'17" East along aforesaid Southeasterly right of way line of State Road 434, a distance of 90.91 feet; thence North 56°46'44" East along said Southeasterly right of way line, a distance of 135.68 feet to an intersection with the North right of way line of Robert Street per the plat of Knollwood as recorded in Plat Book 14, Page 58 of the Public Records of Seminole County, Florida; said point being the cusp of a curve concave Easterly and having a radius of 40.00 feet; thence departing said Southeasterly right of way line from a tangent bearing of South

56°46'44" West, run Southwesterly along said North right of way line and along the arc of said curve through a central angle of 63°43'42", an arc distance of 44.49 feet; thence departing said North right of way line and said curve, run South 56°48'17" West, a distance of 156.50 feet to a point on the South right of way line of Robert Street per aforesaid plat of Sanlando Springs, Tract No. 23; thence South 89°49'27" West along said South right of way line, a distance of 40.83 feet to a point on aforesaid Southeasterly right of way line of State Road 434 and the POINT OF BEGINNING.

Containing 4093 square feet, more or less.

PARCEL NO. 105D

A portion of Irving Street per the plat of Sanlando Springs, Tract No. 18 as recorded in Plat Book 4, Page 60 and Sanlando Springs, Tract No. 23 as recorded in Plat Book 5, Page 46 and Virginia Avenue per the plats of Sanlando Springs, Tract No. 17 as recorded in Plat Book 4, Page 55 and Sanlando Springs Tract No. 18 as recorded Plat Book 4, Page 60 of the Public Records of Seminole County, Florida being more particularly described as follows:

Commence at a 4" x 4" concrete monument with disk stamped "FDOT JWG LB 1", marking the Northwest corner of the Northeast quarter of Section 2, Township 21 South, Range 29 East, Seminole County, Florida; thence South 00°04'57" East along the West line of said Northeast quarter, a distance of 2035.86 feet to a point on the existing Southeasterly right of way line of State Road 434 as shown on the Florida Department of Transportation right of way map, Section 77120, Financial Project No. 240233 3; thence departing said West line, run along said right of way line the following three courses; North 56°47'00" East, a distance of 21.58 feet; thence North 56°48'17" East, a distance of 949.48 feet; thence North 56°46'44" East, a distance of 459.30 feet to an intersection with the existing South right of way line of Irving Street per the plat of Sanlando Springs, Tract No. 23 as recorded in Plat Book 5, Page 46 of the Public Records of Seminole County. Florida for the POINT OF BEGINNING; thence continue North 56°46'44" East along said Southeasterly right of way line of State Road 434, a distance of 91.70 feet to an intersection with the North right of way line of Irving Street per the plat of Sanlando Springs, Tract No. 18 as recorded in Plat Book 4, Page 60 of the Public Records of Seminole County, Florida; thence departing said Southeasterly right of way line of State Road 434, run North 89°49'04" East along said North right of way line of Irving Street, a distance of 23.05 feet to an intersection with the West right of way line of Virginia Avenue per aforesaid plat of Sanlando Springs Tract No. 18; thence departing said North right of way line, run North 00°01'55" West along said West right of way line, a distance of 15.02 feet to a point on aforesaid Southeasterly right of way line of State Road 434; thence departing said West right of way line of Virginia Avenue, run North 56°46'44" East along said Southeasterly right of way line, a distance of 59.74 feet to an intersection with the

East right of way line of Virginia Avenue per the plat of Sanlando Springs, Tract No. 17 as recorded in Plat Book 4, Page 55 of the Public Records of Seminole County, Florida; thence departing said Southeasterly right of way line of State Road 434, run South 00°01'55" East along said East right of way line of Virginia Avenue, a distance of 26.92 feet; thence departing said East right of way line, run South 56°48'17" West, a distance of 129.70 feet to a point on the South right of way line of Irving Street of aforesaid Sanlando Springs, Tract No. 23; thence South 89°49'04" West along said South right of way line, a distance of 41.22 feet to a point on aforesaid Southeasterly right of way line of State Road 434 and the POINT OF BEGINNING.

Containing 3300 square feet, more or less.

PARCEL NO. 105E

A portion of Roxboro Road per the plat of Knollwood as recorded in Plat Book 14, Page 58 of the Public Records of Seminole County, Florida and being more particularly described as follows:

Commence at a 4" x 4" concrete monument with disk stamped "FDOT JWG LB 1", marking the Northwest corner of the Northeast guarter of Section 2, Township 21 South, Range 29 East, Seminole County, Florida; thence South 00°04'57" East along the West line of said Northeast quarter, a distance of 2035.86 feet to a point on the existing Southeasterly right of way line of State Road 434 as shown on the Florida Department of Transportation right of way map, Section 77120, Financial Project No. 240233 3; thence departing said West line, run along said right of way line the following three courses; North 56°47'00" East, a distance of 21.58 feet; thence North 56°48'17" East, a distance of 949.48 feet; thence North 56°46'44" East, a distance of 1448.92 feet to an intersection with the Southwesterly right of way line of Roxboro Road per the plat of Knollwood as recorded in Plat Book 14, Page 58 of the Public Records of Seminole County, Florida for the POINT OF BEGINNING; thence continue North 56°46'44" East along said Southeasterly right of way line of State Road 434, a distance of 124.64 feet to a point on the Northeasterly right of way line of Roxboro Road per aforesaid plat of Knollwood; thence departing said Southeasterly right of way line, run South 33°09'59" East along said Northeasterly right of way line, a distance of 22.96 feet; thence departing said Northeasterly right of way line, run South 56°48'17" West, a distance of 100.06 feet to a point on aforesaid Southwesterly right of way line of Roxboro Road; said point also being a point on a curve concave Southwesterly and having a radius of 24.61 feet; thence from a tangent bearing of North 37°10'39" West, run Northwesterly along said Southwesterly right of way line and along the arc of said curve through a central angle of 86°02'38", an arc distance of 36.96 feet to a point on aforesaid Southeasterly right of way line of State Road 434 and the POINT OF BEGINNING.

Containing 2424 square feet, more or less.

PARCEL NO. 105F

A portion of the West half of Pressview Avenue per the plat of Sanlando Springs, Tract No. 17 as recorded in Plat Book 4, Page 55 and a portion of the East half of Pressview Avenue and Powell Street per the plat of Sanlando Springs, Tract No. 4 as recorded in Plat Book 5, Page 55 of the Public Records of Seminole County, Florida and being more particularly described as follows:

Commence at a nail and disk stamped with no identification, marking the Northwest corner of the Northwest quarter of Section 1, Township 21 South, Range 29 East, Seminole County, Florida; thence South 00°01'00" West along the West line of said Northwest quarter, a distance of 319.77 feet to a point on the existing Southeasterly right of way line of State Road 434 as shown on the Florida Department of Transportation right of way map, Section 77120, Financial Project No. 240233 3 for the POINT OF BEGINNING; thence departing said West line, run North 56°46'44" East along said right of way line, a distance of 38.43 feet to the point of curvature of a curve concave Southeasterly and having a radius of 1860.08 feet; thence run Northeasterly along said right of way line and along the arc of said curve through a central angle of 01°21'46, an arc distance of 44.25 feet to a point on the North right of way line of Powell Street per the plat of Sanlando Springs, Tract No. 4 as recorded in Plat Book 5; Page 55 of the Public Records of Seminole County, Florida; thence departing said Southeasterly right of way line of State Road 434, run North 89°41'00" East along said North right of way line, a distance of 50.08 feet to a point on a curve concave Southeasterly and having a radius of 1837.25; thence departing said right of way line from a tangent bearing of South 59°27'07" West, run Southwesterly along the arc of said curve through a central angle of 02°12'18", an arc distance of 70.70 feet to the point of tangency thereof; thence South 57°14'49" West, a distance of 24.68 feet to a point on the South right of way line of aforesaid Powell Street: thence South 89°41'00" West along said South right of way line, a distance of 13.69 feet to an intersection with the East right of way line of Pressview Avenue per aforesaid plat of Sanlando Springs, Tract No. 4; thence departing said South right of way line of Powell Street, run South 00°01'52" West along said East right of way line of Pressview Avenue, a distance of 8.73 feet; thence departing said East right of way line, run South 57°14'49" West, a distance of 59.47 feet to a point on the West right of way line of Pressview Avenue per the plat of Sanlando Springs, Tract No. 17 as recorded in Plat Book 4, Page 55 of the Public Records of Seminole County, Florida; thence North 00°01'52" East along said West right of way line, a distance of 29.86 feet to a point on aforesaid Southeasterly right of way line of State Road 434; thence North 56°46'44" East along said right of way line, a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 3559 square feet, more or less.

PARCEL NO. 105G

That portion of Powell Street, formerly known as Bode Avenue, per the plat of Sanlando Springs, Tract No. 4 as recorded in Plat Book 5, Page 55 of the Public Records of Seminole County, Florida and being more particularly described as follows:

Commence at a nail and disk with no identification, marking the Northwest corner of the Northwest quarter of Section 1, Township 21 South, Range 29 East, Seminole County, Florida; thence South 00°01'00" West along the West line of said Northwest quarter, a distance of 319.77 feet to a point on the existing Southeasterly right of way line of State Road 434 as shown on the Florida Department of Transportation right of way map, Section 77120, Financial Project No. 240233 3; thence departing said West line, run North 56°46'44" East along said right of way line, a distance of 38.43 feet to the point of curvature of a curve concave Southeasterly and having a radius of 1860.08 feet; thence run Northeasterly along said right of way line and along the arc of said curve through a central angle of 01°21'46, an arc distance of 44.25 feet; thence departing said curve, run North 89°41'00" East along said right of way line, a distance of 111.24 feet to a point on the West line of the East 4 feet of Lot 10, Block B per the plat of Sanlando Springs, Tract No. 4 as recorded in Plat Book 5, Page 55 of the Public Records of Seminole County. Florida; thence North 00°00'02 East, along said West line and Southeasterly right of way line of State Road 434, a distance of 63.30 feet to a point on a curve concave Southeasterly and having a radius of 1860.08 feet; thence from a tangent bearing of North 62°05'40" East, run Northeasterly along said Southeasterly right of way line and along the arc of said curve through a central angle of 14°58'00", an arc distance of 485.88 feet to the West right of way line of Powell Street, formerly known as Bode Avenue, per aforesaid plat of Sanlando Springs, Tract No. 4 for the POINT OF BEGINNING; thence continue Northeasterly along said Southeasterly right of way and along the arc of said curve through a central angle of 01°34'32", an arc distance of 51.15 feet to a point on the East right of way line of aforesaid Powell Street; thence departing said curve and said Southeasterly right of way line, run South 00°00'02" West along said East right of way line, a distance of 25.82 feet to a point on a curve concave Southerly and having a radius of 1837.25 feet; thence departing said East right of way line, from a tangent bearing of South 78°25'36" West, run Westerly along the arc of said curve through a central angle of 01°35'47", an arc distance of 51.19 feet to a point on the aforesaid West right of way line of Powell Street; thence departing said curve from a tangent bearing of South 76°49'49" West, run North 00°00'02" East, along said West right of way line, a distance of 26.02 feet to a point on aforesaid Southeasterly right of way line of State Road 434 and the POINT OF BEGINNING.

Containing 1296 square feet, more or less.

PARCEL NO. 105H

A portion of Charles Street per the plat of Sanlando Springs, Tract No. 4 as recorded in Plat Book 5, Page 55 of the Public Records of Seminole County, Florida and being more particularly described as follows:

Commence at a nail and disk with no identification, marking the Northwest corner of the Northwest quarter of Section 1, Township 21 South, Range 29 East, Seminole County, Florida; thence North 89°42'38" East along the North line of said Northwest quarter, a distance of 1041.77 feet to a point on the existing South right of way line of State Road 434 as shown on the Florida Department of Transportation right of way map, Section 77120, Financial Project No. 240233 3 for the POINT OF BEGINNING; thence continue North 89°42'38" East along said North line and said South right of way line, a distance of 277.50 feet; thence departing said North line, run South 00°00'36" West along said right of way, a distance of 24.08 feet to the South right of way line of Charles Street per the plat of Sanlando Springs, Tract No. 4 as recorded in Plat Book 5, Page 55 of the Public Records of Seminole County, Florida; thence departing South right of way line of State Road 434, run South 89°44'58 West, along said South right of way line of Charles Street, a distance of 573.29 feet to a point on aforesaid South right of way line of State Road 434; said point being on a curve concave Southeasterly and having a radius of 1860.08 feet; thence from a tangent bearing of North 80°33'24" East, run Northeasterly along said South right of way line and along the arc of said curve through a central angle of 09°09'14", an arc distance of 297.18 feet to the POINT OF BEGINNING.

Containing 11363 square feet, more or less.

PARCEL NO. 1051

That portion of Palm Springs Drive, formerly know as Aldus Avenue, per the plat of Sanlando Springs, Tract No. 3 as recorded in Plat Book 5, Page 51 and per Official Records Book 2078, Page 759 of the Public Records of Seminole County, Florida and being more particularly described as follows:

Commence at a nail and disk with no identification, marking the Northwest corner of the Northwest quarter of Section 1, Township 21 South, Range 29 East, Seminole County, Florida; thence North 89°42'38" East along the North line of said Northwest quarter, a distance of 1041.77 feet to a point on the existing South right of way line of State Road 434 as shown on the Florida Department of Transportation right of way map, Section 77120, Financial Project No. 240233 3; thence continue North 89°42'38" East, along said North line and said South right of way line, a distance of 277.50 feet; thence departing said North line, run South 00°00'36" West along said right of way line, a distance of 24.08

feet; thence North 89°44′58" East along said right of way line, a distance of 608.41 feet to the West right of way line of Palm Springs Drive, formerly known as Aldus Avenue per the plat of Sanlando Springs, Tract No. 3 as recorded in Plat Book 5, Page 51 and Official Records Book 2078, Page 759 of the Public Records of Seminole County, Florida for the POINT OF BEGINNING; thence continue North 89°44′58" East along said South right of way line of State Road 434, a distance of 90.06 feet to the East right of way line, run South 00°06′53" East along said East right of way line, a distance of 33.21 feet; thence departing said East right of way line, run South 89°53′07" West, a distance of 65.00 feet to a point on aforesaid West right of way line of Palm Springs Drive; thence North 00°06′53" West, along said West right of way line, a distance of 8.00 feet to the point of curvature of a curve concave Southwesterly and having a radius of 25.00 feet; thence run Northwesterly along said West right of way line and along the arc of said curve through a central angle of 90°08′08", an arc distance of 39.33 feet to the point of tangency thereof; said point being on aforesaid South right of way line of State Road 434 and the POINT OF BEGINNING.

Containing 2288 square feet, more or less.

Containing in the aggregate 41,565 square feet (0.954 acres), more or less.

This legal description prepared under the direction of: William D. Donley, P.L.S. Florida Registration No. 5381 Bowyer-Singleton & Associates, Inc. 110 West Indiana Ave., Suite 102 DeLand, Florida 32720

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution and Authorization for the Chairman to Execute a Subordination of County Utility Interests Agreement with the Florida Department of Transportation for Property (FDOT ~ Parcel Numbers 104.2R and 802.2R) Necessary to Improve State Road 415 (from State Road 46 to the Volusia County Line)

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson CONTACT: Warren Lewis EXT: 5658

MOTION/RECOMMENDATION:

Adopt a Resolution and authorize the Chairman to execute a Subordination of County Utility Interests Agreement with the Florida Department of Transportation for property (FDOT ~ Parcel Numbers 104.2R and 802.2R) determined necessary to improve State Road 415 (from State Road 46 to the Volusia County Line).

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

The Florida Department of Transportation (FDOT) has requested that Seminole County enter into an agreement to subordinate the County's present utility easement rights in lands described by FDOT as Parcel Numbers 104.2R and 802.2R and determined necessary to improve State Road 415 (from State Road 46 to the Volusia County Line).

STAFF RECOMMENDATION:

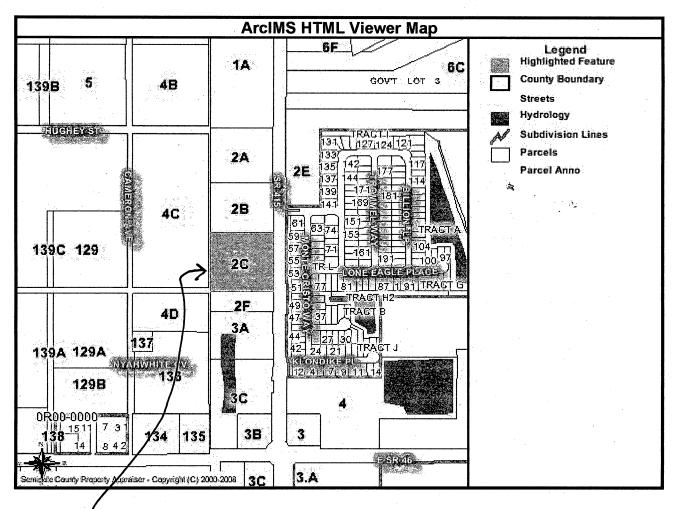
Staff recommends the Board adopt the Resolution and authorize the Chairman to execute a Subordination of County Utility Interests Agreement with the Florida Department of Transportation for property (FDOT ~ Parcel Numbers 104.2R and 802.2R) determined necessary to improve State Road 415 (from State Road 46 to the Volusia County Line).

ATTACHMENTS:

- Location Map-Subordination FDOT Parcels 104.2R & 802.2R-SR 415
- 2. Resolution-Subordination FDOT Parcels 104.2R & 802.2R-SR 415
- 3. Subordination of County Utility Interests

Additionally Reviewed By:

County Attorney Review (Matthew Minter)



Subject Parcel

1	TO CH			THE	TATA	D.T.A.	3010 T	.
N	Tr 2	U.	LU	11	OIA	NU.	2010-F	•

	RESOLUT	ION	
THE REGULAI COMMISSION	VING RESOLUTI R MEETING OF T ERS OF SEMINO _ DAY OF	THE BOARD OF DLE COUNTY, 1	COUNTY FLORIDA,
WHEREAS, the State of I No. 415, Section No. 77161, F.P. N			poses to improve State Road; and
WHEREAS, it is necessar subordinate to the rights of the State			wned by Seminole County be; and
WHEREAS, the necessary Parcel Number 104.2R and 802.2R.			artment of Transportation as
WHEREAS, said use is in	the best interest of the	e county; and	
WHEREAS, the State of County to execute and deliver to th County Utility Interests in favor of rights that the county has in and having been duly considered.	e State of Florida Dep f the State of Florida	partment of Transport Department of Tran	sportation, subordinating the
NOW THEREFORE, BE County, Florida, that the applica Subordination of County Utility community interest and for public v State of Florida Department of Tra No. 77161 has been drawn and exec	ation of the State of Interest is for transportation identified	of Florida Department portation purposes dination of County U d as Parcel Number	which are in the public or tility Interests in favor of the 104.2R and 802.2R, Section
ADOPTED THIS	DAY OF	, 2010	• 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
	ВС	OARD OF COUNT SEMINOLE	Y COMMISSIONERS C COUNTY
Attest:			
	<u></u>	Bob Dallari,	Chairman

MARYANNE MORSE, Clerk to the **Board of County Commissioners in** and for Seminole County, Florida.

Attest:

Prepared under the direction of: Charles F. Barcus Program Manager II/Right-of-Way November 4, 2009

23-UTL02-09/01
August 27, 2009
This instrument prepared by
JENIFER PATTERSON
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 104.2R SECTION 77161 F.P. NO. 407355-1 STATE ROAD 415 COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, ____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 104

SECTION 77161 F.P. NO. 407355 1

That part of:

"The Northwest 1/4 of the Southwest 1/4 of Section 34, Township 19 South, Range 31 East, Seminole County, Florida, LESS, the North 930 feet thereof; Lying West of State Road 415."

Being those certain lands as described in Official Records Book 5916, Page 61 of the Public Records of Seminole County, Florida.

Being described as follows:

Commence at a 1/2" iron pipe with no identification marking the Northwest corner of the Northwest quarter of the Southwest quarter of Section 34, Township 19 South, Range 31 East, Seminole County, Florida; thence North 89°51'40" East along the North line of said Northwest quarter of the Southwest quarter, a distance of 474.40 feet to a point on the existing Westerly right of way line of State Road 415 as shown on the Florida Department of Transportation right of way map, Section 77161, Financial Project No. 407355 1; thence departing said North line, run South 00°18'26" East along said right of way line, a distance of 930.00 feet to a point on the South line of the North 930 feet of aforesaid Northwest quarter of the Southwest quarter and the POINT OF BEGINNING; thence departing said South line, continue South 00°18'26" East along said right of way line, distance of 390.02 feet to a point on the South line of aforesaid Northwest quarter of the Southwest quarter; thence departing said right of way line, run South 89°52'13" West along said South line, a distance of 10.00 feet; thence departing

PARCEL NO. 104.2R SECTION 77161 F.P. NO. 407355-1 PAGE 2

said South line, run North 00°18'26" West, a distance of 390.02 feet to a point on aforesaid South line of the North 930 feet of the Northwest quarter of the Southwest quarter; thence North 89°51'40" East along said South line, a distance of 10.00 feet to a point on aforesaid Easterly right of way line of State Road 415 and the POINT OF BEGINNING.

Containing 3900 square feet, more or less.

This legal description prepared under the direction of: William D. Donley, P.S.M. Florida Registration No. 5381 Bowyer-Singleton & Associates, Inc. 110 West Indiana Ave., Suite 102 DeLand, Florida 32720

RECORDED

INSTRUMENT	DATE	FROM	ТО	O.R. BOOK/PAGE
Access & Drainage	01/08/97	Central Florida Family Health Center, Inc.	Seminole County	3201 / 1046
Easement				

PROVIDED that the County has the following rights:

- The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval shall be based on the application of the minimum standards referenced above and which approval shall be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the Utility and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the Utility to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration. adjustment, or relocation. If FDOT requires Utility to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.
- 2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) shall supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
- 3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

PARCEL NO. 104.2R SECTION 77161 F.P. NO. 407355-1 PAGE 3

County Attorney

4. The Utility agrees to repair any damage caused by the Utility to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

gned, sealed and delivered the presence of witnesses:	STATE OF FLORIDA DEPARTMENT
	OF TRANSPORTATION By:
GNATURÉ LINE	George S. Lovett, Attorney,
RINT/TYPE NAME:	District Director Of
	Transportation Development
CNATUDE LINE	for District Five
GNATURE LINE RINT/TYPE NAME:	719 S. Woodland Blvd. DeLand, Florida 32720
	Approved as to Form,
	Legality and Execution:
	Ву:
TATE OF FLORIDA	District Counsel
TATE OF FLORIDA	
DUNTY OF VOLUSIA	
The foregoing instrument was polynouledged before me this	a day as
The foregoing instrument was acknowledged before me thi George S. Lovett, District Director of Transportation Developmen	nt for District Five, who is personally known to me or
no has produced as ide	
PRINT/	TYPE NAME:
	Public in and for the
County	and State last aforesaid.
My Com	nmission Expires:
Serial N	
IN WITNESS WHEREOF, the County has	caused these presents to be executed in
	Caused these procents to be evented in
IN WITNESS WHEREOF, the County has name by its Board of County Commissioners active	Caused these presents to be executed in
IN WITNESS WHEREOF, the County has name by its Board of County Commissioners actions and Board, the day and year aforesaid.	caused these presents to be executed in ng by the Chairperson or Vice-Chairperson
IN WITNESS WHEREOF, the County has name by its Board of County Commissioners active	caused these presents to be executed in ng by the Chairperson or Vice-Chairperson BOARD OF COUNTY COMMISSIONERS
IN WITNESS WHEREOF, the County has name by its Board of County Commissioners actions said Board, the day and year aforesaid.	caused these presents to be executed in ng by the Chairperson
IN WITNESS WHEREOF, the County has name by its Board of County Commissioners actions and Board, the day and year aforesaid.	caused these presents to be executed in ng by the Chairperson or Vice-Chairperson BOARD OF COUNTY COMMISSIONERS
IN WITNESS WHEREOF, the County has name by its Board of County Commissioners actions and Board, the day and year aforesaid.	caused these presents to be executed in ng by the Chairperson or Vice-Chairperson BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
IN WITNESS WHEREOF, the County has name by its Board of County Commissioners actives aid Board, the day and year aforesaid. ATTEST:	caused these presents to be executed in ng by the Chairperson or Vice-Chairperson BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By:
IN WITNESS WHEREOF, the County has name by its Board of County Commissioners actives aid Board, the day and year aforesaid. ATTEST: MARYANNE MORSE	caused these presents to be executed in ng by the Chairperson or Vice-Chairperson BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
IN WITNESS WHEREOF, the County has name by its Board of County Commissioners actives aid Board, the day and year aforesaid. ATTEST: MARYANNE MORSE Clerk to the Board of County Commissioners	caused these presents to be executed in ng by the Chairperson or Vice-Chairperson BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By:
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IN WITNESS WHEREOF, the County has name by its Board of County Commissioners activated Board, the day and year aforesaid. ATTEST: MARYANNE MORSE Clerk to the Board of County Commissioners	caused these presents to be executed in ng by the Chairperson or Vice-Chairperson BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By: Bob Dallari, Chairman
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IN WITNESS WHEREOF, the County has name by its Board of County Commissioners actin said Board, the day and year aforesaid. ATTEST: MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida	caused these presents to be executed in ng by the Chairperson or Vice-Chairperson BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By: Bob Dallari, Chairman
IN WITNESS WHEREOF, the County has name by its Board of County Commissioners actin said Board, the day and year aforesaid. ATTEST: MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida For the use and reliance	caused these presents to be executed in ng by the Chairperson or Vice-Chairperson BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By: Bob Dallari, Chairman Date: As authorized for execution
IN WITNESS WHEREOF, the County has name by its Board of County Commissioners actin said Board, the day and year aforesaid. ATTEST: MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida For the use and reliance of Seminole County only.	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By: Bob Dallari, Chairman Date: As authorized for execution by the Board of County Commissioners
IN WITNESS WHEREOF, the County has name by its Board of County Commissioners activated Board, the day and year aforesaid. ATTEST: MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida For the use and reliance	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By: Bob Dallari, Chairman Date: As authorized for execution by the Board of County Commissioners
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IN WITNESS WHEREOF, the County has name by its Board of County Commissioners actin said Board, the day and year aforesaid. ATTEST: MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida For the use and reliance of Seminole County only.	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By: Bob Dallari, Chairman Date: As authorized for execution by the Board of County Commissioners

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution and Authorization to Execute a County Deed Conveying Property (Parcel Number 101.1R) to the Florida Department of Transportation Necessary to Improve State Road 436 at Red Bug Lake Road (Lake Howell Road to Wilshire Boulevard)

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson CONTACT: Warren Lewis EXT: 5658

MOTION/RECOMMENDATION:

Adopt a Resolution and authorize the Chairman to execute a County Deed conveying property (Parcel Number 101.1R) to the Florida Department of Transportation necessary to improve State Road 436 at Red Bug Lake Road from Lake Howell Road to Wilshire Boulevard.

District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

It has been determined that certain land identified as Parcel Number 101.1R now owned by Seminole County be acquired by the Florida Department of Transportation (FDOT) to improve State Road 436 at Red Bug Lake Road from Lake Howell Road to Wilshire Boulevard. FDOT has requested that Seminole County execute and deliver a County deed conveying all rights, title and interests that the County has in and to said lands for transportation purposes.

STAFF RECOMMENDATION:

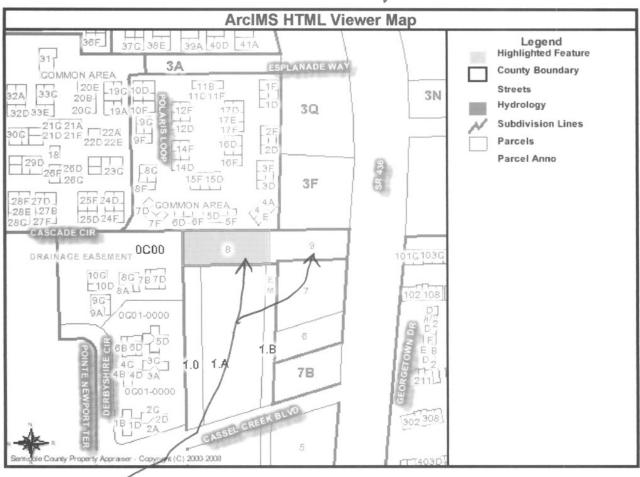
Staff recommends the Board adopt a Resolution and authorize the Chairman to execute a County Deed conveying property (Parcel Number 101.1R) to the Florida Department of Transportation necessary to improve State Road 436 at Red Bug Lake Road from Lake Howell Road to Wilshire Boulevard.

ATTACHMENTS:

- 1. Location Map-FDOT-Parcel Number 101.1R-County Deed-SR 436
- Resolution-FDOT-Parcel Number 101.1R-County Deed-SR 436
- 3. County Deed-FDOT-Parcel Number 101.1R-County Deed 436

Additionally Reviewed By:

County Attorney Review (Matthew Minter)



Subject Parcels

RESOLUTION	NO.	2010-R	

RESOLUTION	ON
THE FOLLOWING RESOLUTION THE REGULAR MEETING OF COMMISSIONERS OF SEMINON THE DAY OF	THE BOARD OF COUNTY NOLE COUNTY, FLORIDA,
WHEREAS, the State of Florida Department State Road No. 436, Section No. 77080, F.P. No. 41930	of Transportation proposes to construct or improve 69-1, in Seminole County, Florida; and
WHEREAS, it is necessary that certain lands a State of Florida Department of Transportation; and	now owned by Seminole County be acquired by the
WHEREAS, the necessary lands are identified Parcel Number 101.1R, Section No. 77080; and	ed by the Florida Department of Transportation as
WHEREAS, said property is not needed for co	ounty purposes; and
WHEREAS, the State of Florida Departmer County to execute and deliver to the State of Florida favor of the State of Florida Department of Transporta county has in and to said lands required for transport considered.	tion, conveying all right, title and interests that the
NOW THEREFORE, BE IT RESOLVED be County, Florida, that the application of the State of Florida is for transportation purposes which are in the period and the land needed for transportation purposes is not of the State of Florida Department of Transportation County in and to said lands identified as Parcel Number Board of County Commissioners.	ublic or community interest and for public welfare; needed for County purposes; that the deed in favor conveying all right, title and interests of Seminole
ADOPTED THIS DAY OF	, 2010.
	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY
Attest:	DID II : CI :
	Bob Dallari, Chairman

MARYANNE MORSE, Clerk to the **Board of County Commissioners in** and for Seminole County, Florida.

Attest:

Prepared under the direction of: Charles F. Barcus, Program Manager II/Right-of-Way December 3, 2009

Document Prepared By: Warren Lewis, Right-of-Way Agent Right-of-Way Section Seminole County Engineering Division 520 W. Lake Mary Blvd., Suite 200 Sanford, Florida 32773 Legal Description approved by: Steve L. Wessels, P.L.S. County Surveyor Seminole County Engineering Division 520 W. Lake Mary Blvd., Suite 200 Sanford, Florida 32773

COUNTY DEED

Parcel No. 101.1R Section 77080 State Road No. 436 County of Seminole, Florida

THIS DEED is made this _____ day of _____ 2010, by SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the GRANTOR, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORATION, whose address is 719 South Woodland Boulevard, Deland, Florida, 32720, hereinafter referred to as the GRANTEE or F.D.O.T.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby grant, bargain, and sell to GRANTEE, its heirs and assigns forever, the following described land lying and being in the County of Seminole, State of Florida, towit:

Lot 8, (Less the West 60 feet), and Lot 9, SCHATT DEVELOPMENT, A REPLAT OF LOT 1, UNIT 1, AND LOT 7, UNIT 2, SCHATT DEVELOPMENT, according to the map or plat thereof, as recorded in Plat Book 22, Page 64, of the Public Records of Seminole County, Florida

The above Legal Description being the same for parcel 101 as shown on sheets 2 and 6 of FDOT Right-of-Way Map for S.R. 436, dated 2-28-08, Section 77080, FP ID No.419369-1.

Property Appraiser's Parcel Identification No's 21-21-30-512-0000-0080 & 21-21-30-512-0000-0090

Containing 1.608 acres, more or less.

GRANTOR, in accordance with Section 270.11, Florida Statutes, releases its interest in, and title in and to all the phosphate, minerals and metals that are or may be in, on, or under the above described land and all the petroleum that is or may be in, on, or under the above described land with the privilege to mine and develop the same, the GRANTEE having petitioned for said release. The reason justifying such release is that GRANTEE is an agency of the State of Florida, which state therefore loses no rights by such release.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida	By: Bob Dallari, Chairman
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	Date: As authorized for execution by the Board of County Commissioners at their, 2010 regular meeting
County Attorney	

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Approval of Two Purchase Agreements to Acquire Exclusive Drainage Easements Necessary to Replace Stormwater Structures in the Lincoln Heights Subdivision

DEPARTMENT: Public Works DIVISION: Engineering

AUTHORIZED BY: Gary Johnson CONTACT: Warren Lewis, Robert Walter EXT: 5658, 5753

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute two separate purchase agreements (Marvin Mackeyroy and Tayuwanna Williams) to acquire exclusive drainage easements necessary to replace stormwater structures in the Lincoln Heights Subdivision. Capital Improvement Project Number 00209108.

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

Through the design process, it has been determined that two (2) exclusive drainage easements are needed to replace stormwater structures adjacent to Lincoln Avenue as part of the Lincoln Heights Subdivision Drainage Improvement Project. Marvin Mackeyroy and Tayuwanna Williams have agreed to sell and convey an exclusive drainage easement free of liens and encumbrances to Seminole County for \$1,600.00 and \$1,860.00 respectively. Funds for these purchases are available in Capital Improvement Project Number 00209108.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute two separate purchase agreements (Marvin Mackeyroy and Tayuwanna Williams) to acquire exclusive drainage easements necessary to replace stormwater structures in the Lincoln Heights Subdivision. Capital Improvement Project Number 00209108.

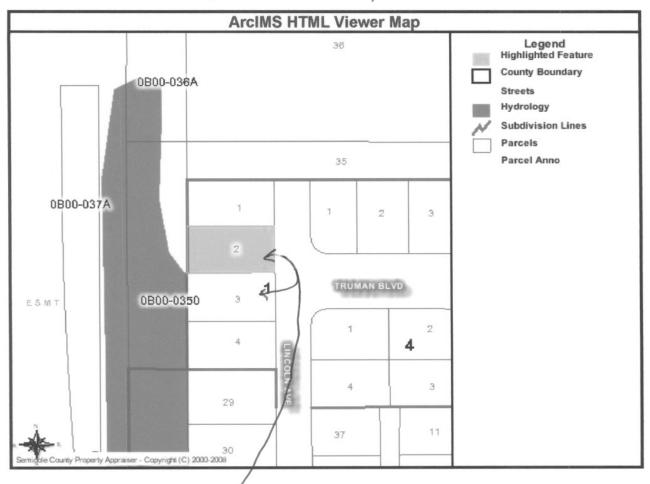
ATTACHMENTS:

- 1. Location Map-Purchase Agreements-Lincoln Heights Subdivision
- 2. Purchase Agreement-Mackeyroy-Lincoln Heights Subdivision
- 3. Purchase Agreement-Williams-Lincoln Heights Subdivision

Additionally Reviewed By:

■ Budget Review (Lisa Spriggs, Timothy Jecks)

County Attorney Review (Matthew Minter)



Document Prepared By: Warren Lewis, Right-of-Way Agent Right-of-Way Section Seminole County Engineering Division 520 W. Lake Mary Blvd., Suite 200 Sanford, Florida 32773 Legal Description Approved By: Steve L. Wessels, P.L.S. County Surveyor Seminole County Engineering Division 520 W. Lake Mary Blvd., Suite 200 Sanford, Florida 32773

PURCHASE AGREEMENT

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS AGREEMENT is made and entered into this _____ day of ______, 2009, by and between Marvin Mackeyroy, a single person, whose address is 1800 Lincoln Avenue, Sanford, Florida, 32771, hereinafter referred to as "OWNER" and Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

The COUNTY requires an exclusive drainage easement over the hereinafter described property to replace stormwater structures in Lincoln Heights.

OWNER hereby agrees to sell and COUNTY hereby agrees to buy an exclusive drainage easement over the following property subject to the following terms and conditions:

I. LEGAL DESCRIPTION

See Legal Description and Sketch of Description attached hereto as Exhibits "A-1" & "A-2".

II. OWNER agrees to sell and convey an exclusive drainage easement over the above described property, free of liens and encumbrances, unto COUNTY for the sum of \$1600.00.

III. CONDITIONS

- (a) COUNTY shall pay to owner the sum of \$1600.00 after the instruments required to complete the above purchase and sale have been properly executed and delivered to COUNTY.
- (b) OWNER agrees to remove all encumbrances existing upon the easement area prior to closing.
- (c) OWNER covenants that there are no hazardous wastes or other forms of environmental contamination located in or upon the easement area being acquired by the COUNTY.
- (d) In the event that COUNTY subsequently abandons this project after execution of this agreement, but before closing, this agreement shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in their respective names for the purposes herein expressed on the day and year first above written.

Witnesses: (Sign) Print Name: WARREN LOW S (Sign): Town Walk Print Name: Robert WARREN Print Name	Marvin Mackeyroy Date: $(2-1-09)$
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE, Clerk to the Board of County Commissioners of Seminole County, Florida	Bob Dallari , Chairman Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	
County Attorney	

DESCRIPTION :

A portion of Lot 2, LINCOLN HEIGHTS SECTION TWO, BLOCK 1, as recorded in Plat Book 14, Page 45, Public Records of Seminole County, Florida, being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 2; thence North 89°46′05" West, along the South Line of said Lot 2, a distance of 102.35 feet, to the Southwest corner of said Lot 2; thence North 00°02′01" East, along the West line of said Lot 2, a distance of 6.50 feet, to a point on a line being 6.50 feet North of and parallel with aforesaid South line of Lot 2; thence South 89°46′05" East, a distance of 102.33 feet, along said line to the East line of said Lot 2 also being the West right of way line of Lincoln Avenue, a 50 foot wide right of way, per aforementioned Plat; thence South 00°08′33" East, along said East line, a distance of 6.50 feet to the POINT OF BEGINNING.

Containing: 665 square feet, more or less.

SURVEYORS NOTES:

- 1. Bearings shown hereon are based on the existing South right of way line of Lincoln Avenue being South 00°08'33" East 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 Minimum Technical Standards for Land Surveying CH. 61G17—6 requirements.
- 3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.

NOT VALID WITHOUT SHEET 2

DESCRIPTION	Date: 06/03/2009 MV		CERT. NO. LB2108 53060005	
FOR	Job No.: 53060	Scale: 1"=20'		
Camp, Dresser & Mckee, Inc.	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.			
	SHEET SEE SHEET 2	1 OF 2 FOR SKETCH	GARY B KRICK REGISTERED LAND SURVEYOR NO. 4245	

SKETCH OF DESCRIPTION LOT 1 NORTH LINE OF LOT 2, PER PB 14, PG 45 LINE TABLE LINE LENGTH BEARING 102.35 L1 N89°46'05" W PG. L2 6.50' N00°02'01"E PG. L3 102.33' S89°46'05" E L4 6.50' S00°08'33" E 14 PB. Y EASEMENT 14, PG 45 PER PB. PER BLOCK 1 LINCOLN HEIGHTS SECTION TWO 7 107 PB 14, PG 45 14' UTILITY PER PB 1 LOT 2 OF OF L PARCEL ID: 34-19-30-514-0100-0020 LINE OWNER: MACKEYROY MARVIN ADDRESS: 1800 LINCOLN AVENUE WEST WEST LINE 6.50' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 EAST L3 2 50 io. L1 - SOUTH LINE OF LOT 2, PER PB 14, PG 45 -SOUTHWEST CORNER OF LOT 2 SOUTHEAST CORNER OF LOT 2 LOT 3 LEGEND : = LINE NUMBER L1 P.O.B. = POINT OF BEGINNING P.B. = PLAT BOOK PG. = PAGE R/W = RIGHT OF WAY = IDENTIFICATION NOTE: ID

Drawing No. 53060005 Job No. 53060 Date: 06/03/2009 SHEET 2 OF 2 See Sheet 1 for Description

NOT VALID WITHOUT SHEET 1.

THIS IS NOT A SURVEY.

SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 Cert. No. LB-2108 email: info@southeasternsurveying.com

Document Prepared By: Warren Lewis, Right-of-Way Agent Right-of-Way Section Seminole County Engineering Division 520 W. Lake Mary Blvd., Suite 200 Sanford, Florida 32773 Legal Description Approved By: Steve L. Wessels, P.L.S. County Surveyor Seminole County Engineering Division 520 W. Lake Mary Blvd., Suite 200 Sanford, Florida 32773

PURCHASE AGREEMENT

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between Tayuwanna Williams, a married person, whose address is 1802 Lincoln Avenue Sanford, Florida, 32771, hereinafter referred to as "OWNER" and Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

The COUNTY requires an exclusive drainage easement over the hereinafter described property to replace existing stormwater structures in Lincoln Heights.

OWNER hereby agrees to sell and COUNTY hereby agrees to buy an exclusive drainage easement over the following property subject to the following terms and conditions:

I. LEGAL DESCRIPTION

See Legal Description and Sketch of Description attached hereto as Exhibits "A-1" & "A-2".

II. OWNER agrees to sell and convey an exclusive drainage easement over the above described property, free of liens and encumbrances, unto COUNTY for the sum of \$1860.00.

III. CONDITIONS

- (a) COUNTY shall pay to owner the sum of \$1860.00 after the instruments required to complete the above purchase and sale have been properly executed and delivered to COUNTY.
- (b) OWNER agrees to remove all encumbrances existing upon the easement area prior to closing.
- (c) OWNER covenants that there are no hazardous wastes or other forms of environmental contamination located in or upon the easement area being acquired by the COUNTY.
- (d) In the event that COUNTY subsequently abandons this project after execution of this agreement, but before closing, this agreement shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in their respective names for the purposes herein expressed on the day and year first above written.

Witnesses: (Sign): Print Name: (Sign): Print Name: ROBERT J. WALTER	Daymanna Williams Date: 11 24/09
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
ATTEST: MARYANNE MORSE, Clerk to the Board of County Commissioners of Seminole County, Florida	
MARYANNE MORSE, Clerk to the Board of County Commissioners	Bob Dallari, Chairman
MARYANNE MORSE, Clerk to the Board of County Commissioners	Bob Dallari, Chairman
MARYANNE MORSE, Clerk to the Board of County Commissioners	Bob Dallari, Chairman
MARYANNE MORSE, Clerk to the Board of County Commissioners	Bob Dallari, Chairman

DESCRIPTION :

A portion of Lot 3, LINCOLN HEIGHTS SECTION TWO, BLOCK 1, as recorded in Plat Book 14, Page 45, Public Records of Seminole County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 3; thence, South 00°08'33" East, along the East line of said Lot 3 also being the West right of way line of Lincoln Avenue, a 50 foot wide right of way, per aforementioned Plat, a distance of 8.50 feet, to a point on a line being 8.50 feet South of and parallel with said North line of Lot 3; thence North 89°46'05" West,a distance of 102.38 feet, along said line to a point on the West line of said Lot 3; thence North 00°02'01" East, along said West line, a distance of 8.50 feet, to the Northwest corner of said Lot 3; thence South 89°46'05" East, along aforementioned North line of Lot 3, a distance of 102.35 feet to the POINT OF BEGINNING.

Containing: 870 square feet, more or less.

SURVEYORS NOTES:

- 1. Bearings shown hereon are based on the existing South right of way line of Lincoln Avenue being South 00°08'33" East 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 Minimum Technical Standards for Land Surveying CH. 61G17—6 requirements.
- 3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.

NOT VALID WITHOUT SHEET 2

DESCRIPTION	Date: 06/03/2009 MV		CERT. NO. LB2108 53060006
FOR	Job No.: 53060	Scale: 1"=20'	South State
Camp, Dresser & Mckee, Inc.	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com
	SEE SHEET .	1 OF 2 2 FOR SKETCH	GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245

= IDENTIFICATION ID

Drawing No. 53060006 Job No. 53060 Date: 06/03/2009 SHEET 2 OF 2 See Sheet 1 for Description

NOTE:

NOT VALID WITHOUT SHEET 1.

THIS IS NOT A SURVEY.



SOUTHEASTERN SURVEYING & MAPPING CORP. Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 Cert. No. LB-2108 email: info@southeasternsurveying.com

EXHIBIT "A-2"

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Tran Property

DEPARTMENT: County Attorney's Office **DIVISION:** Property Acquisition

AUTHORIZED BY: Lola Pfeil CONTACT: Lola Pfeil EXT: 7240

MOTION/RECOMMENDATION:

Approve and execute purchase agreement relating to Parcel Numbers 115/715 of the road improvement project for Chapman Road, for \$96,920.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to these parcels.

District 1 Bob Dallari Robert A. McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends that the Board approve and execute the purchase agreement relating to Parcel Numbers 115/715 of the road improvement project for Chapman Road, for \$96,920.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to these parcels.

ATTACHMENTS:

1. Tran Property

Additionally Reviewed By: No additional reviews



COUNTY ATTORNEY'S OFFICE MEMORANDUM

TO:

Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney

FROM:

Neil Newton, Major Project Acquisition Coordinator

CONCUR:

Antoine Khoury, P.E./Assistant County Engineer BMB for Antoine Khoury

DATE:

November 24, 2009

SUBJECT:

Purchase Agreement Authorization

Owners: Thao Phuong Tran and Long Tran

Parcel Nos.: 115/175 Chapman Road

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel Nos. 115/715. The parcels are required for the Chapman Road improvement project. The purchase price is \$96,920.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to these parcels.

THE PROPERTY

Location Data

The subject property runs along the south side of West Chapman Road, within Seminole County, Florida.

- Location Map (Exhibit A); 1.
- Purchase Agreement (Exhibit B) 2.

Address B.

355 West Chapman Road Oviedo, Florida 32765

C. Description

The subject property is part of a parent tract comprised of approximately 4.677 gross acres. The subject property is unimproved and vacant.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No.: 2008-R-140 on June 10, 2008, authorizing the acquisition of Parcel Nos. 115/715, and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

III ACQUISITION/REMAINDER

The fee taking for the roadway project contains 25,143 square feet, identified as Parcel 115. The temporary construction easement, identified as Parcel 715, contains 464 square feet. There are no site improvements within the taking area.

IV APPRAISED VALUE

The County's appraised value amount is \$48,400.00 for Parcel 115 and \$400.00 for Parcel 715. Clayton, Roper & Marshall, Inc. prepared the County's appraisal and the County's review appraiser, Mark Sawyer, MAI with HDR Engineering, Inc., approved the report.

V BINDING OFFER/NEGOTIATIONS

On March 10, 2009, the BCC authorized a binding written offer at \$65,000.00. Thereafter, County staff, through its acquisition consultant, negotiated this proposed purchase agreement settlement with the owner to purchase the needed property for \$96,920.00.

Settlement of this matter by acceptance of the property owner's proposal will reduce the potential expenses and compensation that the County may incur if the offer is rejected and the County elects to implement condemnation to acquire the property.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

This proposed settlement amount, although \$31,920.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. The owner is represented by an attorney. Our binding written offer was based on our appraisal amount. However, during negotiations it was pointed out that certain items were not included in our appraisal, which would have raised our appraisal amount to approximately the same as our binding written offer amount. Additionally, there were concerns raised over potential damage to the owner's existing wall which could have significantly increased costs. This concern led to a slight design

change in front of the owners property. The negotiated amount is inclusive of all fees and costs. If this property proceeds to condemnation, litigation costs and appraisal and expert costs will have to be paid by the County. These costs would easily exceed the difference in additional settlement funds proposed to be paid.

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$96,920.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to these parcels.

NN/lpk

Attachments:

Location Map (Exhibit A)
Purchase Agreement (Exhibit B)

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PURCHASE AGREEMENT FEE SIMPLE / TEMPORARY CONSTRUCTION EASEMENT

STATE OF FLORIDA) COUNTY OF SEMINOLE)

THIS EASEMENT is made and entered into this 23 day of November, 2009, by and between THAO PHUONG TRAN and LONG TRAN, whose mailing address is 355 West Chapman Road, Oviedo, Florida 32765, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for construction and maintenance of an authorized road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTIONS



PARCEL NO. 115 FEE SIMPLE

CHAPMAN ROAD

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°05'27" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 2654.36 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 89°44'12" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 664.49 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 131, PUBLIC

RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 47.00 FEET; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 56.31 FEET; THENCE NORTH 88°41'42" WEST, A DISTANCE OF 110.02 FEET; THENCE NORTH 00°15'48" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 498.24 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°08'43" EAST ALONG SAID WEST LINE, A DISTANCE OF 35.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 89°44'12" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 664.50 TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28 AND THE POINT OF BEGINNING.

CONTAINING 25,143 SQUARE FEET OR 0.577 ACRES, MORE OR LESS.

Parcel I.D. Number: 28-21-31-302-002E-0000

AND

PARCEL NO. 715
TEMPORARY CONSTRUCTION EASEMENT

CHAPMAN ROAD

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°05'27" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 2654.36 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 89°44'12" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 664.49 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 131, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 47.00 FEET; THENCE NORTH 89°44'12" WEST, A

DISTANCE OF 56.31 FEET; THENCE NORTH 88°41'42" WEST, A DISTANCE OF 74.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°15'48" WEST, A DISTANCE OF 13.00 FEET; THENCE NORTH 88°41'42" WEST, A DISTANCE OF 35.70 FEET; THENCE NORTH 00°15'48" EAST, A DISTANCE OF 13.00 FEET; THENCE SOUTH 88°41'42" EAST, A DISTANCE OF 35.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 464 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

Parcel I.D. Number: 28-21-31-302-002E-0000

II. PURCHASE PRICE

- (a) OWNER agrees to sell and convey the above-described property by Warranty Deed on Parcel No. 115, free of liens and encumbrances, and by Temporary Construction Easement on Parcel No. 715 unto COUNTY for the sum of NINETY-SIX THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS (\$96,920.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. OWNER agrees to execute a Temporary Construction Easement for a period of five (5) years from date of commencement of construction of the Chapman Road. See Exhibit A attached, Temporary Construction Easement.
- (b) COUNTY shall only be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.
- (c) OWNER shall be responsible for OWNER's own attorney's fees, all costs to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and the OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.
- (d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II. above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the COUNTY's designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY's closing agent that a closing is ready to occur.

- (b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing on this purchase. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in the normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.
- (c) Any and all encroachments existing upon the property other than those improvements included in the purchase price are to be removed at the expense of the OWNER prior to closing.
- (d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.
- (e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.
- (f) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.
- (g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.
- (h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY, this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER may however, assert OWNER's rights against other claimants in apportionment proceedings.
- (i) The OWNER shall indemnify and save the 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 with this Agreement or in any act or omission in any manner related to said Agreement.

- (j) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.
- (k) The OWNER states that the 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 the COUNTY, which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective name on the date first above written.

WITNESSES.

PROPERTY OWNER.

WITHLOOLO.	THOI ENTY OTTILE
C Robert Grohm SIGNATURE	THAO PHUONG TRAN
PRINT NAME	
SIGNATURE	
Steven M. Trieve PRINTNAME	(Aug
SIGNATURE	LONG TRAN
C. bobet Broker PRINT NAME	
SIGNATURE	ADDRESS: 355 W. Chapman Road Oviedo, FL 32765
Steven M. TRicce PRINT NAME	

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

	By:
MARYANNE MORSE Clerk to the Board of	BOB DALLARI, Chairman
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 of County Commissioners at its, 2009, regular meeting.
County Attorney	
NN/lpk 10/20/09	
P:\Users\lkennedy\My Documents\ACQ\Chapmar	n Road\115-715 purchase agt.doc

CHAPMAN ROAD
PARCEL NO. 715
TEMPORARY CONSTRUCTION EASEMENT
THAO PHUONG TRAN AND LONG TRAN

THIS INSTRUMENT PREPARED BY:
NEIL NEWTON, R/W-NAC
MAJOR PROJECTS ACQUISITION COORDINATOR
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-7254

EXHIBIT A TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this _____ day of _______, 2009, between **THAO PHUONG TRAN** and **LONG TRAN**, whose address is 355 West Chapman Road, Oviedo Florida 32765, hereinafter referred to as GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

WITNESSETH

That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction of the Chapman Road road improvement project, to enter upon the following described lands:

PARCEL NO. 715 TEMPORARY CONSTRUCTION EASEMENT

CHAPMAN ROAD

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°05'27" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 2654.36 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 89°44'12" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 664.49 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 131, PUBLIC

RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 47.00 FEET; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 56.31 FEET; THENCE NORTH 88°41'42" WEST, A DISTANCE OF 74.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°15'48" WEST, A DISTANCE OF 13.00 FEET; THENCE NORTH 88°41'42" WEST, A DISTANCE OF 35.70 FEET; THENCE NORTH 00°15'48" EAST, A DISTANCE OF 35.70 FEET; THENCE SOUTH 88°41'42" EAST, A DISTANCE OF 35.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 464 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

Parcel I.D. Number: 28-21-31-302-002E-0000

for the purpose of tying in and harmonizing the elevation of said property with the construction to be undertaken by the GRANTEE on the Chapman Road road improvement project.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above, and that all grading or sloping shall conform to all existing structural improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, at, or upon the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this easement.

THIS EASEMENT shall expire upon completion of this transportation project, but not later than five (5) years from date of commencement of construction of the Chapman Road road improvement project; provided, however, that the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to provide further assurances to the GRANTEE if necessary.

[Attestations on page 3 of 3]

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year first above written.

WITNESSES:	PROPERTY OWNER:
SIGNATURE	THAO PHUONG TRAN
PRINT NAME	
SIGNATURE	
PRINT NAME	
SIGNATURE	LONG TRAN
PRINT NAME	
SIGNATURE	ADDRESS: 355 W. Chapman Road Oviedo, FL 32765
PRINT NAME	
STATE OF	
I HEREBY CERTIFY that an officer duly authorized in the personally appeared That Phut or who have produced	at, on this day of, 20, before me, e State and County aforesaid to take acknowledgments, ong Tran and Long Tran, who are personally known to me as identification. They have they have executed the foregoing instrument. Print Name Notary Public in and for the County
	and State Aforementioned My commission expires:

P:\Users\lkennedy\My Documents\ACQ\Chapman Road\715 TCE.docx

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Expenditure & Payroll Approval Lists; BCC Minutes; Clerk's Received and Filed;

and Clerk's Briefing

DEPARTMENT: Clerk's Office **DIVISION:**

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan CONTACT: Sandy McCann EXT: 7662

MOTION/RECOMMENDATION:

Approval of Expenditure and Payroll Approval Lists dated November 23 and 30, and December 8 and 14, 2009; and approval of Payroll Approval Lists dated November 12 and December 10, 2009; approval of BCC Official Minutes dated December 8, 2009; Clerk's "Received and Filed" - for information only.

County-wide Susan Krause

BACKGROUND:

See detailed report attached.

STAFF RECOMMENDATION:

Staff recommends approval of Expenditure and Payroll Approval Lists dated November 23 and 30, and December 8 and 14, 2009; and approval of Payroll Approval Lists dated November 12 and December 10, 2009; approval of BCC Official Minutes dated December 8, 2009; Clerk's "Received and Filed" - for information only.

ATTACHMENTS:

1. Clerk's Report 1-12-10

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

	BJECT: Expenditure & Payron Approval Lists, BCC Minutes, Clerk's Received and Filoar I Clerk's Briefing
DE	PARTMENT Clerk's Office DIVISION: County Commission Records
AU	THORIZED BY Susan Krause CONTACT: Sandy McCann EXT. 7662
Age	enda Date <u>01-12-2010</u> Regular ☐ Consent ⊠ Work Session ☐ Briefing ☐
MO	TION/RECOMMENDATION
	proval of Expenditure and Payroll Approval Lists proval of BCC Official Minutes
ВА	CKGROUND:
1.	Expenditure Approval Lists dated November 23 and 30, and December 8 and 14, 2009; and Payroll Approval Lists dated November 12 and December 10, 2009
2.	BCC Official Minutes dated December 8, 2009
3.	Clerk's "Received and Filed" - for information only
1	Clark's Briefing

Reviewed by:
Co. Att
OMB
Other
DCM
CM

CLERK'S REPORT CLERK'S BRIEFING JANUARY 12, 2010

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL LISTS AND PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated November 23, 30, and December 8 and 14, 2009; and Payroll Approval Lists dated November 25 and December 10, 2009, presented.

ACTION REQUESTED: Motion approving same.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated December 8, 2009.

ACTION REQUESTED: Motion approving same.

- B. RECEIVED AND FILED For Information Only.
 - 1. Copy of Recorded General Warranty Deed for Charles W. Clark.
 - 2. Recorded Partial Releases of Mortgage for Richard O'Dell, Sr.
 - 3. Performance and Payment Agreements in the amount of \$49,500 for Reeltyme Development (1043 Upsala Right-of-way).
 - 4. Replacement Letter of Credit #BB10046/AR45 in the amount of \$180,536.20 for the project known as I-4 Industrial Park Sections 5 and 6.
 - 5. Maintenance Bond #41176714 in the amount of \$7,461.62 for the project known as South White Cedar Road ROW Craftwork; and Maintenance Bond #584235S in the amount of \$14,925 for the project known as Adams Street & Harwood Ave.

- 6. Memoranda from Doris-anne Freeman, City Clerk, City of Altamonte Springs, relating to annexation of properties.
- 7. E-mails to and from Bruce McMenemy, Chief Deputy Clerk; Acting County Manager Joseph Forte; Ray Hooper, Purchasing Manager; and Matthew Minter, Assistant County Attorney, etc. relating to 10-day grace period for BCBS claims.
- 8. BOA Development Orders for Danny & Angelina Tucker and Jeremy & Christina Morton.
- 9. Financial Audit for Fiscal Year ended June 30, 2009 from Seminole Community College.
- 10. Tennis Pro Revised Exhibits B for Brittany Collins and Eric Cordova.
- 11. Amendment #3 to RFP-600006-06.
- 12. Parks Contract for Tammy L. Childs.
- 13. Mutual Aid Agreement for Fire Protection and Rescue Services with Lake County as approved by the BCC on September 22, 2009.
- 14. Copy of Community Services Block Grant Award Agreement with the Department of Community Affairs as approved by the BCC on July 28, 2009.
- 15. Amendment #2 to Work Order #5 to RFP-3261-08.
- 16. Amendment #2 to Work Order #27 to PS-0381-06.
- 17. Amendment #3 to Work Order #3 to PS-1529-06.
- 18. Amendment #4 to Work Order #26 to PS-1074-06.
- 19. Work Orders #20, #21, #22, #23 & #24 to RFP-4277-09.
- 20. Closeout for Work Order #6 to CC-2183-07.
- 21. Change Order #1 to CC-4336-09.
- 22. Amendment #2 to Work Order #5 to PS-5180-05.
- 23. Change Order #3 to CC-3075-07.

- 24. Change Order #2 to CC-4205-09.
- 25. Work Order #1 to RFP-4532-09.
- 26. Change Order #8 to CC-2702-07.
- 27. Change Order #4 to CC-2938-07.
- 28. Work Order #22 to PS-5182-05.
- 29. Amendment #3 to Work Order #2 to PS-5192-05.
- 30. Amendment #21 to PS-332-96.
- 31. Amendment #1 to Work Order #4 to RFP-2574-07.
- 32. Work Order #9 to PS-5180-05.
- 33. Change Order #3 to Work Order #19 to CC-1284-06.
- 34. Work Order #3 to PS-3914-08.
- 35. Amendment #1 to Work Order #5 to PS-0984-06.
- 36. Work Orders #1, #2, #3, #4 & #5 to M-5004-09.
- 37. Work Order #6 to PS-5186-05.
- 38. Work Order #19 to RFP-4277-09.
- 39. M-5236-09 Agreement, Bowyer-Singleton & Associates, Inc.
- 40. Work Orders #26 & #27 to RFP-4277-09.
- 41. Amendment #1 to Work Order #71 to PS-5120-02.
- 42. Amendment #1 to Work Order #67 to PS-5120-02.
- 43. Amendment #1 to M-2943-07.
- 44. Amendment #3 to Work Order #19 to PS-1529-06.
- 45. Work Order #29 to CC-1284-06.
- 46. Work Order #5 to PS-5160-04.
- 47. Change Order #2 to CC-3458-08.
- 48. First Amendment to RFP-600600-09.

- 49. Amendment #1 to Work Order #20 to PS-5190-05.
- 50. Closeout for Work Order #40 to CC-1075-06.
- 51. Work Orders #38 & #39 to CC-1741-07.
- 52. IFB-600613-09 Contracts, Ten-8 Fire Equipment, Inc.; Team Equipment, Inc.; Law Enforcement Supply; NAFECO; and Fisher Scientific Company.
- 53. Work Orders #36 & #37 to CC-1741-07.
- 54. Work Orders #42 & #43 to PS-5174-04.
- 55. First Amendment to IFB-6000046-06.
- 56. Emergency Management Preparedness Assistance Grant Agreement, Division of Emergency Management, as approved by the BCC on October 13, 2009.
- 57. Change Order #1 to Work Order #25 to CC-1284-06.
- 58. First Amendment to Boating Improvement Agreement for Sanford Marina, City of Sanford, as approved by the BCC on October 13, 2009.
- Jason Cordova; Roger Crawford; Sarah Harkins; Peter Mainelli; Brian Morrisey; Sergio Rivas; John Sanders; Robyn Suto; Daniel Keating; Chelsea Maratta-Underwood; Mick Andrews; Joanna Babyar; Daniel Colon; Michael Custer; Shaun Fisher; John Gegenheimer; Jon Axel Jonsson; Taryn Lamonettin; Rachel Magory; and Trevor Mitchell.
- 60. Work Order #9 to PS-2564-07.
- 61. Work Order #76 to PS-5120-02.
- 62. Work Order #7 to PS-5140-03.
- 63. Amendment #1 to Work Order #11 to PS-2249-07.
- 64. IFB-600749-09 Contract, Nils Humberg Enterprises, LLC.
- 65. Work Order #25 to RFP-4277-09.

- 66. Development Order #08-20000013, SR 426 Small Scale Future Land Use Amendment and Rezone, Vasilios & Prodromos Hatzimarkos.
- 67. Change Order #1 to CC-4270-09.
- 68. Contract Renewal with the Florida Department of Transportation for routine maintenance on State roadways.
- 69. RFP-600658-09 Agreement, Emergency Management Telecommunications, Inc.
- 70. Eighth Amendment to RFP-600094-06.
- 71. Bids as follows: PS-4906-09; PS-4736-09; CC-5048-09; RFP-600768-09; CC-5018-09; RFI-600796-09; and RFP-600775-09.

III. CLERK'S BRIEFING

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Bear Lake Plaza PCD - Final Site Plan

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Alison Stettner CONTACT: lan Sikonia EXT: 7398

MOTION/RECOMMENDATION:

- 1. Approve the Final Site Plan and Developer's Commitment Agreement for the Bear Lake Plaza PCD, consisting of 3 acres, located northwest of the intersection of Maitland Avenue and Bear Lake Road, and authorize the Chairman to execute the aforementioned documents, based on staff findings (George Donovan, applicant); or
- 2. Deny the Final Site Plan and Developer's Commitment Agreement for the Bear Lake Plaza PCD, consisting of 3 acres, located northwest of the intersection of Maitland Avenue and Bear Lake Road, and authorize the chairman to execute the Denial Development Order (George Donovan, applicant); or
- 3. Continue the request until a time and date certain.

District 3 Dick Van Der Weide

Ian Sikonia

BACKGROUND:

The applicant, George Donovan, is requesting approval of the Bear Lake Plaza PCD Final Site Plan and Developers Commitment Agreement for a proposed office/retail center. The proposed uses for this site are those permitted uses mostly associated with the C-2 (Retail Commercial) zoning district. The retail/office center is proposed to develop as a 8,550 square foot building located on the eastern portion of the parcels. The proposed development has also applied for LEED certification from the USGBC under identification number 251560723191418.

This project is unique due to the location of the properties involved being within both Seminole County and Orange County. This project was originally approved by the Board of County Commissioners on March 24, 2009, which led to an agreement between the two counties regarding permitting and development of this site. On May 12, 2009 Seminole County and Orange County signed a memorandum of understanding that outlined certain duties of each county in regards to development and service issues. As part of that agreement Orange County would need to review this plan and be in agreement with the design and layout in accordance with their code. A copy of the letter signed by Orange County is attached to this agenda memo stating they approve the Final Site Plan as submitted to Orange and Seminole County.

STAFF RECOMMENDATION:

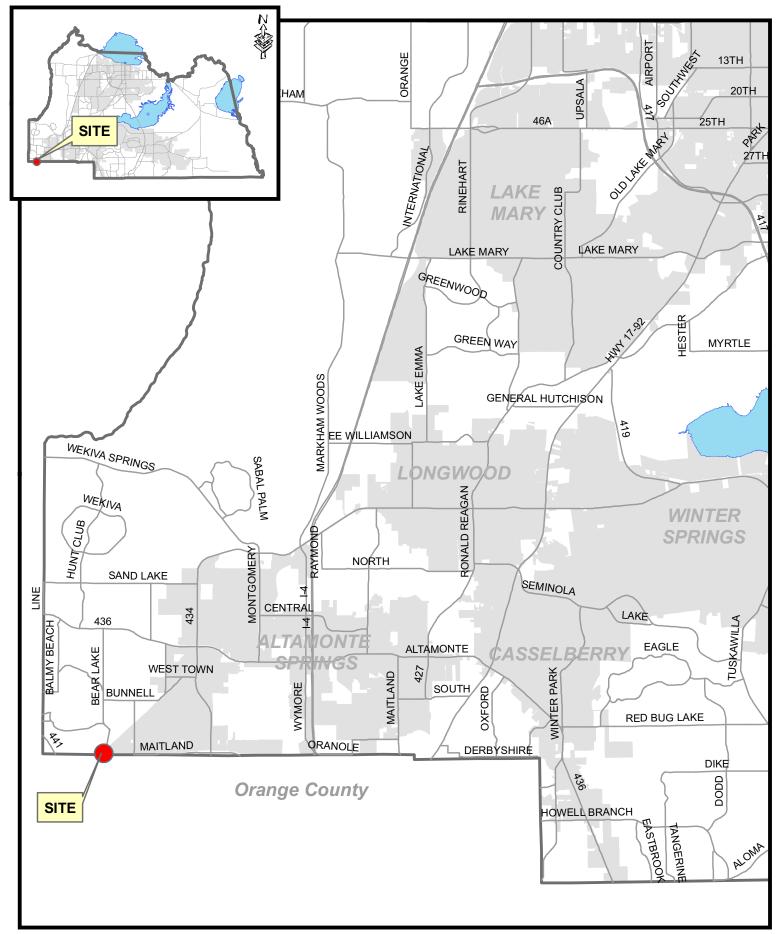
Staff recommends that the Board approve the Final Site Plan and Developer's Commitment Agreement for the Bear Lake Plaza PCD, consisting of 3 acres, located northwest of the intersection of Maitland Avenue and Bear Lake Road, and authorize the Chairman to execute the aforementioned documents, based on staff findings.

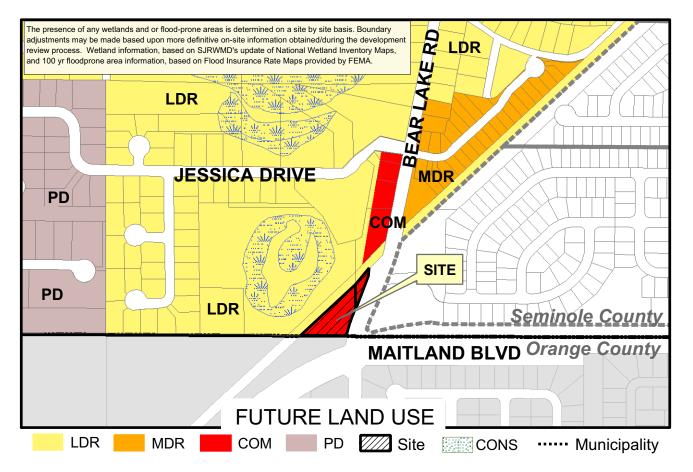
ATTACHMENTS:

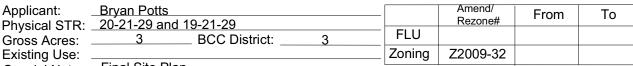
- 1. Location Map
- 2. Future Land Use and Zoning Map
- 3. Aerial Map
- 4. Bear Lake Plaza PCD Final Site Plan
- 5. Bear Lake Plaza PCD Developers Commitment Agreement
- 6. Orange County Approval Letter
- 7. Memorandum of Understanding Between Orange County and Seminole County
- 8. 3-24-09 Bear Lake Plaza Preliminary Site Plan
- 9. 3-24-09 BCC Minutes
- 10. 3-24-09 Bear Lake Plaza Development Order
- 11. Ownership Disclosure Form
- 12. Denial Development Order

Additionally Reviewed By:

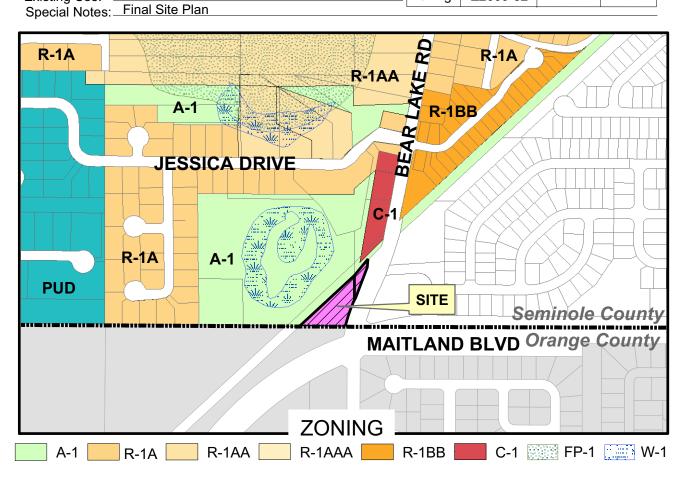
County Attorney Review (Kathleen Furey-Tran)













MAITLAND BLVD PLAZA

CONSTRUCTION PLANS

Parcel ID # 30-21-29-0000-00-031(OC), Orange/Seminole County, Florida Maitland Blvd & Bear Lake Rd

19-21-29-300-0110-0000 (SC), 20-21-29-300-0080-0000 (SC)

PREPARED FOR:

Park Plaza Holdings, LLC 2949 W SR 434 Suite 300 Longwood, FL 32799

CONTACT: George Donovan (407) 696-4314

ORANGE/SEMINOLE COUNTY, FLORIDA ORANGE/SEMINOLE COUNTY, FLORIDA

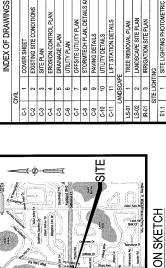
ASAJ9 QVJ8 QNAJTIAM

COVER SHEET

GENERAL NOTES:

1. ALL WALLS WILL REQUIRE SEPARATE BUILDING PERMIT 2. THE PROJECT IS REQUIRED TO OBTAIN AN NPDES PERMIT THROUGH FDEP.

2494 ROSE SPRING DRIVE (407) 982-9878 www.tannathdesign.com FL. CERT. OF AUTH, #27199



UNIVERSAL ENGINEERING SCIENCES 3282 MAGGIEB BOLLEVARD ORLANDO, FI 22811 (407) 423-4564 (407) 423-3106 fex CONTACT: Ken Derick, M.S., P.G.

LANDSCAPE DESIGNS, LLC 4465 GABRIELLA LANE WINTER PARK, FL 32792 (407) 671-1604 fax CONTACT: Carl J. Kelly Jr.

GEOTECHNICAL:

LANDSCAPE:

ALTAMONTE SURVEYING AND PALTTING, INC. 435 DOUGLAS AVE. SUITE 1505F ALTAMONTE SPRINGS, FL 32714 (407) 862-7529 fax CONTACT: Michael W. Solitro, PSM

TANNATH DESIGN, INC. 2494 ROSE SPRING DRIVE ORLANDO, Pt. 32825 (407) 882-9878 (407) 208-1425 fax CONTACT: Bryan Potts, P.E.

SURVEYOR:

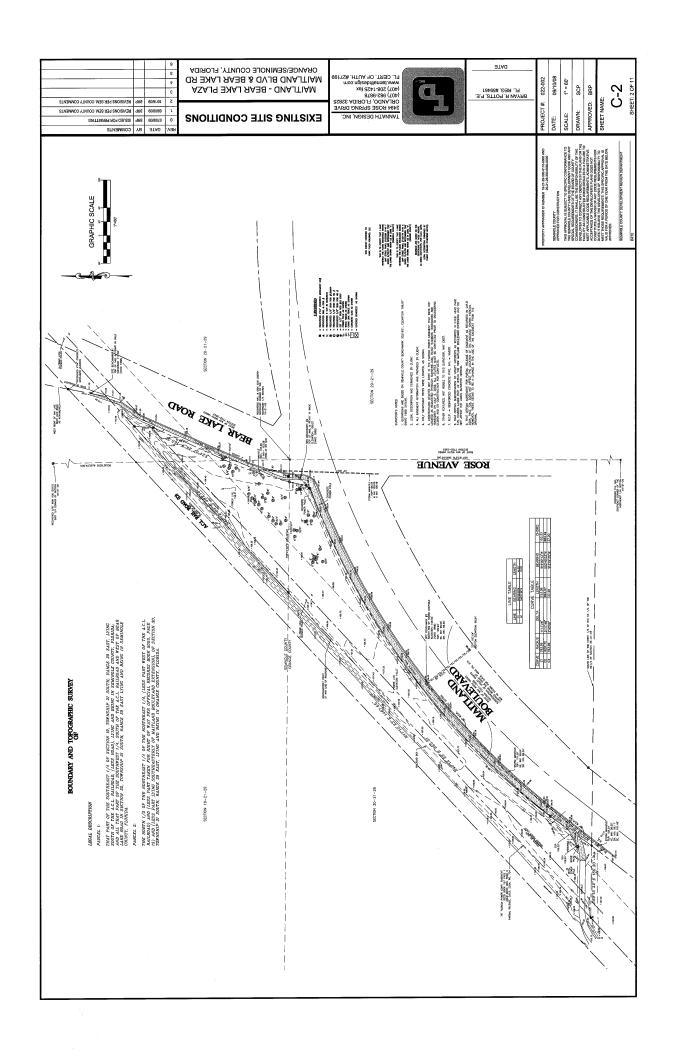
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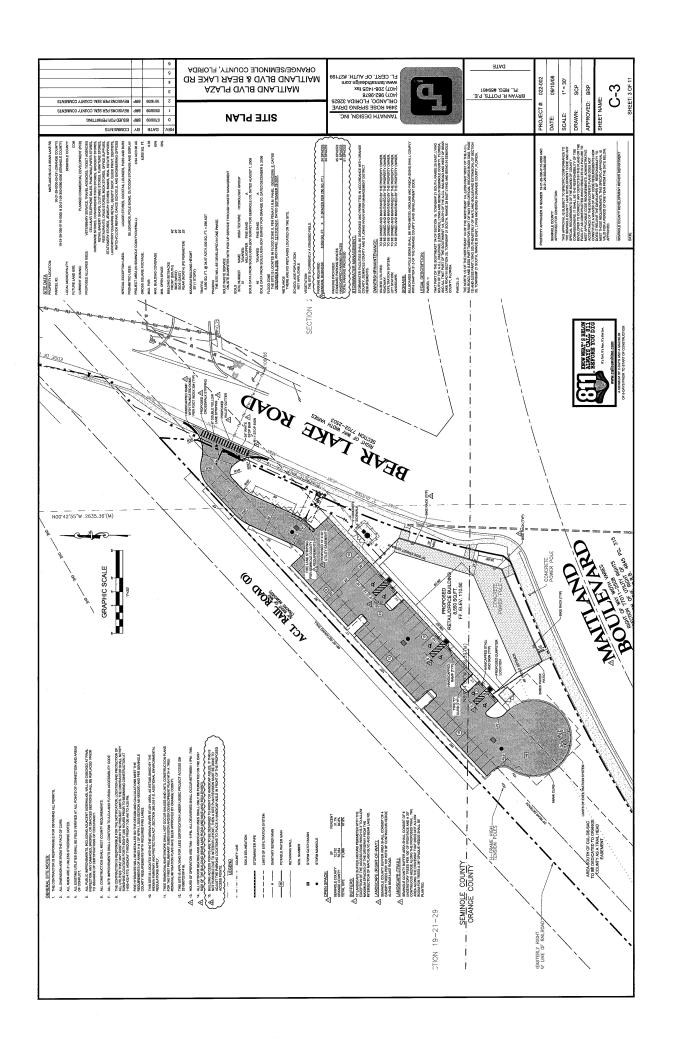
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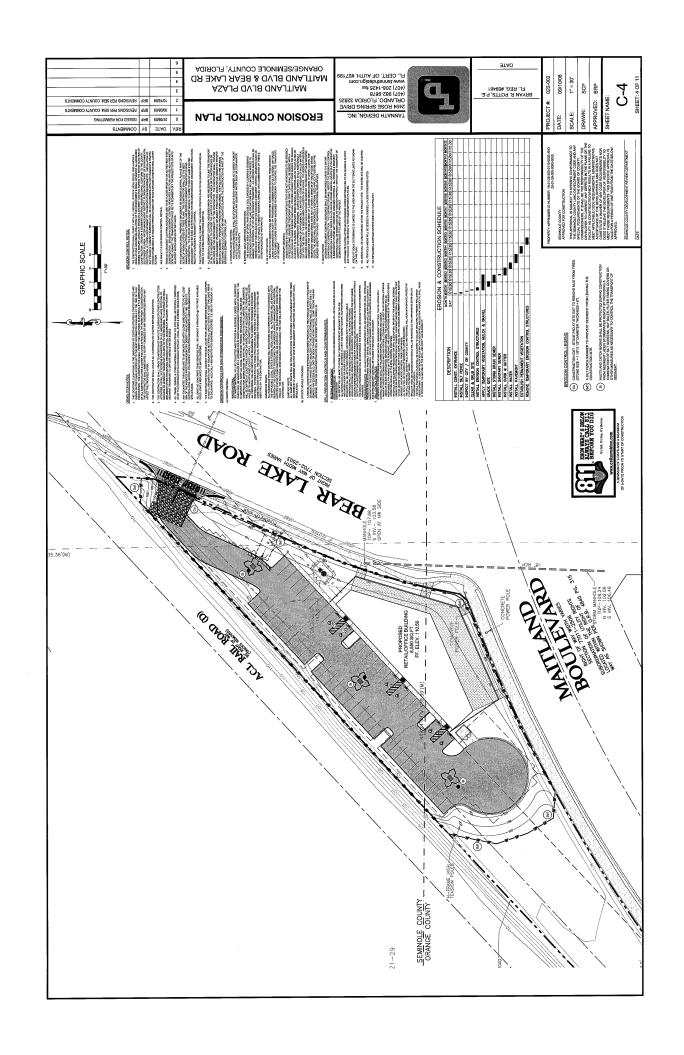
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1	COVER SHEET
2	EXISTING SITE CONDITIONS
3	SITE PLAN
4	EROSION CONTROL PLAN
5	DRAINAGE PLAN
9	UTILITY PLAN
7	OFFSITE UTILITY PLAN
æ	STORMTECH PLAN, DETAILS AND SPECIFICATIONS
6	PAVING DETAILS
10	UTILITY DETAILS
11	LIFT STATION DETAILS
ANDSCAPE	
1	TREE REMOVAL PLAN
2	LANDSCAPE SITE PLAN
3	IRRIGATION SITE PLAN
SITE LIGHTING	ING
-	SITE LIGHTING PHOTOMETRIC PLAN

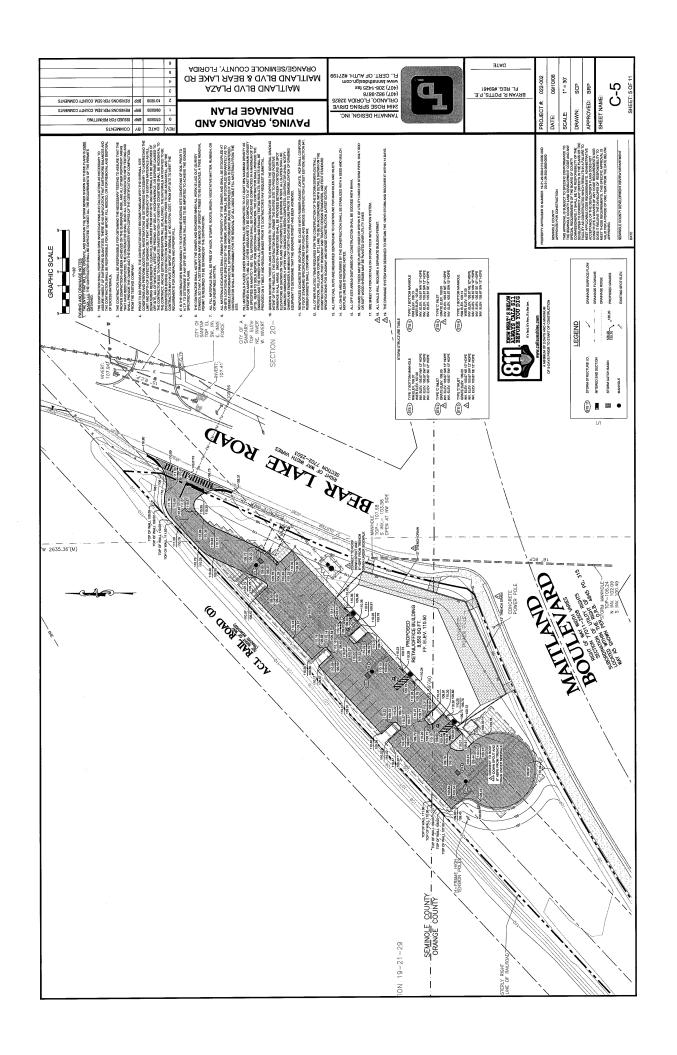
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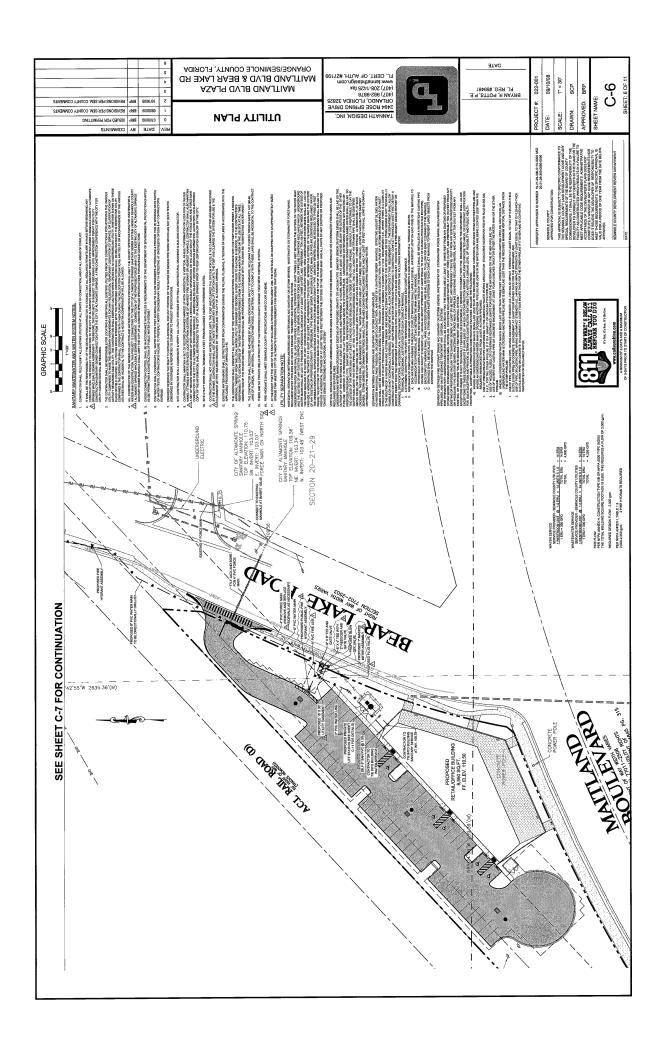
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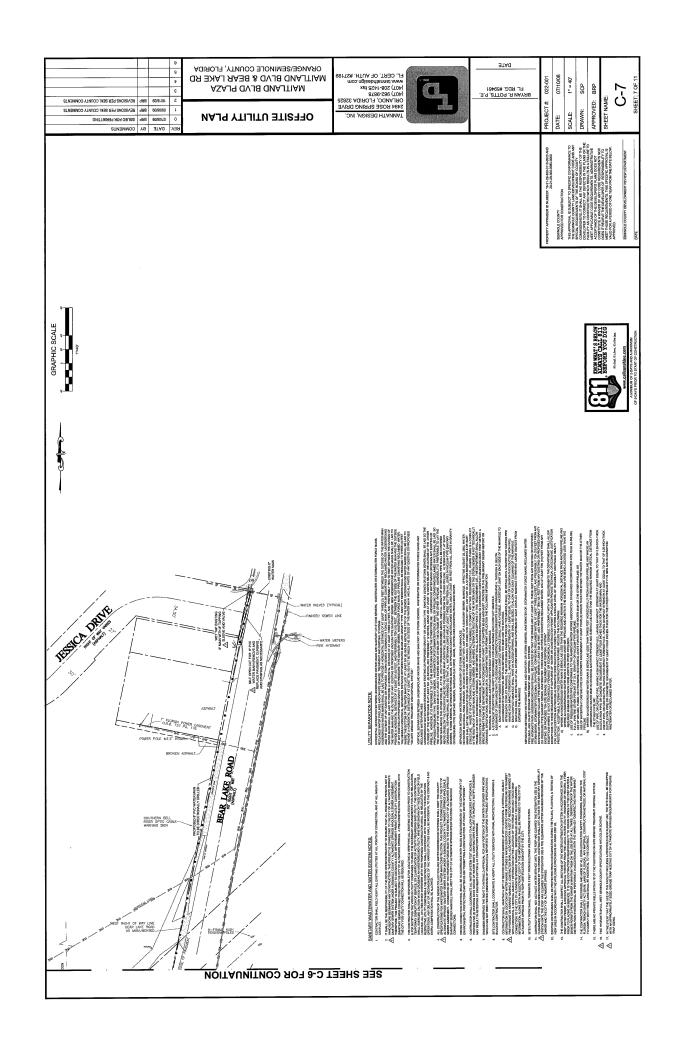


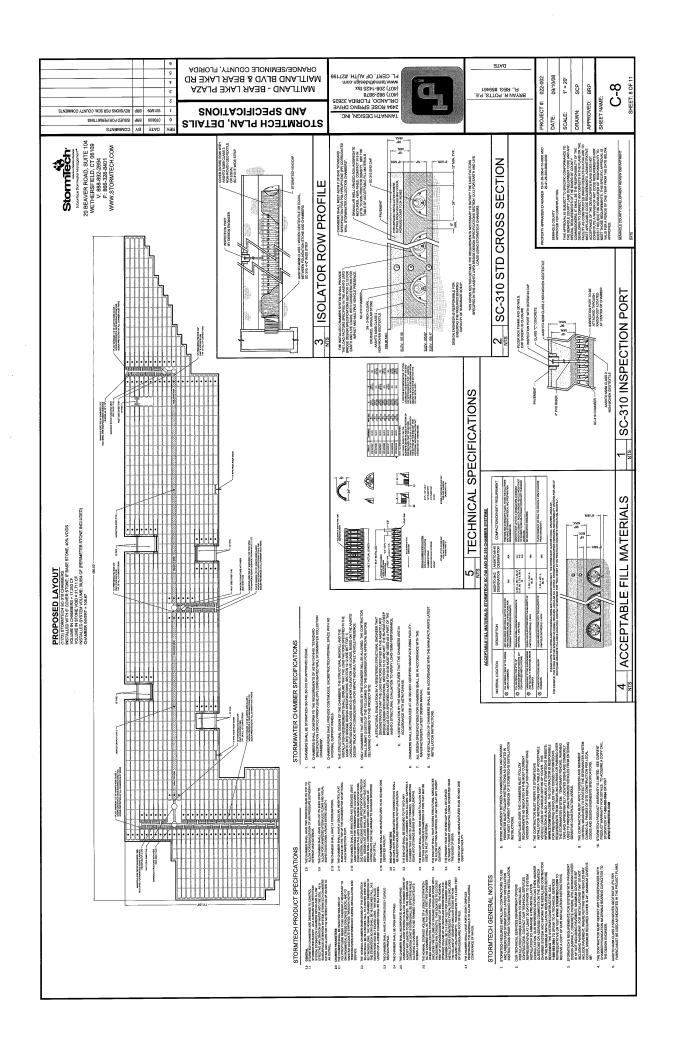


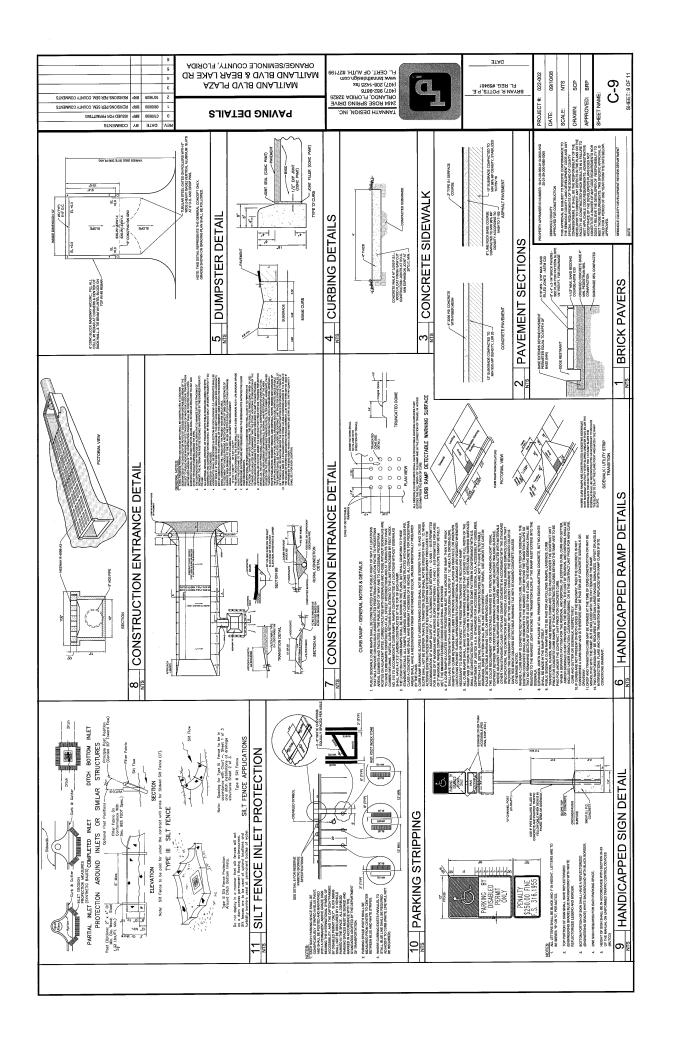


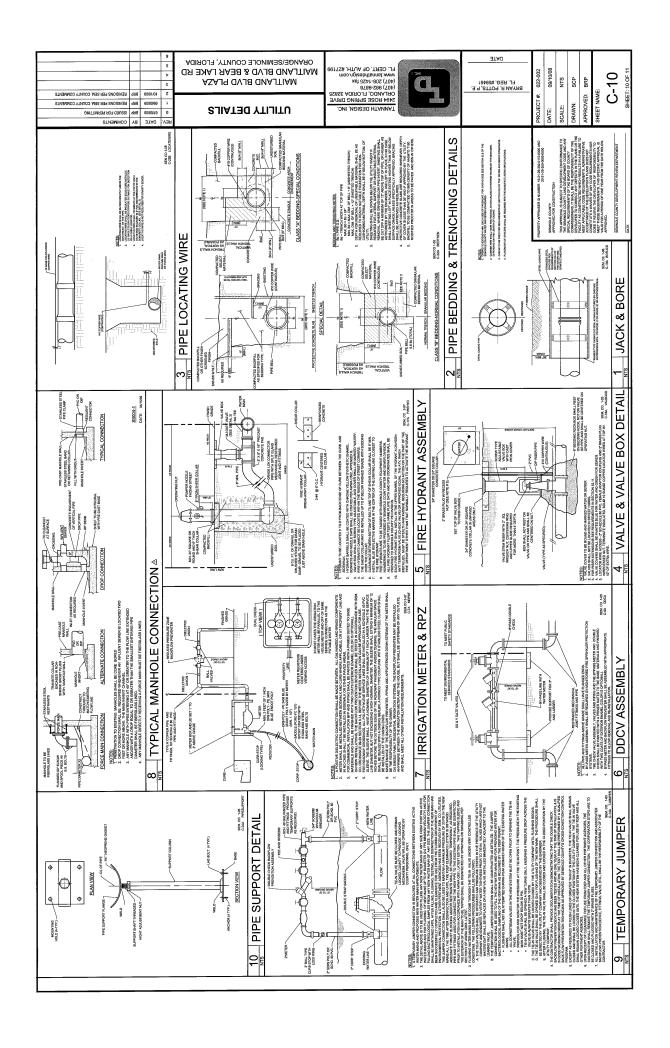


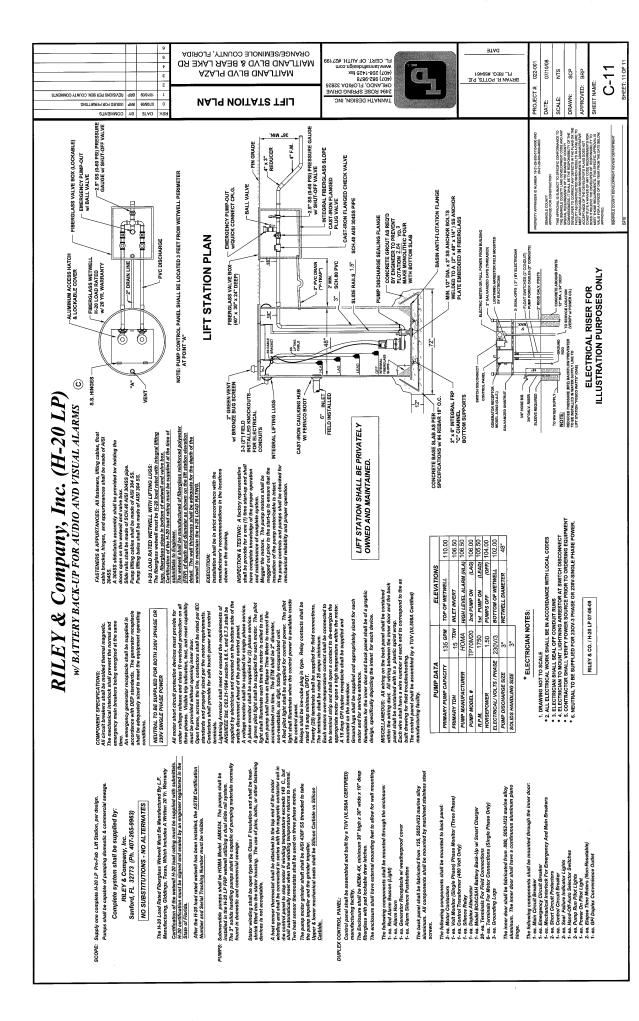


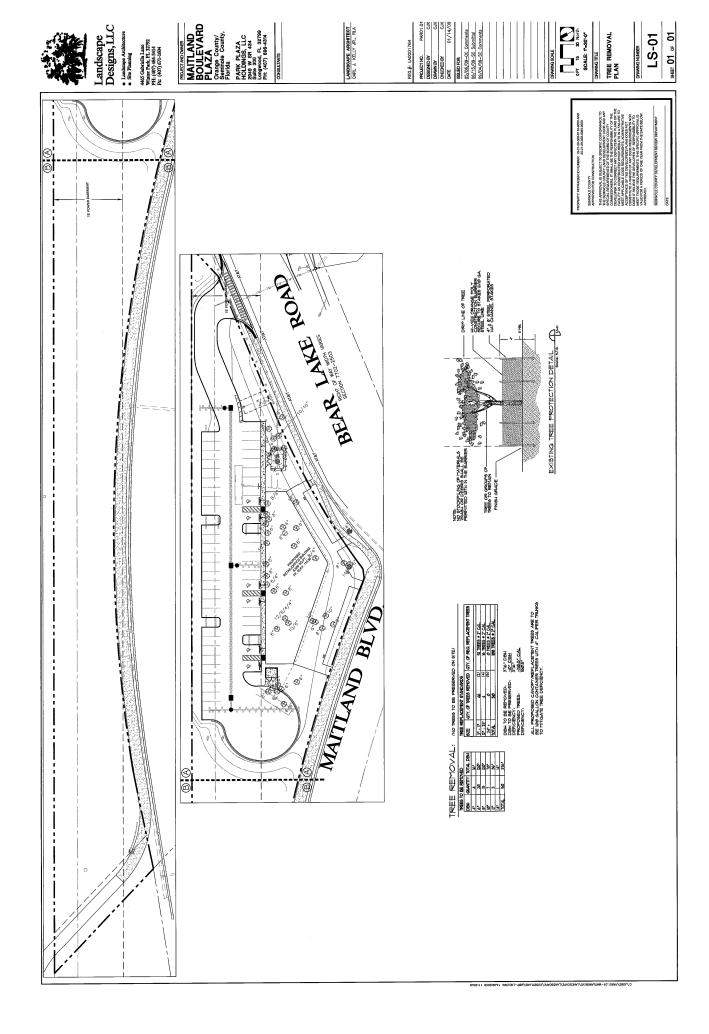


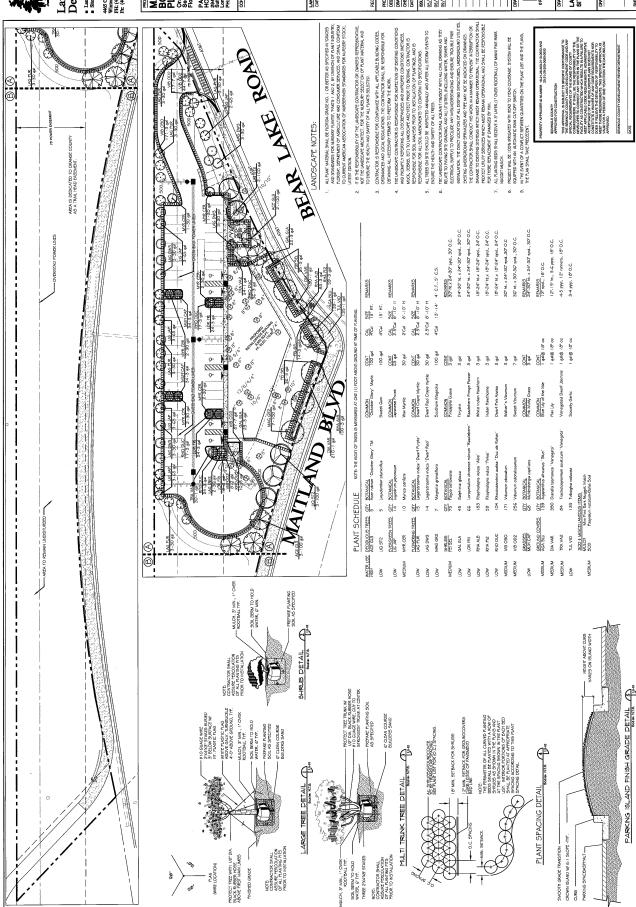














Landscape Designs, LLC

LANDSCAPE SITE PLAN

LS-02

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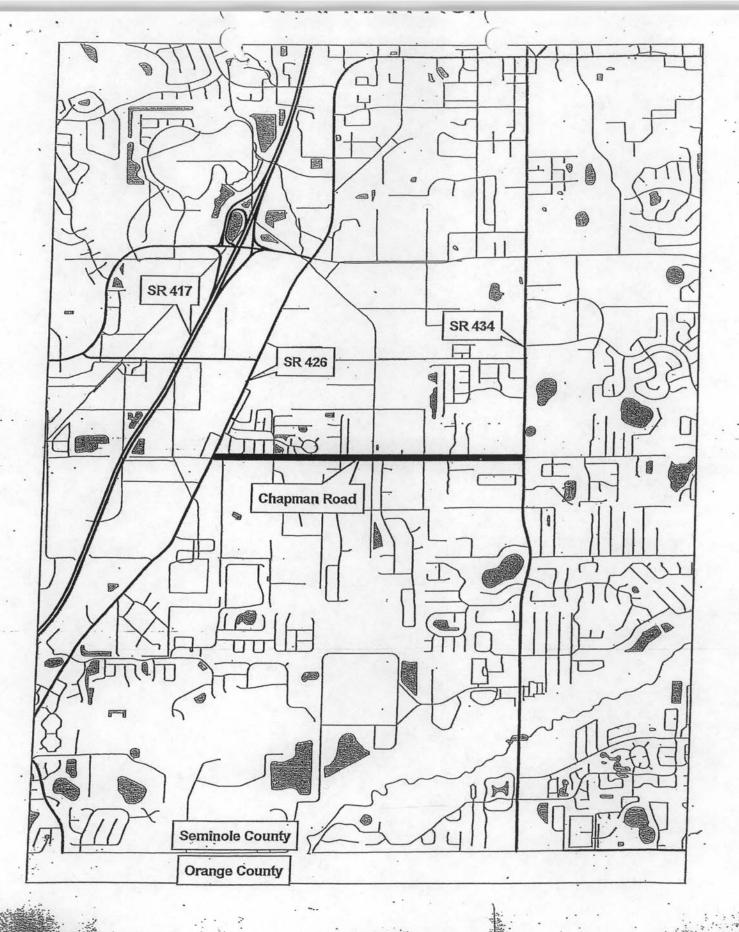
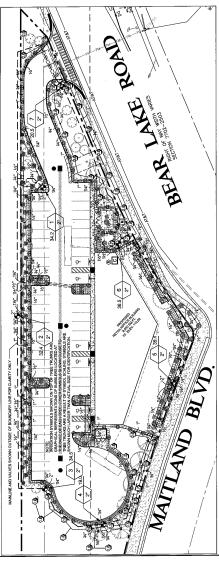


EXHIBIT A



Landscape Designs, LLC

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Rain Bird 1804-PRS & Senes MPR furl Spray 4" popup with pressure re-

IRRIGATION SCHEDULE

Ran Bird 1804-PRS 15 Senes MPR Turf Spray 4" popup with pressure req

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ARC PSI GRM RADIUS 180 30 0.20 5'

MAITLAND BOULEVARD PLAZA Orange County/ Seminole County, Florida

CST 30 1.21 4x30* EST 30 0.61 4x15 55T 30 1.21 4x3C

Rain Bird 1800 15 Strip S Strub Spray on fixed reen.

Rain Bird 1800 15 Strip. Shrub Spray on fixed riser

Rain Bird 1800 15 Strip 5 Shrub Spray on fixed riser.

Ran Brd 1800 10 Senes Shrub Spray on fixed nser.

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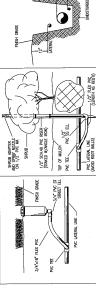
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PARK PLAZA HOLDINGS, LLC 2849 W SR 434 Suite 300 Longwood, FL 32799 PH: (407) 696-4314

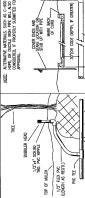
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Rain Brid 1800 15 Senes MI Strub Spray on faced inser. Rain Brid 1800 15 Senes MI Shrib Spray on faced riser.

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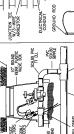
1/2'x18" FLEX PVC



10" ROUND -REINF. PLASTIC VALVE BOX

PVC LATERAL LINE /

6" POP-UP SPRAY HEAD
(to NOT USE SIDE INLET!)



	JUNCTION TEE CONTROLLER W.3-WRESTOR ARRESTOR	ELECTRICAL CONDUIT	GROUND ROD	120V POWER WIRING	WALL-MOUNT CONTROLLER (ALL WRING SHALL CONFORM TO BLECTRICAL CODES)
FINISH GRADE	REINF, PUSSTIC WLVE BOX			ST PIC TEE	TROL VALVE

6	Rain Bird 1800 15 Senes MPR. Shrub Spray on fixed near.		120 30	1.23	in .
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SYMBOL.	MANUFACTURERMODEUDESCRIPTION	ΔIΔ	Ē	SP.	RADIUS
6	Ram Bird 3504-PC-SAM (2) Turl Rotor, 4" popup, adjustable and full circle, with check valve	9	22	0.54	<u>is</u>
٩	Rain Bird 3504-PC-SAM (2) Turf Rotor, 4" popup, adjustable and full circle, with check valve	ũ	52	0.77	. 50
٩	Rain Bird 3504-PC-SAM (2) Turi Roton, 4" popup, adjustable and full circle, with check valve		52	90.	53
3	Rain Bird 3504-PC-54M (2) Turf Rotor, 4" popyp, adjustable and full circle, with check valve	7	80	25 1.40	12
SYMBOL	MANUFACTURERAMODELIDESCRIPTION	ĕ			
æ	Hunter ICV-19-A9 Electric Remote Comitod Valve, 220 psi rated plastic globe valve, filter sentry, Accu-5ct preseure regulation.	4			
0	Irritrol MC-8Pha-B Solid-State Controller, 8 stations, outdoor model, with steel locking calamet	_			
©	Hunter MINI-CLIK Rain Sensor, mount as noted	-			
3	Water Meter II Potable Water Meter	_			
	imgation Lateral Line: Polyethylene and PVC Class 200	3,609 1.f.			
1	Imgation Maining: PVC Glass 200 SDR 21	1,2681.f.			
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REG.#: LA0001764

LANDSCAPE ARCHITECT CARL J. KELLY JR., RLA

WOITES:

1. ALL PET SUZE SHALL NOT EXCED A NELOCITY OF 97 SEC.

2. LUE (LEY PUTHER) BLACKDOIN CONTREDED.

3. LUE (LEY PUTHER) BLACKDOIN CONTREDED.

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PERTY APPRAISER ID NUMBER 19:21-29-300-0119-0000 / 20-21-29-300-0189-0000

IRRIGATION SITE PLAN

). 	41
GENERAL NOTES		

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POP-UP ROTOR HEAD

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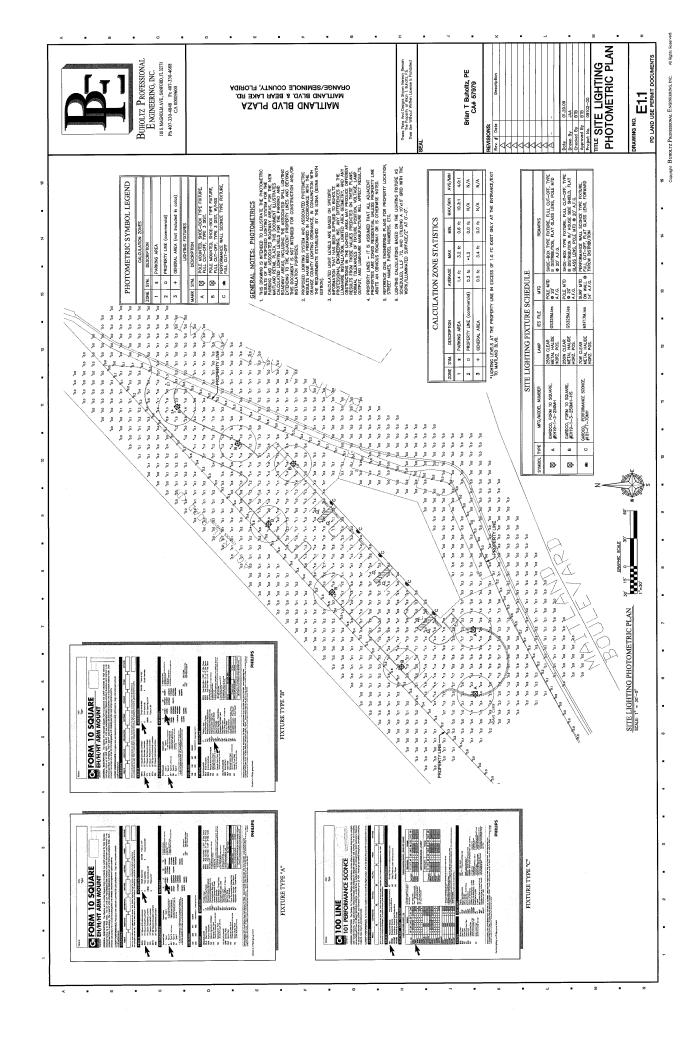
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OFF 16 30 North SCALE 1-30-0*

ISSUED FOR: 05/06/09-0C Comments 06/15/09-SC Submittol 09/04/09-SC Comments

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BEAR LAKE PLAZA PCD DEVELOPER'S COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION

On January 12, 2010 the Board of County Commissioners of Seminole County, Florida issued this Developer's Commitment Agreement relating to and touching and concerning the following described property:

1. **LEGAL DESCRIPTION**

This document addresses development within the legal description attached hereto as Exhibit A (the "Property").

The Final Site Plan, a reduced copy of which is attached hereto as <u>Exhibit B</u> has been approved by the Board of County Commissioners of Seminole County concurrently with the approval of this Developer's Commitment Agreement.

2. PROPERTY OWNER

The Property owner is:

Maitland-Bear Lake Plaza Properties, LLC

c/o George Donovan

2949 W. State Road 434, Ste 300

Longwood, FL 32799

3. STATEMENT OF BASIC FACTS

Total Acreage: 3.08 acres
 Zoning: PCD
 Future Land Use: COM

4. Total Density: 8,550 Maximum Building Square Footage

5. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance with all other applicable regulations and ordinances.

6. The owner of the Property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow, and perpetually burden the aforedescribed Property.

4. LAND USE BREAKDOWN

LAND USE	AREA (ACRES)	PERCENT
ROAD RIGHT-OF-WAY OPEN SPACE/	N/A	
LANDSCAPE BUFFER RETENTION SPACE	2.26 AC N/A	73.38%
BUILDING	0.20 AC	6.37%
PAVEMENT	0.62 AC	20.25%
TOTAL AREA	3.08 AC	100.00%

Case No. Bear Lake Plaza PCD Plan

lan Sikonia, Senior Planner District #3-Van Der Weide

5. OPEN SPACE CALCULATIONS

Open Space shall be provided as required per the Seminole County Land Development Code, at a minimum of 25% in the form of uplands throughout the entire site.

Total Land Area:

3.08 AC

Open Space Required:

25% = 0.77 AC

Open Space Provided:

73.38% = 2.26 AC

6. **BUILDING SETBACKS**

Minimum Building Setbacks from the property boundaries shall be as follows:

Side (West):

25'

Front (South):

40'

Side (East):

25'

Rear (North):

25'

7. PERMITTED USES

Veterinary Service, Travel Agencies, Ticket Agencies, Cellular Phone Sales, Paint/Wallpaper Stores, Hardware Stores, Convenience Food Stores, Grocery Stores, Retail Bakery Shops, Clothing Stores, Furniture Stores, Restaurants, Drug Stores, Book Stores, Office Supplies, Stationary Stores, Jewelry Stores, Banks, Real Estate Offices, Laundry/Dry Cleaning Retail, Beauty Shop, Quick Print, Dentists, Watch/Clock Repair, Dance Schools, and Engineering Offices.

Special Exception Uses: Liquor Stores, Cocktail Lounges, Pubs & Bars with separate approval.

8. LANDSCAPE & BUFFER CRITERIA

1. Landscape buffer widths along the property boundaries shall be as follows:

West:

10'

East:

10'

South:

10'

North:

10'/3' (See below)

- 2. 10' Landscape Buffer around perimeter with the exception of the Access road which is 3' to allow maximum spacing of the driveway from the intersection of Maitland Blvd & Bear Lake Road.
- 3. Seminole County ROW buffer Area shall consist of 4 Canopy Trees per 100' with a 36" continuous hedge along Bear Lake Road.
- 4. Seminole County Trail buffer area shall consist of 6 understory trees per 100' of frontage and a 30" continuous hedge along the proposed trail. The area along the driveway that doesn't allow room for the trees, a 36" opaque hedge shall be planted.
- 5. All landscape buffers and common areas shall be maintained by the Property Owner.

7. Billboards and pole signs shall be prohibited for this development.

9. <u>DEVELOPMENT COMMITMENTS</u>

The following conditions shall apply to the development of the Property:

- 1. The development of the Property shall comply with the Final Site Plan, attached hereto as Exhibit "B".
- 2. The maximum allowable building height shall be 35'.
- 3. The minimum number of allowable parking spaces provided shall be 34.
- 4. The Property shall be developed in one (1) phase.
- 5. All sidewalks internal to the site shall be a minimum of 5' in width.
- 6. Hours of operation for this development shall be from 7 AM till 11 PM. All deliveries shall occur between the hours of 11 PM till 7 AM.
- 7. All outdoor seating and associated uses shall only be permitted on the east side of the building.

11. PUBLIC FACILITIES

WATER:

Water service shall be provided by Seminole County.

SANITARY SEWER:

Sewer service shall be provided by Seminole County.

STORM DRAINAGE:

Storm water drainage treatment and storage for the 100 year storm are to be provided on-site according to Seminole County and the St. Johns River Water Management District ERP regulations.

FIRE PROTECTION:

Fire protection shall be provided by Seminole County.

12. STANDARD COMMITMENTS

- a. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including the impact fee ordinance, in effect in Seminole County at the time of permit issuance.
- b. The conditions upon which the Developer's Commitment Agreement and related commitments are made are accepted by and agreed to by the Owner of the Property.
- c. This Agreement touches and concerns the Property, and the conditions, commitments and provisions of the Agreement shall perpetually burden, run with, and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The Owner of the property has expressly covenanted and agreed to this provision and all other terms and provisions of the Agreement.
- d. The terms and provisions of this Agreement are not severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.

has expressly covenanted and agreed to this provision and all other terms and provisions of the Agreement.

- d. The terms and provisions of this Agreement are not severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.
- e. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.
- f. The Owner of the Property has expressly agreed to be bound by and subject to the development conditions and commitments stated above and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the Property.

13. <u>INTERPRETATION: RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPMENT ORDER</u>

This Developer's Commitment Agreement is intended to summarize material provisions of the Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan, the terms and conditions of the Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Developer's Commitment Agreement and Development Order, the terms of the Developer's Commitment Agreement shall control.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	Ву:
MARYANNE MORSE	Bob Dallari, Chairman
Clerk to the Board of	
County Commissioners of	
Saminala County Florida	

OWNERS' CONSENT AND COVENANT

COMES NOW, George Donovan, Registered Manager for Maitland-Bear Lake Plaza Properties, LLC, on behalf of themselves and their heirs, successors, assigns and transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Agreement.

WITNESSES:		· · · · · · · · · · · · · · · · · · ·		
·	_	By:		•
Print Name:		George Donovar Registered Mana		٠
WITNESSES:				
	-			
Print Name:	· -			
STATE OF FLORIDA				
COUNTY OF SEMINOLE				
I HEREBY CERTIFY that on the County aforesaid to take acknown personally known to me or who who did take an oath.	owledaments.	. personally appear	ed George [Johnson who
WITNESS my hand and official s	eal in the Cou	inty and State last a	foresaid this _	day of
Notary Public, in and for the Coul My Commission Expires:	nty and State	Aforementioned		

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING SOUTH OF THE A.C.L. RAILROAD, (LESS ROAD), LYING AND BEINGIN SEMINOLE COUNTY, FLORIDA; AND ALL THAT PART OF THE SOUTHWEST ¼, SOUTH OF THE A.C.L. RAILROAD AND WEST OF BEAR LAKE ROAD IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST LYING AND BEING IN SEMIOLE COUNTY, FLORIDA.

PARCEL 2:

THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼, (LESS PART WESTOF THE A.C.L. RAILROAD) AND (LESS PART TAKEN FOR RIGHT OF WAY PER OFFICIAL RECORDS BOOK 5002, PAGE 13) AND (LESS PART LYING SOUTHEASTERLYOF MAITLAND BOULEVARD EXTENSION), OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING AND BEING IN ORANGE COUNTY, FLORIDA

EXHIBIT "B"

FINAL SITE PLAN

(See Attached Pages)

MAITLAND BLVD PLAZA

CONSTRUCTION PLANS

Parcel ID # 30-21-29-0000-00-031(OC), Orange/Seminole County, Florida Maitland Blvd & Bear Lake Rd

19-21-29-300-0110-0000 (SC), 20-21-29-300-0080-0000 (SC)

PREPARED FOR:

2949 W SR 434 Suite 300 Longwood, FL 32799 Park Plaza Holdings, LLC

CONTACT: George Donovan (407) 696-4314

SURVEYOR:
ALTAMONTE SURVEYING AND
PLATTING, INC.
438 DOUGLAS ANE. SUITE 1505F
ALTAMONTE SPRINGS, FL 32714

TANNATH DESIGN, INC.
2494 ROSE SPRING DRIVE
ORLANDO, P. 32825
(407) 328-3978
(407) 208-4425 fax
CONTACT: Bryan Potts, P.E.

ENGINEER

CONTACT: Michael W. Solitro, PSM

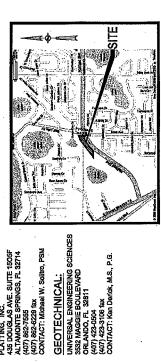
A GENERAL NOTES:

1. ALL WALLS WILL REQUIRE SEPARATE BUILDING PERMÎ

NAITLAND BLYD & BEAR LAKE RD ASAJA GVJ8 GNAJTIAM

COVER SHEET

2. THE PROJECT IS REQUIRED TO OBTAIN AN NPDES PERMIT THROUGH FDEP.



LANDSCAPE:
LANDSCAPE BESIGNS, LLC
ASS GARBILLA LANE
WINTER PARK, Ft. 32792
(407) 483-41 ax
CONTACT: Carl J. Kelly Jr.

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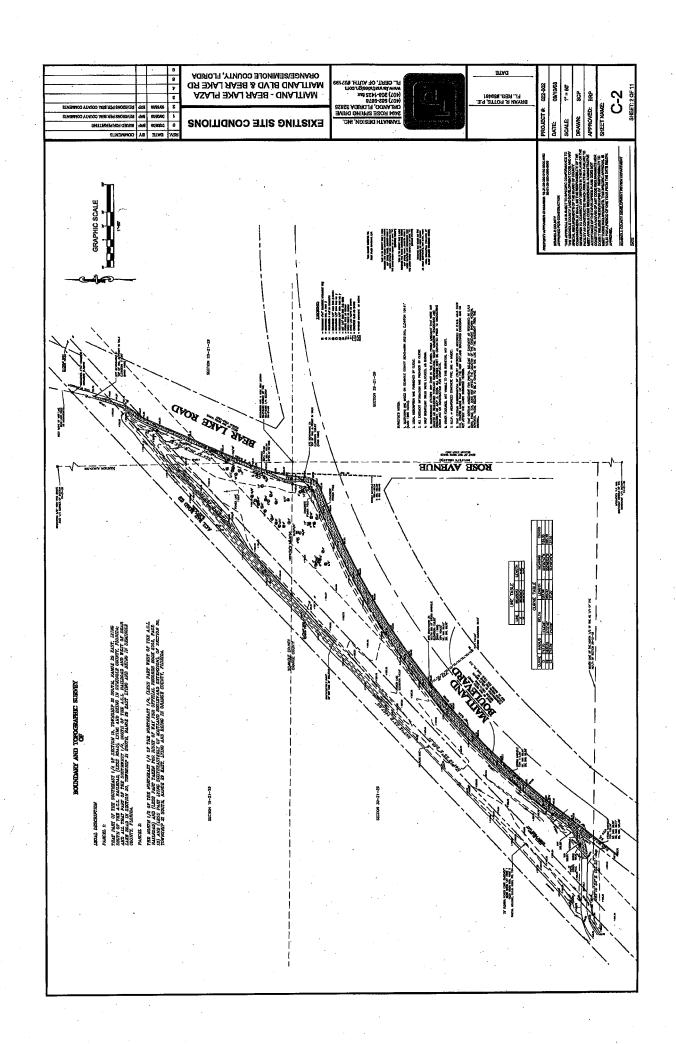
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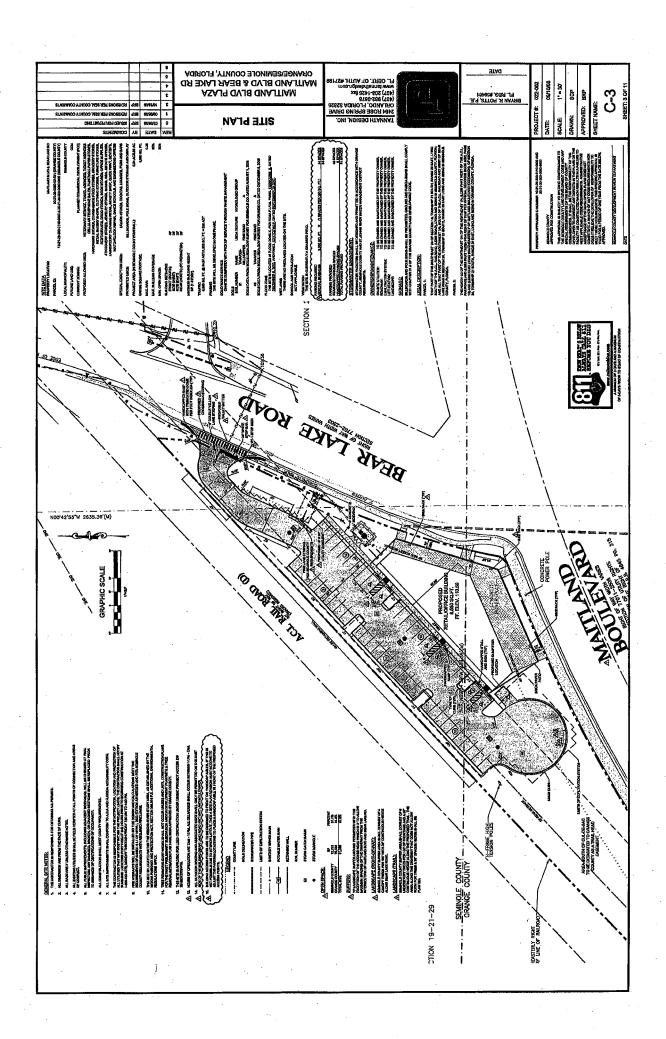
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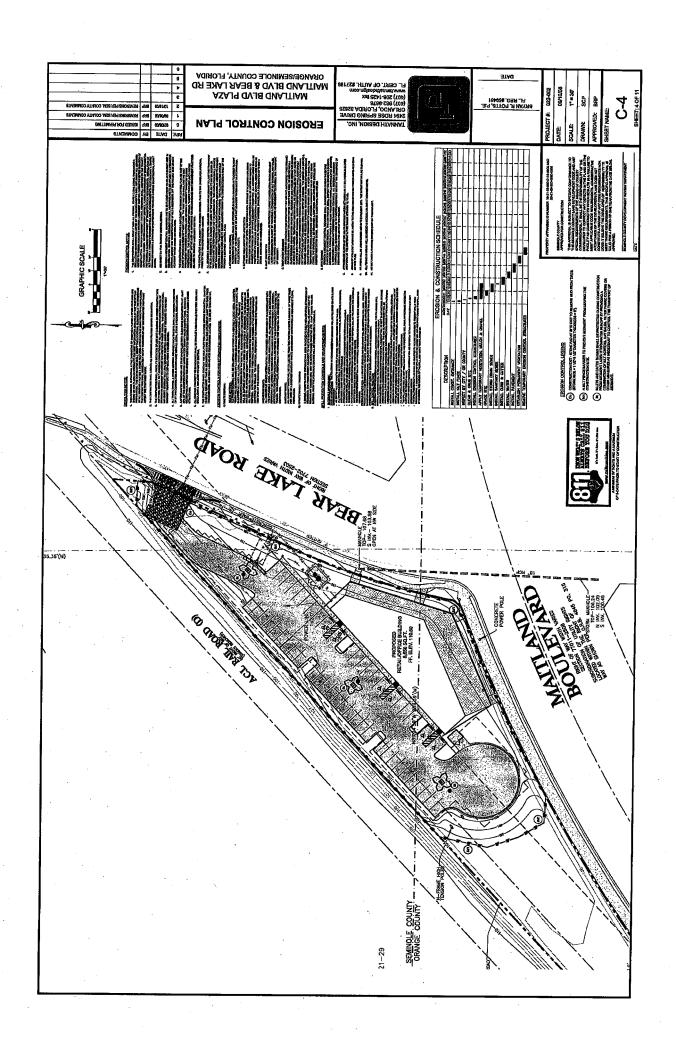
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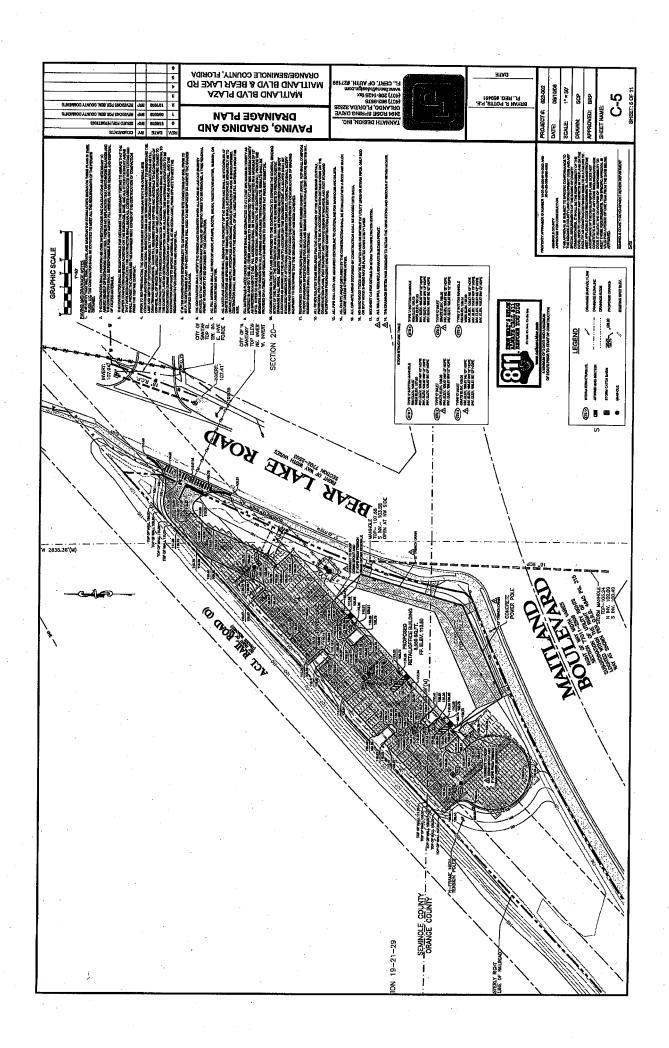
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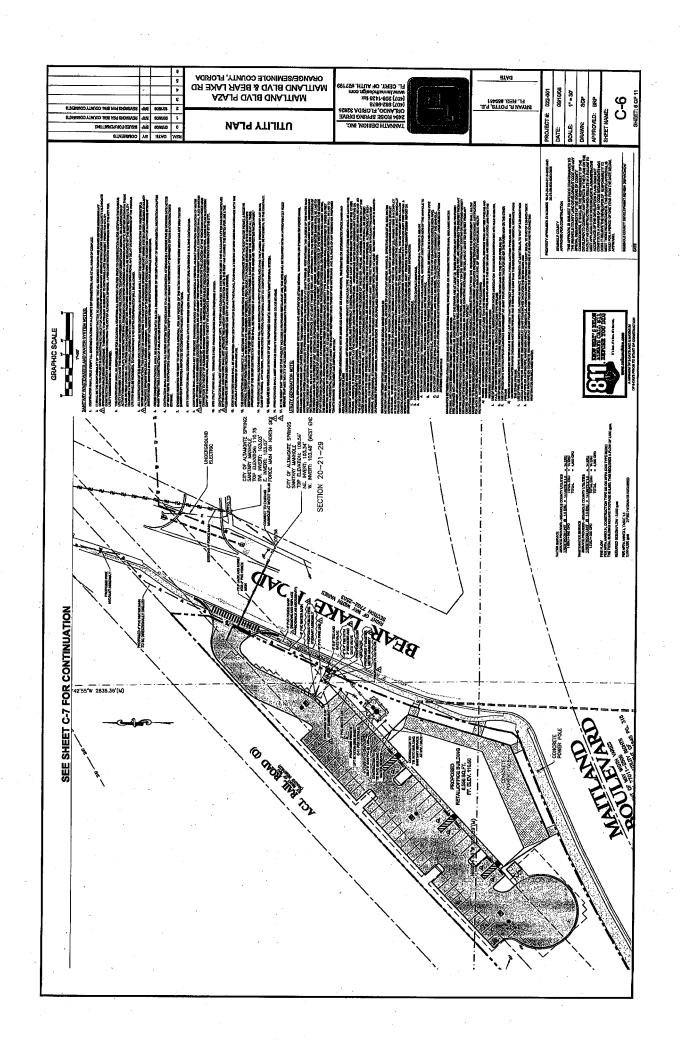
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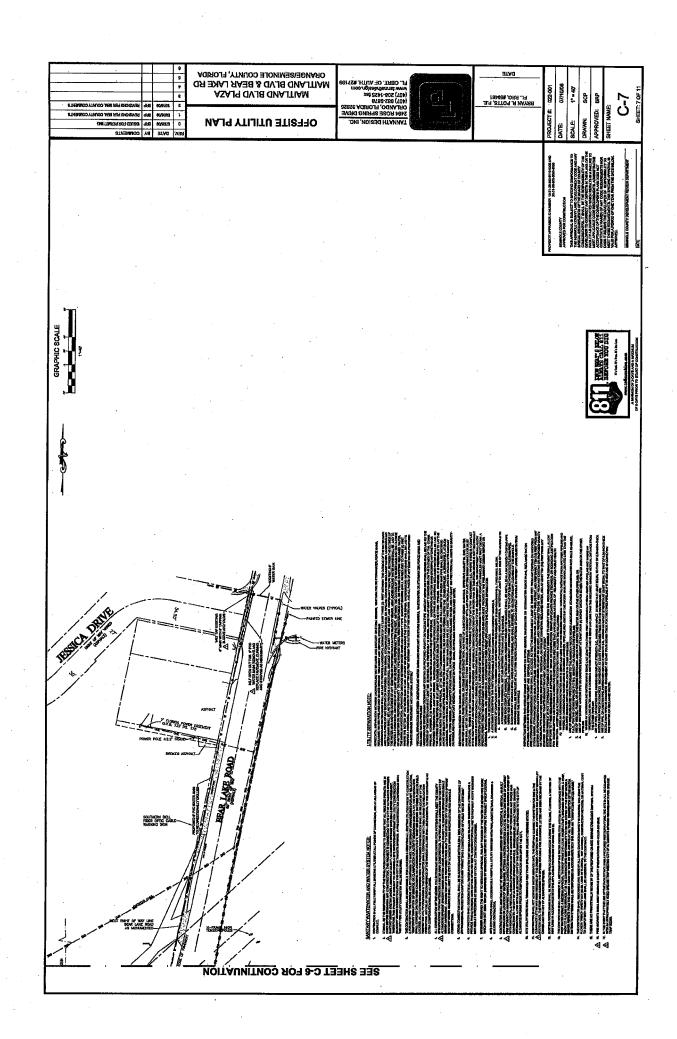


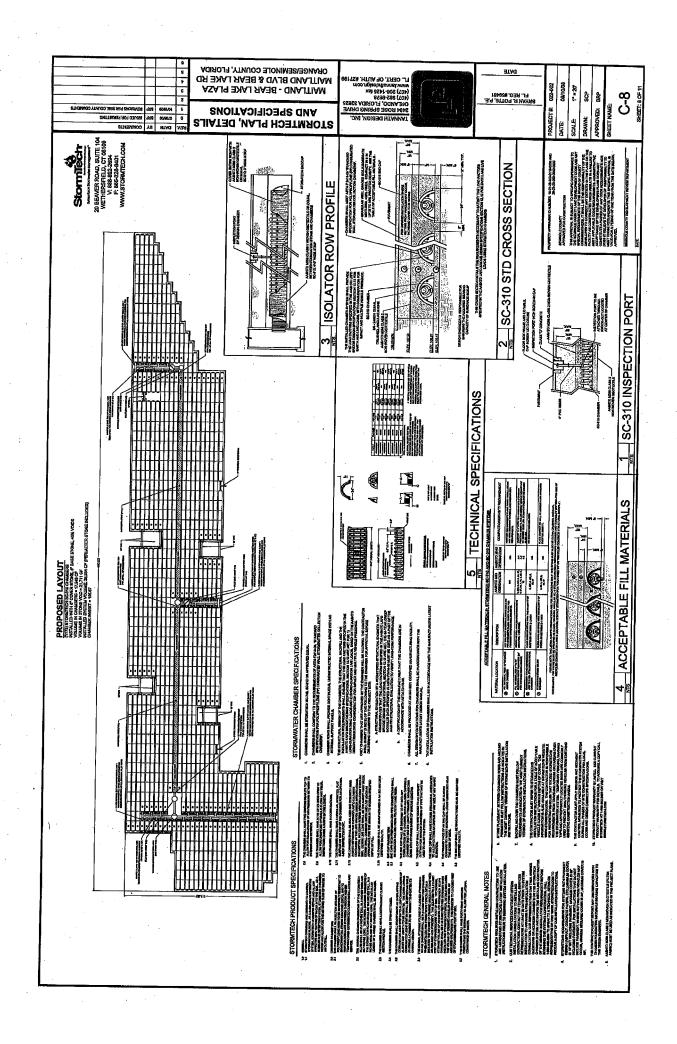


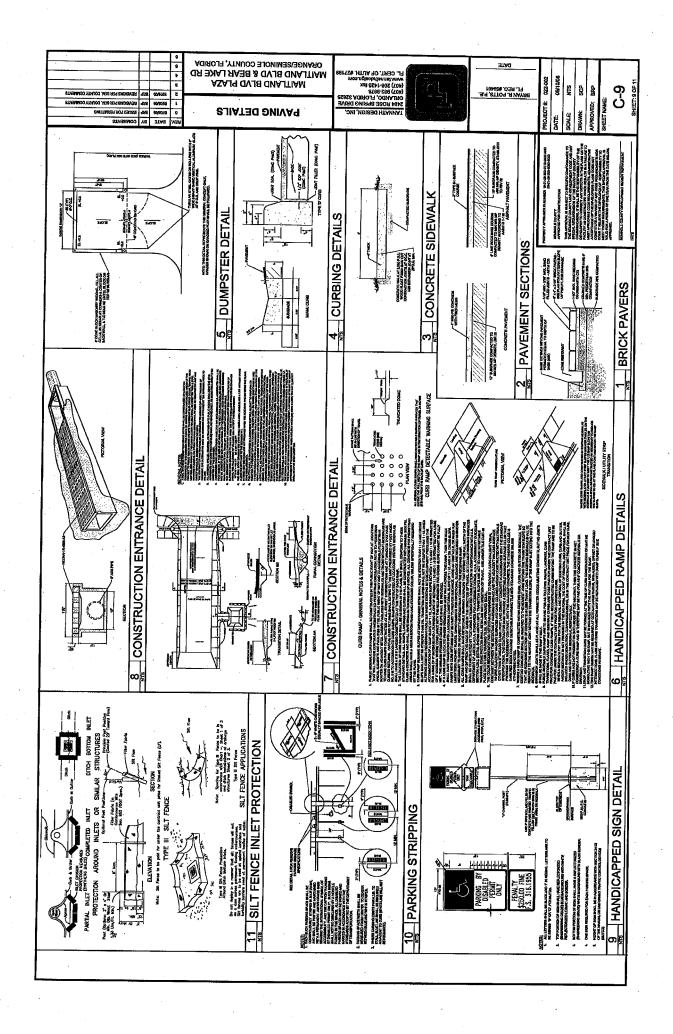


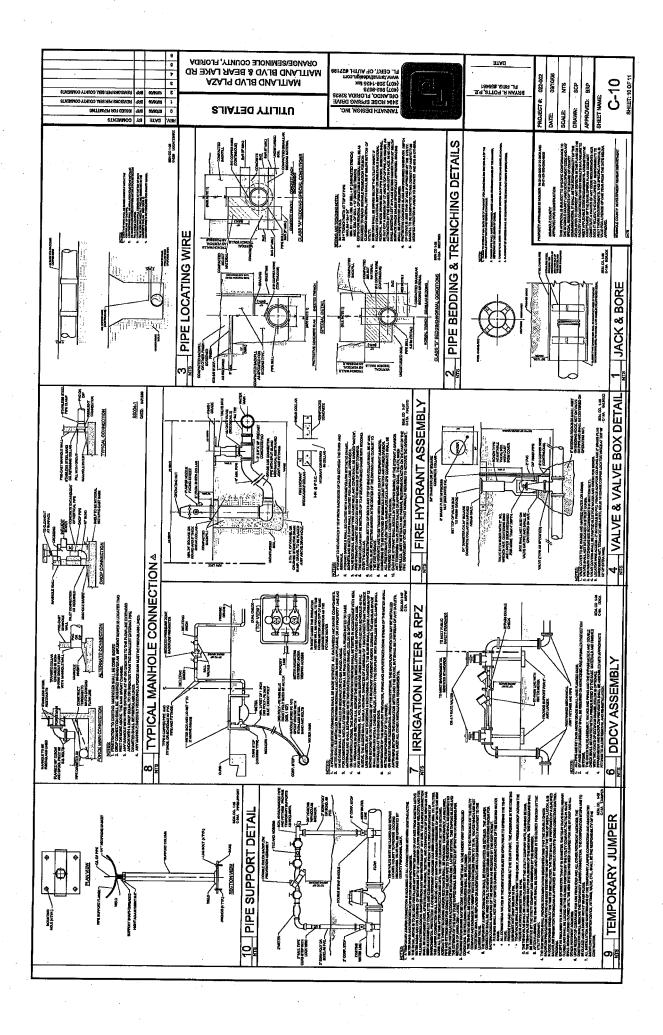


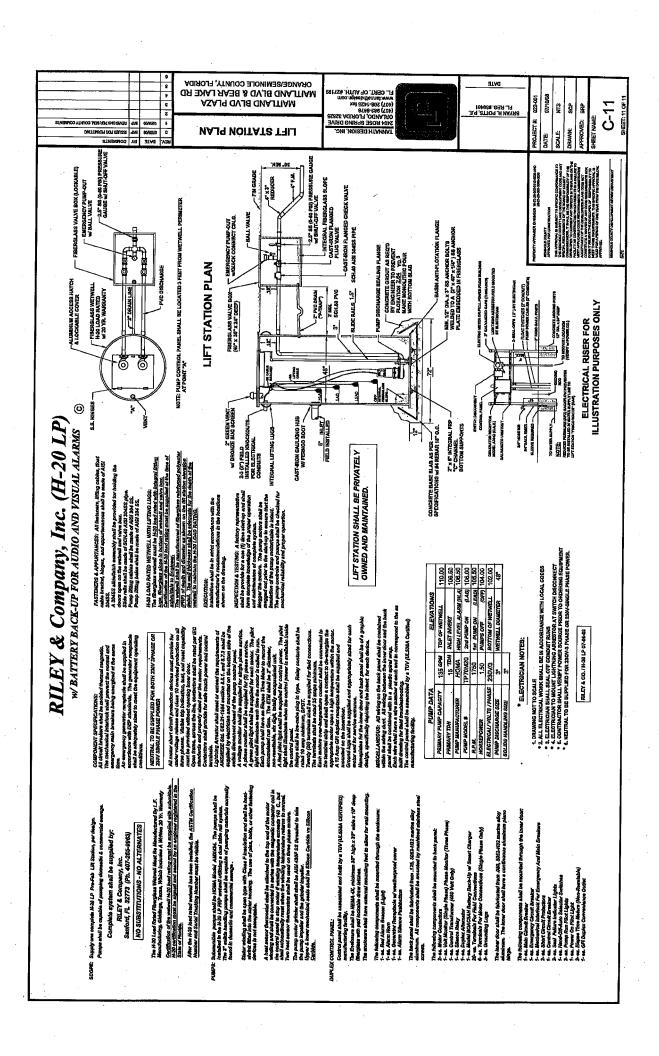


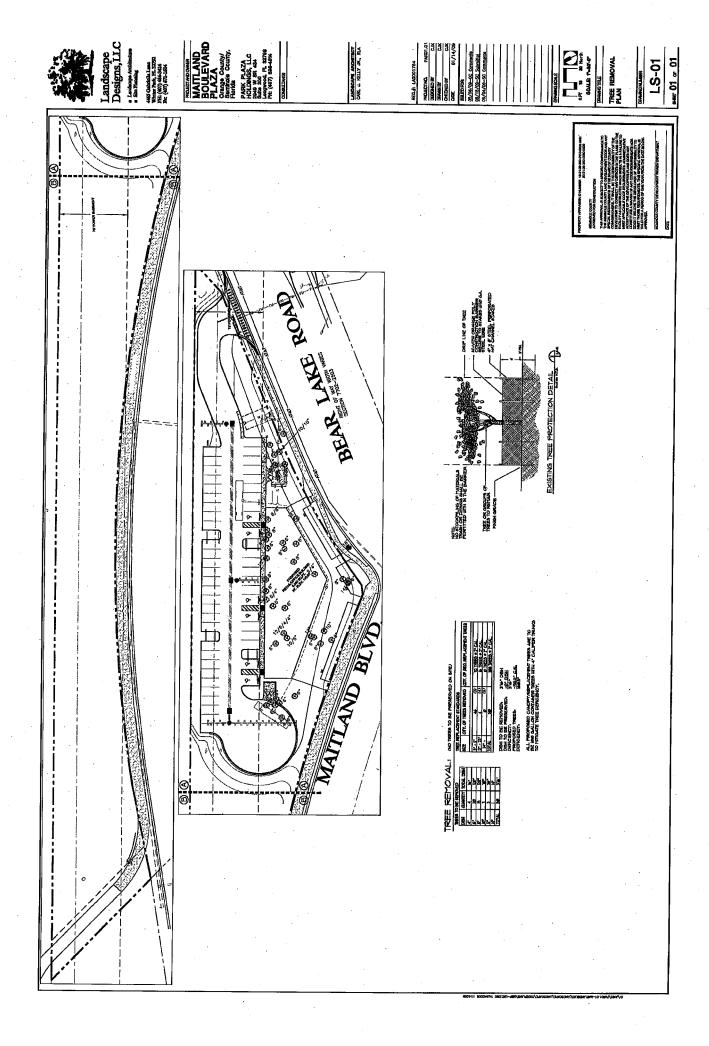


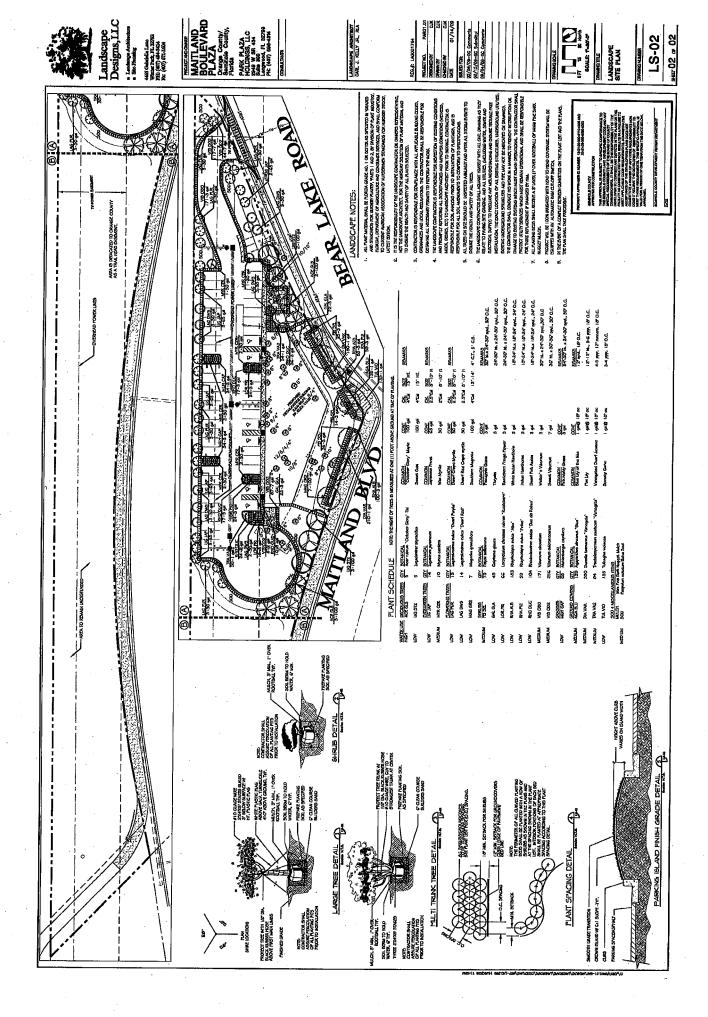


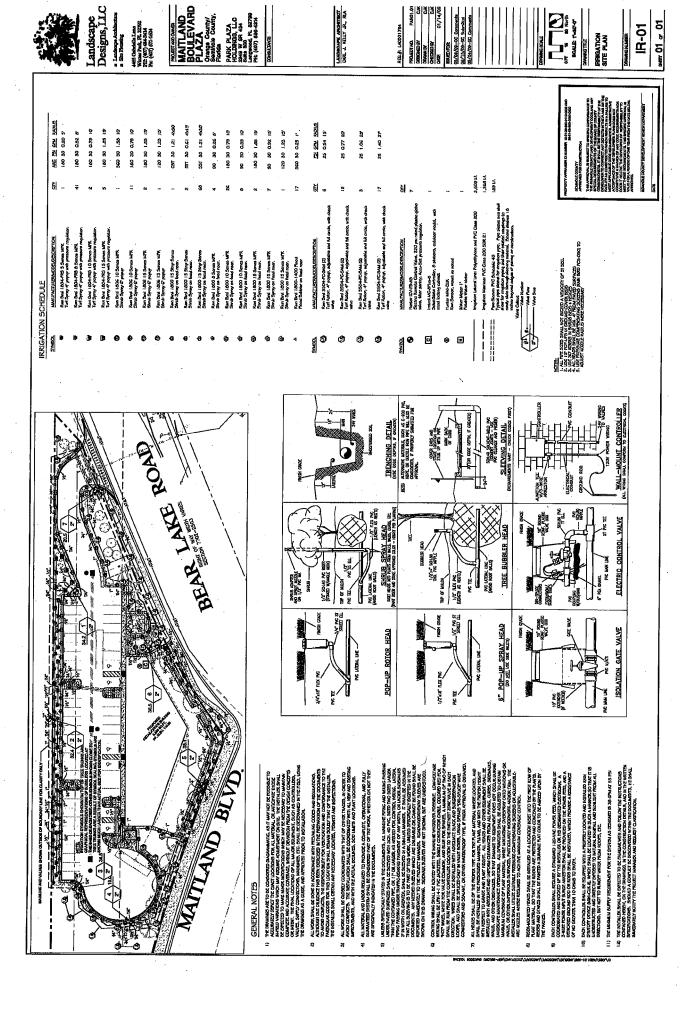












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November 2, 2009

Mr. Ian Sikonia
Planning and Development Department / Planning Division
1101 E. First Street
Sanford FL 32771

RE:

Maitland Boulevard Plaza PD Construction Plans

Reference: Case # RZ-08-10-072

30-21-29-0000-00-031, 19-21-29-300-0110-0000,

& 20-21-29-300-0080-0000

ACTION: APPROVAL

Dear Mr. Sikonia:

The Planning Division has reviewed the above referenced Seminole County construction plans. The above-referenced construction plans were submitted on behalf of Mary E. Isaacson & James W. Johnston by Bryan Potts for the property located at 8840 Rose Avenue with a parcel identification number of 30-21-29-0000-00-031, 19-21-29-300-0110-0000, & 20-21-29-300-0080-0000 also known as the Maitland Boulevard Plaza PD.

In accordance with the Memorandum of Understanding (MOU), approved by the Orange County Board of County Commissioners (BCC) on May 12, 2009, the construction plans submitted to Seminole County Board of County Commissioners, dated September 10, 2008, were reviewed by the Orange County Planning Division and brought before the Orange County Development Review Committee (DRC) on October 7, 2009 for approval. The Orange County Planning Division found the submitted construction plans to be substantially compliant with the Land Use Plan (LUP) dated January 9, 2009, approved on April 7, 2009 by the BCC and the Development Plan (DP) dated June 2, 2009, approved by the DRC on July 8, 2009.

If you should have any questions or require further assistance with this matter, please do not hesitate to contact Christopher Schmidt, of my staff, at 407-836-5570.

Sincerely,

Susan Caswell, AICP Planning Manager

SC/CS

(all via electronic mail)

c: David Heath, AICP, Deputy County Administrator Chris Testerman, AICP, Director of Government Relations John Smogor, Planning Administrator, Planning Division Joel Prinsell, Deputy County Attorney APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 1 2 2009 18 (AS) BS

MEMORANDUM OF UNDERSTANDING BETWEEN ORANGE COUNTY, FLORIDA AND SEMINOLE COUNTY, FLORIDA

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY CON PORCE

DEPUTY CLERK

THIS AGREEMENT is entered into this _____ day of MAY 1 2 2009 ,

2009, by and between ORANGE COUNTY, FLORIDA, a charter county and a

political subdivision of the State of Florida (hereinafter referred to

as "Orange") and SEMINOLE COUNTY, FLORIDA, a charter county and

political subdivision of the State of Florida (hereinafter referred to

as "Seminole") (together the "Parties") for the purpose of providing

for a cooperative and coordinated handling of land development and

transportation planning issues relevant to development of the parcel

described in Exhibit A and hereafter known as the "Development". When

referenced in this agreement, "Developer" shall be defined as Bryan

Potts, as applicant, for owners Mary Isaacson and James Johnston, and

Developer's heirs, assigns, and successors.

WHEREAS, Orange is processing an application for Development (reference case numbers CPP Amendment 2008-2-S-2-3 and Rezoning RZ-08-10-072); and

WHEREAS, Seminole is processing an application for Development (reference case number Z-2008-47).

NOW, THEREFORE, in consideration of the mutual premises, covenants and conditions hereinafter set forth, the parties agree as follows:

SECTION 1. PURPOSE OF AGREEMENT. This Agreement is entered into by the Parties for the purpose of providing communication, coordination, and cooperation on land development and transportation

planning matters specifically related to the Development since Development, if approved in its various stages, crosses both Counties and is anticipated to impact both Orange and Seminole.

The Parties agree that each County shall have a designated staff person (as referenced in Section 3) and that the respective designated staff person shall provide to the other in writing (when available) all necessary information on land development or transportation planning issues that may affect the Development.

SECTION 2. ELEMENTS OF THE AGREEMENT. This Agreement shall not be construed to provide approval for any event connected to the Development. The elements addressed in this Agreement are more specifically described as follows:

Planning and Zoning. For purposes of implementation of (a) Land Use and Zoning on the parcels, the Developer shall submit the Development Plan/Final Site Plan (hereinafter referred to as "Site Plan"), which shall be defined as a plan that establishes or complies with regulations of the counties, including but not limited to, right-of-ways, and the location indicating property line, buildings, parking areas, curb cuts driveways and landscaping, and a site plan approved by both Orange and Seminole. The Parties agree that both Counties will review the plan as submitted by the Developer for the entire Development. Developer shall ensure that Seminole has reviewed the development plan and will provide written evidence to Orange when Seminole concurs with the recommendations of Orange. Developer shall ensure that Orange has reviewed the development plan and will provide written evidence to Seminole when Orange concurs with Both Counties shall provide the recommendations of Seminole.

reasonable notice to the other of date and time of Development Review Committee meetings or other public hearings related to any applications regarding this Development.

- (b) <u>Building Inspections</u>. Upon receipt of all necessary information from Developer the parties agree that Seminole may issue the Building permit for the entire Development. By issuing the Building permit, Seminole takes full responsibility for all required inspections and issuance of a Certificate of Occupancy (C.O.) but will not so issue until Seminole receives from the Developer proof that all fees are paid; receives documentation to ensure the Development has been approved by the respective counties; and conducts its final inspection. Orange shall have full access to inspect all aspects of the Development.
- enforcement). Developer shall apply individually with each County for purposes of impact fee assessment and payment. All impact fees for road/transportation, fire service, and law enforcement shall be divided for purposes of collection between the Parties based on the land use for the property and the square footage of the Development which is located within each individual County. Impact fees shall be divided for payment on a pro rata share basis and Developer shall pay each County directly the amount due to each respective County. Seminole will not issue a building permit until Seminole receives proof in writing that all impact fee payments have been made in full to both Counties.
- (d) <u>Concurrency</u>. Developer shall apply for concurrency with each individual County. Each County shall calculate concurrency based

on the land use for the property and square footage of the Development. All relevant roadways within each county's boundaries shall be analyzed for concurrency and Developer will be subject to the respective land development code in effect at the time the Concurrency application is submitted. Developer shall remit to each individual County the appropriate fee or other information due for concurrency, if and as applicable.

- (e) <u>Fire Service</u>. The parties agree that the property described herein is in part the subject of a Mutual Aid Agreement for Fire Protection and Rescue Services executed on April 20, 2004 and an Automatic Aid Agreement for Fire Protection and Rescue Services, executed on April 20, 2004, between Seminole and Orange and that the terms of said Agreements shall control (see Exhibit B).
- (f) <u>Utilities</u>. This Agreement does not address issues relating to utilities other than to acknowledge that Seminole has agreed to provide water and wastewater service to the Development subject to appropriate review and approval (see Exhibit C) upon receipt of the appropriate fees, application, and other information from Developer.
- (g) Other Permits. Either or both counties may require Rightof-Way use permits or site plans subject to review and approval upon receipt of the appropriate fees, application and other information from Developer.
- (h) <u>Code Enforcement</u>. Subsequent to the issuance of a C.O. for the Development that is the subject of this agreement, the parties agree that the Codes and Ordinances of Seminole shall apply to and govern and control the future use, occupancy and operation of the Development and that said enforcement shall be consistent with the

conditions and standards for this Development as set forth in the Development Plan approved by each respective county.

(i) Other issues. This Agreement does not address issues relating to property tax assessment, collection, or distribution nor does it address issues relating to law enforcement concerns except related to impact fees. Developer shall submit a copy of this fully executed Agreement and the Certificate of Occupancy to the Sheriff and Property Appraiser of both Seminole and Orange Counties once the project is complete. Developer shall be responsible for notification to the appropriate County for purposes of compliance with the respective Business Tax Receipt requirement.

SECTION 3. DESIGNATED REPRESENTATIVE. Each County Administrator shall designate the staff representative for purposes coordinating the terms of this Agreement. This designee shall be listed in Section 4 for purposes of receiving a copy of any notice sent pursuant to this Agreement. Any change of said designee may be provided in writing to the other party.

SECTION 4. NOTICES. All notices, including change of designee, given to either party shall be sent by certified mail, return receipt requested, or in person with proof of delivery.

Notices to Orange shall be submitted to:

Orange County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801
Fax: (407) 836-7399

With a copy to:

Planning Manager (designee)
Orange County Planning Division
201 S. Rosalind Avenue, 2nd floor
Orlando, Florida 32801
Fax: (407) 836-5862

and

Orange County Transportation Planning Public Works Complex 4200 S. John Young Parkway Orlando, Florida 32839 Fax: (407) 836-8079

and a copy to

Orange County Attorney's office 201 S. Rosalind Avenue, 3rd floor Orlando, Florida 32801 Fax: (407) 836-5888

Notices to Seminole shall be submitted to:

Cynthia A. Coto Seminole County Manager 1101 E. First Street Sanford, Florida 32771 Fax: (407) 665-7958



With a copy to:

Alison Stettner, Planning Manager Seminole County Planning Division 1101 E. First Street Sanford, Florida 32771 Fax: (407) 665-7339

SECTION 5. CONSTRUCTION OF AGREEMENT. This Agreement and the provisions contained herein shall be construed and interpreted according to the laws of the State of Florida. The Parties have participated jointly in negotiating and drafting this Agreement. In the event ambiguity or interpretation issues arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any

Party by virtue of the authorship of any of the provisions of this Agreement.

SECTION 6. REMEDIES. All disputes regarding this Agreement shall be processed in accordance with Florida Statutes Chapter 164, Governmental Disputes, if and as applicable. In the event legal action results after all efforts are made at resolution of any dispute, venue shall be in the 9th judicial circuit, Orange County Florida.

SECTION 7. EFFECTIVE DATE AND TERM. This Agreement shall become effective on the date the respective county zoning designations become final and shall continue until the Development is completed or abandoned but in no case shall be effective no longer than eight (8) years following execution of this Agreement except as to paragraph 2(h) related to Code Enforcement which shall survive this Agreement.

SECTION 8. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

SECTION 9. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties with respect to the subject matter contained herein. No other promises, representations, agreements, oral or written, regarding the subject matter herein shall be deemed to exist or to bind the Parties. The Parties agree that any subsequent spending, funding, or study by either governing body on any issue pursuant to this Agreement shall be subject to the approval of each respective Board and is not contained within the subject matter of this Agreement. Any modifications, additions, or amendments to

this Agreement shall be in writing and signed by the authorized representative of each party.

SECTION 10. THIRD PARTY BENEFICIARIES. Both Parties acknowledge that approval of any plans for this area and Development are subject to independent approval by Orange and Seminole County Boards and Therefore, this Agreement is an administrative agreement staff. generated solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason of or for the benefit of any Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the respective representatives, their Parties hereto and successors, and assigns.

SECTION 11. INTENT AND INTERPRETATION. This Agreement shall not be construed as modifying or altering the governmental powers of either party as they now exist or may be modified in the future, except as are lawfully and expressly provided by the terms of this Agreement.

SECTION 12. SOVEREIGN IMMUNITY. Neither party waives its right to sovereign immunity under the law in this Agreement.

SECTION 13. SEVERABILITY. In the event that any section, paragraph, sentence, clause or provision is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and that same remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Agreement on the dates indicated below.

> ORANGE COUNTY, FLORIDA By: Board of County Commissioners

> > Date: 4-7-09

As authorized for execution

by the Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS

Chairman

FLORIDA

Orange County Mayor: 5.12-69 ATTEST: Martha O. Haynie, County Comptroller As Clerk of the Board of County Commissioners Date:

ATTEST:

Maryanné morse Clerk to the Board of County Commissioners of

For the use and reliance of Seminole County only.

Seminole County, Florida.

Approved as to form and legal sufficiency.

at their March 24 , 2009 regular meeting.

KFT/sjs 2/6/09

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Attachment:

Exhibit A - Property Description Exhibit B - Fire Service Agreements

Exhibit C - Letter to Tannath Design, Inc, (dated 5/6/08)

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING SOUTH OF THE A.C.L. RAILROAD, (LESS ROAD), LYING AND BEING IN SEMINOLE COUNTY, FLORIDA; AND ALL THAT PART OF THE SOUTHWEST 1/4, SOUTH OF THE A.C.L. RAILROAD AND WEST OF BEAR LAKE ROAD IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, (LESS PART WEST OF THE A.C.L. RAILROAD) AND (LESS PART TAKEN FOR RIGHT OF WAY PER OFFICIAL RECORDS BOOK 5002, PAGE 13) AND (LESS PART LYING SOUTHEASTERLY OF MAITLAND BOULEVARD EXTENSION), OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING AND BEING IN ORANGE COUNTY, FLORIDA.



EXHIBIT "B"

FILED IN OFFICE OFY, COMMISSION RECORDS MARYANNE MORSE

04 APR 29 PM 2:15

CLERK TO B.C.C. SEMINDLE CO. FL.

AUTOMATIC AID AGREEMENT for FIRE PROTECTION AND RESCUE SERVICES between

ORANGE COUNTY, FLORIDA AND SEMINOLE COUNTY, FLORIDA

THIS AGREEMENT, is by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (hereinafter referred to as "Orange") and SEMINOLE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Seminole").

WITNESSETH

WHEREAS, Orange and Seminole have established and maintain Fire Departments with fire fighting equipment, emergency medical equipment and firefighting personnel; and

WHEREAS, the boundaries of Orange and Seminole are adjacent, and

WHEREAS, the parties are desirous of providing the most expeditious and efficient response in their respective jurisdictions in order to protect the public health, welfare and safety, and

WHEREAS, the parties recognize that the most expeditious response may be provided by the firefighting and rescue agency outside of, but contiguous to, the jurisdiction in which the emergency occurs, and

WHEREAS, the parties deem it desirable to make provisions for an initial response in case of such emergency from the firefighting and rescue agency closest to such emergency,

NOW, THEREFORE, it is agreed by and between the parties hereto that each shall assist the other under the following stipulations, provisions and conditions:

Bk 307 Pg 78

1. **DEFINITIONS:**

For the purpose of this Agreement, the following definitions shall apply.

- A. Automatic Aid: Immediate response of emergency personnel by the Responding Party (as defined below) closest to the scene within the Receiving Party's jurisdiction where personnel may be responding on behalf of or with the Receiving Party.
- B. Receiving Party: The Receiving Party is the party to which aid is being rendered pursuant to this Agreement.
- C. Responding Party: The Responding Party is the party providing aid pursuant to this Agreement.

2. AUTOMATIC AID ASSISTANCE

Automatic Aid assistance shall be based on a predefined process that results in the immediate response of emergency personnel by the Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of or with the Receiving Party. The process shall be initiated through the Fire Department Communication Center.

The Responding Party's response shall be in proportion to the amount and type of equipment/apparatus operated by the Receiving Party.

3. LIABILITY/INDEMNIFICATION

Orange and Seminole do not assume any liability for the acts, omissions or negligence of the other. Each shall indemnify and hold the other harmless from all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the negligent performance of their respective operations under this

Bh 307 Pg 79

Agreement. This provision shall not be construed as a waiver of sovereign immunity.

To the extent any claim is asserted in excess of the limits established by the waiver of sovereign immunity under Florida law, this provision will become null and void and shall be severed from the remainder of this Agreement.

4. REIMBURSEMENT

Neither Orange nor Seminole will receive payment or be reimbursed by the other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents either party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

5. TERM

This Agreement may be cancelled by either party after giving a minimum of ninety (90) days written notice of intent to cancel said Agreement. This Agreement will continue in perpetuity until cancelled.

6. MISCELLANEOUS

(a) Officer in Charge, Service Standard - While providing Automatic Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations. If an officer for the Receiving Party is not available at the scene, the highest ranking officer from the Responding Party will control the scene until its termination or an officer from the Receiving Party arrives and scene control is properly transferred. The Responding and

Ph 307 Pg 80

Receiving Parties shall utilize the National Fire Protection Standard 1500, as defined in State Statute 633.821, to ensure that the Incident Command System, the Personnel Accountability System and the 2-in/2-out standards are adhered to. Failure to comply with this service standard may be deemed to be a breach of this Agreement and cause for termination.

- (b) Application of Agreement This Agreement shall apply only to emergencies existing within the areas of protection of Orange and Seminole.
- (c) Operational Plan The chiefs of the fire departments, or their designees, will meet and draft, and may thereafter revise, a written plan for the procedures and operations necessary to effectively implement this Agreement. This operational plan will become effective upon approval by the Orange County Fire Chief and the Seminole County Fire Chief.
- (d) Conflict Resolution Any disputes arising from this Agreement shall be resolved by the Orange County Fire Chief and the Seminole County Fire Chief, or their duly authorized representative.

7. EFFECTIVE DATE

This Agreement will take effect as of the date of the last signature herein below.

Bk 307 fg 81

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the day and year set forth below.



ORANGE COUNTY FLORIDA

By: Board of County Commissioners

By: Alexandra. Richard T. Crotty
Orange County Chairman

Date: 4.20.04

ATTEST: Martha O. Haynie, County Comptroller As Clerk to the Board of County Commissioners

By:

Deputy Clerk

SEMINOLE COUNTY, FLORIDA By: Board of County Commissioners

By:

DARYL G. MCLAIN, Chairman

Date:

3-25-04

ATTEST: Maryanne Morse, Clerk to the Board of Seminole County Commissioners

oard 1

As authorized for execution by the Board of County Commissioners at their 23 Murch, 2004 regular meeting.

of the fise and reliance of Seminole County only.
Approved as a form and legal sufficiency.

County Actors

Ble 307 Pg 82

APPROVED'
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
APR 2 0 2001 PAPE

FILED IN OFFICE CTY, COMMISSION RECORDS MARYAPPE MORSE

04 APR 29 PM 2: [5

CLERK TO B.C.C. SEMINOLE OD. FL

MUTUAL AID AGREEMENT for FIRE PROTECTION AND RESCUE SERVICES between

ORANGE COUNTY, FLORIDA AND SEMINOLE COUNTY, FLORIDA

THIS AGREEMENT, is by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (hereinafter referred to as "Orange County") and SEMINOLE COUNTY, a political subdivision existing under the laws of the State of Florida (hereinafter referred to as "Seminole County").

WITNESSETH

WHEREAS, Seminole County and Orange County have established and maintain Fire Departments with firefighting equipment, emergency medical equipment and firefighting personnel; and

WHEREAS, the boundaries of Orange County and Seminole County are adjacent, and

WHEREAS, the parties deem it desirable that an agreement be entered into for their mutual benefit in times of emergency or disaster too great to be dealt with unassisted.

NOW, THEREFORE, it is agreed by and between the parties hereto that each shall assist the other under the following stipulations, provisions and conditions:

1. **DEFINITIONS**:

For the purpose of this Agreement, the following definitions shall apply.

A. Mutual Aid: Mutual Aid is defined as a catastrophic event, manmade or

Ph 307 Pg 83

natural, that because of the magnitude of the event, poses a hardship on the ability of the jurisdiction having authority to respond with adequate services, (eg: hurricane, tornadoes, large structural fires, mass casualty incidents.)

Mutual Aid shall not include ordinary events for which the responsible jurisdiction has determined it will not obtain adequate equipment and/or support.

- B. Requesting Party: The Requesting Party is the jurisdiction having the authority and responsibility to respond to the disaster for which Mutual Aid is being sought.
- C. Responding Party: The Responding Party is the jurisdiction being contacted by the Requesting Party to provide Mutual Aid assistance.

2. MUTUAL AID ASSISTANCE

Mutual Aid assistance shall be requested by the Fire Chief of the Requesting Party or his designee, to the Fire Chief of the Responding Party or his designee. The request shall be initiated through the Fire Department dispatch office.

If available, equipment shall be dispatched as requested by the Requesting Party.

The number of such pieces and the amount of personnel dispatched shall be at the sole discretion of the Responding Party.

Notwithstanding any provision of this Agreement to the contrary, the Fire Department of either signatory may decline to provide assistance if by doing so, their own jurisdiction would not be afforded adequate coverage. Each department shall advise the other immediately if such a condition exists.

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3. LIABILITY/INDEMNIFICATION

Orange County and Seminole County do not assume any liability for the acts, omissions or negligence of the other. Each shall indemnify and hold the other harmless from all claims, damages, losses and expenses (including attorney fees) arising out of or resulting from the negligent performance of their respective operations under this Agreement. This provision shall not be construed as a waiver of sovereign immunity. To the extent any claim is asserted in excess of the limits established by the waiver of sovereign immunity under Florida law, this provision will become null and void and shall be severed from the remainder of this Agreement.

4. REIMBURSEMENT

Neither Orange County nor Seminole County will receive payment or be reimbursed by the other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents either party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

5. TERM

This Agreement may be cancelled by either party after giving a minimum of ninety (90) days written notice of intent to cancel said Agreement. This Agreement will continue in perpetuity until cancelled.

6. MISCELLANEOUS

- (a) Officer in Charge, Service Standard While providing Mutual Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations for the Requesting Party. The Requesting Party shall utilize National Fire Protection Standard 1500 to ensure that the Incident Command System, the Personnel Accountability System and the 2-in/2-out standards are adhered to. Failure to comply with this service standard shall be a breach of this Agreement.
- (b) Application of Agreement This Agreement shall apply only to emergencies existing within the areas of protection of Orange County and Seminole County.
- (c) Conflict Resolution Any disputes arising from this Agreement shall be resolved by the Orange County Fire Chief and the Seminole County Fire Chief, or their duly authorized representative.

7. EFFECTIVE DATE

This Agreement will take effect as of the date of the last signature herein below.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the day and year set forth below.



ORANGE COUNTY FLORIDA

By: Board of County Commissioners

Date: 4. 20.04

ATTEST: Martha O. Haynie, County Comptroller As Clerk to the Board of County Commissioners

By: Deputy Clerk

SEMINOLE COUNTY, FLORIDA By: Board of County Commissioners

By:

DARYL G. MCLAIN, Chairman

TEST: Maryage Morse, Clerk to the Board Seminole County Commissioners Date: 3-25-04

As authorized for execution by the Board of County Commissioners at their **23 Thankle**, 2004 regular meeting.

of the use and reliance of Seminole County only.

County Attorney

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EXHIBIT C

ENVIRONMENTAL SERVICES DEPARTMENT



May 6, 2008

Tannath Design, Inc. Bryan Potts 2212 S Chickasaw Trl. Suite 208 Orlando, FL 32825

RE: Parcel # 19-21-29-300-0110-0000 20-21-29-300-0080-0000 30-21-29-0000-000-31 Orange Co Parcel

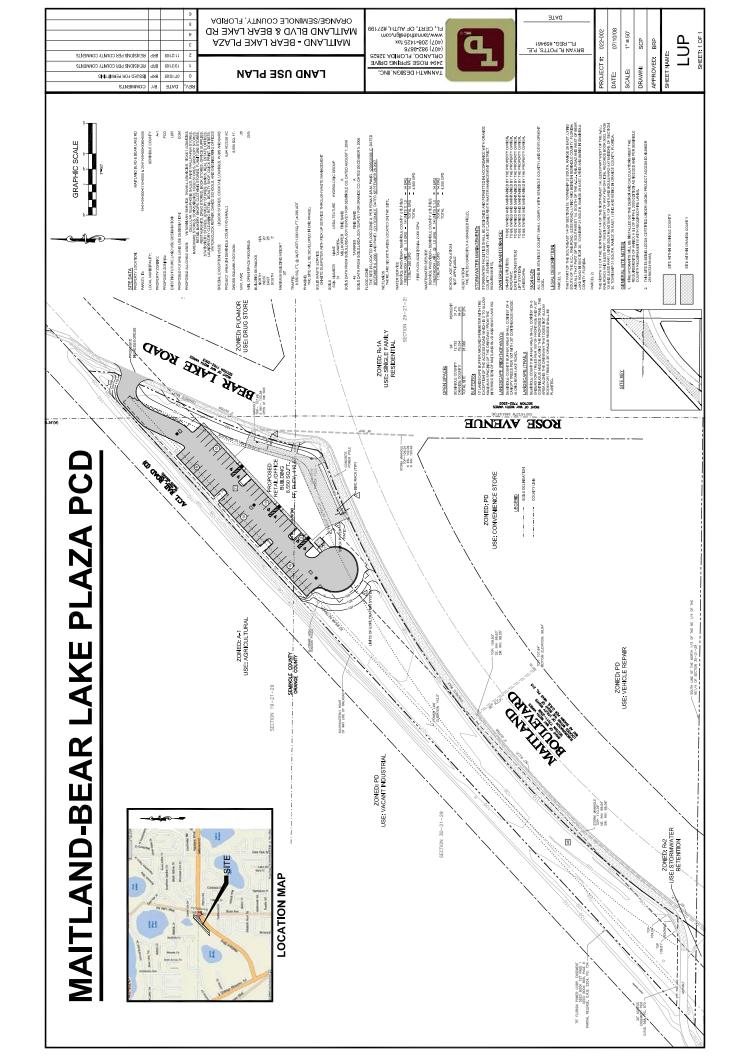
Dear Bryan:

Per your request, please be advised that Seminole County Environmental Services is the potable water and sewer service provider within the above referenced with adequate capacity to serve. Water and Sewer service availability is guaranteed upon proper execution of the Conditional Utility Agreements for water and sewer service. Final confirmation of capacity availability is made only through the formal process of executing these Agreements. Since your project has not moved to this point in the development process, no formal confirmation of availability can be made. Please contact Sandy Neminski @ 407-665-7474 to start your concurrency process.

Should you require any additional information, or have any additional questions, do not hesitate to contact me at (407) 665-2143.

Sincerely,

Becky Noggle OSP Coordinator Environmental Services



Proof of publication, as shown on page ______, calling for a public hearing to consider enacting an ordinance rezoning from M-1A (Very Light Industrial) to M-1 (Industrial) 7.55+/- acres located approximately one mile north from the intersection of W. SR 46 and Hickman Drive, Renzulli Properties LLC/David Rodd, McKee Construction, received and filed.

Austin Watkins, Senior Planner, addressed the Board to present the request, stating if the rezoning is approved, the applicant intends to apply for a special exception that must be approved by the Board of Adjustment to allow for storage of fuel on site. He said staff finds the proposed rezoning is consistent and compatible with the trends in the area and staff is recommending approval of the rezoning.

David Rodd, applicant, 79 Monroe Road, addressed the Board stating he will answer any questions.

No one spoke in support or in opposition.

Motion by Commissioner Carey, seconded by Commissioner McLean, to approve the request and enact Ordinance #2009-10, as shown on page ______, rezoning from M-1A (Very Light Industrial) to M-1 (Industrial) 7.55+/- acres located approximately one mile north from the intersection of W. SR 46 and Hickman Drive, as described in the proof of publication, Renzulli Properties LLC/David Rodd, McKee Construction, based on staff findings.

Districts 1, 2, 3, 4 and 5 voted AYE.

MAITLAND-BEAR LAKE PLAZA SMALL SCALE FUTURE LAND USE AMENDMENT AND REZONE/BRYAN POTTS

Proof of publication, as shown on page _____, calling for a public hearing to consider enacting an Ordinance for a Small Scale

Land Use Amendment from LDR (Low Density Residential) to COM (Commercial), and enacting an Ordinance rezoning from A-1 (Agriculture) to PCD (Planned Commercial Development) .94+/- acres located at the northwest corner of Bear Lake Road and Maitland Boulevard, Bryan Potts, received and filed.

Mr. Watkins presented the request stating the applicant is proposing a retail/office building with permitted uses as identified in the staff report. He said staff feels the requested Future Land Use Amendment is compatible with the area. Staff has reviewed the waivers requested and recommends approval of the active buffer reduction. Staff is also recommending approval of the Small Scale Land Use Amendment, rezoning, Memorandum of Understanding, Preliminary Site Plan and Development Order.

Applicant, Bryan Potts, addressed the Board to answer any questions.

No one spoke in support or in opposition.

District Commissioner Van Der Weide stated this is a unique piece of property and there is not much you can do with it. He thinks what the applicant has brought before the Board is the best they can hope for. He said he has not had any complaints.

 Development Order, as shown on page _____; as described in the proof of publication, Bryan Potts, based on staff findings.

Districts 1, 2, 3, 4 and 5 voted AYE.

Lakes Boulevard, Robert Horian, received and filed.

ETOR PUD MAJOR AMENDMENT/ ROBERT HORIAN

Proof of publication, as shown on page _____, calling for a public hearing to consider approval of a Major Amendment to the ETOR PUD (Planned Unit Development), and Addendum #4 to the Developer's Commitment Agreement, containing 2.75+/- acres located at the northwest corner of the intersection of S. Sun Drive and Greenwood

Mr. Watkins presented the request, stating staff recommends approval of the Major Amendment and Addendum #4 to the Developer's Commitment Agreement.

Upon inquiry by Commissioner McLean, Mr. Watkins corrected his presentation to state the building height should be 55'6" and not 70' as previously stated.

Commissioner Henley stated the backup indicates a commitment by the applicant of a voluntary payment of \$350 per unit to the school system. He asked if that had been done.

Mr. Watkins said he was not sure if the applicant had complied with that, but that is something staff will look at when this project comes in for multi-family.

Commissioner Carey noted that when the Development Order was executed, school concurrency was not in place. She asked which would apply, the \$350 per unit or the new school concurrency.

Dori DeBord, Planning & Development Director, addressed the Board to state the applicant will have to comply with school concurrency. She said at that point in time, staff will work with the School Board

SEMINOLE COUNTY DEVELOPMENT ORDER

On March 24, 2009, Seminole County issued this Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

(The aforementioned legal description has been provided to Seminole County by the owner of the subject property.)

FINDINGS OF FACT

Property Owner(s):

Mary Isaacson and James Johnston

Project Name:

Maitland - Bear Lake Plaza SSLUA and Rezone

Requested Development Approval: Small Scale Future Land Use amendment from LDR (Low Density Residential) to COM (Commercial) and a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development).

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

Prepared by: Austin Watkins 1101 East First Street Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT CLERK OF SEMINOLE COUNTY BK 07189 Pgs 0453 - 463; (11pgs) FILE NUM 2009054304 RECORDED 05/20/2009 02:29:05 PM RECORDING FEES 95.00 RECORDED BY 6 Harford

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

DEPUTY CLERK

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is GRANTED.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:
 - A. The project shall have a maximum allowable building square footage of 8,550 gross square feet.
 - B. The following uses shall be permitted:
 - Veterinary Service
 - Travel Agencies
 - Ticket Agencies
 - Cellular Telephone Sales
 - Paint/Wallpaper Stores
 - · Hardware Stores
 - Convenience Food Stores
 - Grocery Stores
 - · Retail Bakery Shops
 - Clothing Stores
 - Furniture Stores
 - Restaurants
 - Drug StoresBook Stores
 - Office Supplies
 - Stationery Stores
 - Jewelry Stores
 - Banks
 - Real Estate Offices
 - Laundry/Dry Cleaning Retail
 - Beauty Shops
 - Quick Print
 - Dentists
 - Watch/Clock Repair
 - Dance Schools
 - Engineering Offices
 - C. The setbacks shall be as follows:

North: N/A

South: 0'

East: 25'

West: 20'

D. The buffers shall be as follows:

The buffers shall meet the following criteria:

South: No buffer required.

East: 10 foot landscaped buffer containing 4 canopy trees every 100' and a 36" continuous hedge.

West: 10 foot landscaped buffer containing 6 understory trees per 100' linear feet and a 30" continuous hedge. The buffer may be reduced down to 3 foot at the closest point to the access road; within this area the buffer shall contain a 36" continuous solid opaque hedge. The trees used in this buffer shall be consistent with Progress Energy planting standards.

- E. The project shall provide bicycle racks.
- F. The hours of operation for all uses within the property shall only be permitted between the hours of 7 AM until 11 PM.
- G. All outdoor seating and associated uses shall only be permitted on the east side of the building (Bear Lake Road and Maitland Boulevard).
- H. Usable open space shall be provided at 25% overall for the site.
- I. The maximum allowable building height is 35'.
- J. Development shall comply with the Preliminary Site Plan attached as Exhibit "B".
- (4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.
- (5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD

Bob Dallari, Chairman

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Mary Isaacson, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

commitments set forth in this Develop	oment Order.
Million Horau	Mary E Saacson Mary Isaacson
Witness	Many Haaacson
H. l. HAM	<u></u>
Printed Name	
Feleur Gentrook	
	
Witness <u>Yelena Gurtovenko</u>	
Printed Name	
STATE OF FLORIDA)	
county of Drange)	
State and County aforesaid to take	is day, before me, an officer duly authorized in the acknowledgments, personally appeared Mary known to me or who has produced as identification and who did take
an oath.	ao idonamodador and who did take
witness my hand and official day of May,	seal in the County and State last aforesaid this 2009.
Millre Merco	
MII NDEN MEDCEN	Notary Public, in and for the County and State Aforementioned
MILDRED MERCED 5 MY COMMISSION # DD685951 \$ EXPIRES: September 21, 2011 \$	My Commission Expires: 9/2/2011

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, James Johnston, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness H. CHAMP	James W Johnston by Mars James Johnston by MARY ISAACSON his attorney in fact.
Printed Name	
Witness	
Printed Name	
	day, before me, an officer duly authorized in the cknowledgments, personally appeared James own to me or who has produced
	as identification and who did take
an oath.	
4 WITNESS my hand and official se day of, 20	al in the County and State last aforesaid this 009.
Humitiness my hand and official se day of May, 20	

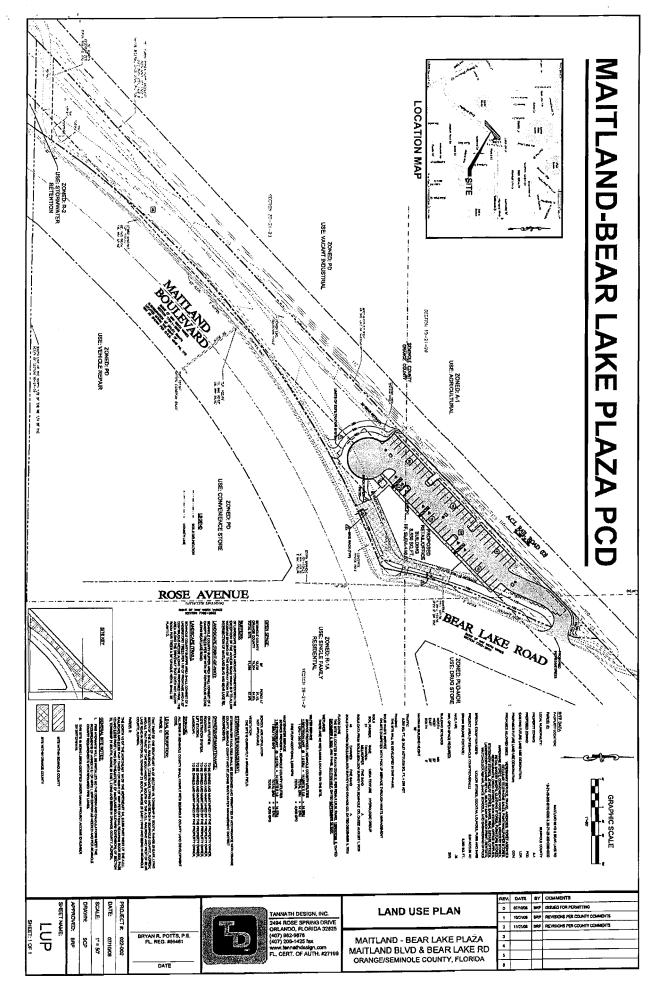
EXHIBIT "A"

Legal Description

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING SOUTH OF THE A.C.L. RAILROAD, (LESS ROAD), LYING AND BEING IN SEMINOLE COUNTY, FLORIDA; AND ALL THAT PART OF THE SOUTHWEST 1/4, SOUTH OF THE A.C.L. RAILROAD AND WEST OF BEAR LAKE ROAD IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

EXHIBIT "B"

Preliminary Site Plan



SEMINOLE COUNTY APPLICATION & AFFIDAVIT

Ownership Disclosure Form

1.	List all <u>natural persons</u> who have an ownership interes name and address.	t in the property, which is the subject matter of this petition, by
	Name:	Name:
	Address:	Address:
	Phone #:	Phone #:
	Name:	Name:
	Address:	Address:
		Phone #:
	Phone #:(Use additional	sheets for more space.)
2.		leads ut back strategucidet with parts 5 % of profe of the greek a
2.	each director of the corporation, and the name and add the corporation. Shareholders need not be disclosed a any national or regional stock exchange. Maitland-Bear Lake Plaza Properties, LL Name of Corporation:	Name of Corporation:
2.	each director of the corporation, and the name and add the corporation. Shareholders need not be disclosed a any national or regional stock exchange. Maitland-Bear Lake Plaza Properties, LL Name of Corporation:	Name of Corporation:
2.	each director of the corporation, and the name and add the corporation. Shareholders need not be disclosed a any national or regional stock exchange. Maitland-Bear Lake Plaza Properties, LL Name of Corporation: George Donovan Address: 2949 W. SR 434, Ste 300, Longwood, FL 3277	Name of Corporation: Officers: Address:
2.	each director of the corporation, and the name and add the corporation. Shareholders need not be disclosed a any national or regional stock exchange. Maitland-Bear Lake Plaza Properties, LL Name of Corporation:	C Name of Corporation: Officers: Directors:
2.	each director of the corporation, and the name and add the corporation. Shareholders need not be disclosed a any national or regional stock exchange. Maitland-Bear Lake Plaza Properties, LL Name of Corporation: George Donovan Address: 2949 W. SR 434, Ste 300, Longwood, FL 3277	C Name of Corporation: Officers: Directors: Address: Address:
2.	each director of the corporation, and the name and add the corporation. Shareholders need not be disclosed a any national or regional stock exchange. Maitland-Bear Lake Plaza Properties, LL Name of Corporation: George Donovan Address: 2949 W. SR 434, Ste 300, Longwood, FL 3277 Directors:	Name of Corporation: Officers: Directors: Address: Shareholders:
2.	each director of the corporation, and the name and add the corporation. Shareholders need not be disclosed a any national or regional stock exchange. Maitland-Bear Lake Plaza Properties, LL Name of Corporation: George Donovan Address: Directors: Address: Shareholders:	Name of Corporation: Officers: Directors: Address: Shareholders: Address: Address:
2.	each director of the corporation, and the name and add the corporation. Shareholders need not be disclosed a any national or regional stock exchange. Maitland-Bear Lake Plaza Properties, LL Name of Corporation: George Donovan Address: Directors: Address: Shareholders: (Use additional	Name of Corporation: Officers: Directors: Address: Shareholders: Address: sheets for more space.)
 3. 	each director of the corporation, and the name and add the corporation. Shareholders need not be disclosed a any national or regional stock exchange. Maitland-Bear Lake Plaza Properties, LL Name of Corporation: George Donovan Address: Directors: Address: Shareholders: (Use additional	Name of Corporation: Officers: Directors: Address: Shareholders: Address: sheets for more space.)
	each director of the corporation, and the name and add the corporation. Shareholders need not be disclosed a any national or regional stock exchange. Maitland-Bear Lake Plaza Properties, LL Name of Corporation: Officers: George Donovan Address: Directors: Address: Shareholders: Address: (Use additional In the case of a trust, list the name and address of each	Name of Corporation: Officers: Directors: Address: Shareholders: Address: sheets for more space.) The stock are traded publicly of the stock are traded public
	each director of the corporation, and the name and add the corporation. Shareholders need not be disclosed a any national or regional stock exchange. Maitland-Bear Lake Plaza Properties, LL Name of Corporation: George Donovan Address: George Donovan Address: Directors: Address: Shareholders: Address: (Use additional in the case of a trust, list the name and address of eact trust.	Name of Corporation: Officers: Directors: Address: Shareholders: Address: sheets for more space.)

SEMINOLE COUNTY APPLICATION AND AFFIDAVIT

4.	 For partnerships, including limited partnerships, list the name and address of each principal in the partner including general or limited partners. 		the name and address of each principal in the partnership,
	Name of	f Partnership:	Name of Partnership:
			Principal:
	•		
	, (34, 555	:(Use additional	sheets for more space.)
5.	In the circumstances of a <u>contract for purchase</u> , fist the name of each contract vendee, with their names a addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract purchase shall be specified along with any contingency clause relating to the outcome of the consideration of petition.		
	Contract	t Vendee:	Contract Vendee:
			Name:
			Address:
	,	(Use additional	sheets for more space.)
	disclose	d in writing to the Planning and Development D	of ownership occurring subsequent to this application, shall be Director prior to the date of the public hearing on the application.
T.	reasona future la l am lega	ble inquiry. I understand that any failure to a and use amendment, special exception, or varia	are based upon my personal knowledge and belief after all make mandated disclosures is grounds for the subject rezone, ance involved with this Application to become void. I certify that Affidavit and to bind the Applicant to the disclosures herein. Owner, Agent, Applicant Signature
ST	ATE OF F	FLORIDA	
CC	OYTAUC	F. Seminole	
Su	iom to (or	affirmed) and subscribed before me this	day of June 2009 by
		Donopan	
7		B. Jour Linds	B. Gerie
Sic	nature of	Notary Public Print, Type or Stamp I	Name of Notary Public
	,		LINDA B. GERIC Commission DD 767933
Pe	rsonally K	knownOR Produced Identification	Expires June 21, 2012
Ty	pe of Iden	tification Produced	AMILIA. POLICIO DE LIDE LIDE SUL SUL INDIGIALE DOCUCCO-1018
		For Use by Planning	& Development Staff
		Date: Application	n Number:

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On January 12, 2010 Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

Property Owner(s): Maitland-Bear Lake Plaza Properties, LLC

George Donovan

2949 W. State Road 434, Ste 300

Longwood, FL 32799

Project Name: Bear Lake Plaza PCD

Requested Development Approval: Final Site Plan and Developer's Commitment Agreement for the Bear Lake Plaza PCD, consisting of 3 acres, located northwest of the intersection of Maitland Avenue and Bear Lake Road.

The Board of County Commissioners has determined that the Bear Lake Plaza Final Site Plan and Developers Commitment Agreement are not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Bear Lake Plaza PCD Final Site Plan" and all evidence submitted at the public hearing on January 12, 2010, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested Final Site Plan and Developers Commitment Agreement should be denied.

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:		
Bob Dallari,	Chairman	

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING SOUTH OF THE A.C.L. RAILROAD, (LESS ROAD), LYING AND BEINGIN SEMINOLE COUNTY, FLORIDA; AND ALL THAT PART OF THE SOUTHWEST ¼, SOUTH OF THE A.C.L. RAILROAD AND WEST OF BEAR LAKE ROAD IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST LYING AND BEING IN SEMIOLE COUNTY, FLORIDA.

PARCEL 2:

THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼, (LESS PART WESTOF THE A.C.L. RAILROAD) AND (LESS PART TAKEN FOR RIGHT OF WAY PER OFFICIAL RECORDS BOOK 5002, PAGE 13) AND (LESS PART LYING SOUTHEASTERLYOF MAITLAND BOULEVARD EXTENSION), OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING AND BEING IN ORANGE COUNTY, FLORIDA

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Request to Advertise an Amendment to the County Code for the Maintenance of Abandoned Foreclosing or Foreclosed Properties Ordinance and Request to Proceed with an RFP to Implement the Ordinance

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Alison Stettner **CONTACT:** Tina Williamson **EXT:** 7375

MOTION/RECOMMENDATION:

1.Authorize the Planning & Development Director to schedule and advertise a public hearing for February 9, 2010 to consider amendments to the Seminole County Code for the Maintenance of Abandoned Foreclosing (or Foreclosed) Properties Ordinance and to proceed with an RFP to implement the ordinance; or

2. Continue the item until a time and date certain.

County-wide Tina Williamson

BACKGROUND:

Within the past two years, the number of houses being foreclosed on has steadily increased. This has resulted in many foreclosed, vacant homes being cited by Code Enforcement for maintenance violations such as uncultivated vegetation and unsecured and stagnant pools. The proposed ordinance would require that foreclosing entities register properties once they initiate foreclosure proceedings and a property is vacant. It would also require that foreclosing entities maintain the properties in compliance with all applicable codes. Registration of the properties would involve identifying properties that are being foreclosed on and designating a local (within a forty mile radius of the property) property manager responsible for the upkeep of the property, along with their contact information. The purpose of the registration is to provide a mechanism for maintaining properties and reporting and rectifying problems with the properties before they become code violations.

In order to implement the ordinance, staff is also recommending proceeding with a Request for Proposals (RFP) to contract with a consultant that will provide registration and database services, consistent with the attached Scope of Services. This contract would potentially generate revenue for the County, as preliminary research into companies that offer these services indicate that, in some cases, registration fees are charged for the services and split with the municipality.

The ordinance is proposed to be adopted Countywide and the Cities would be able to opt into the ordinance.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the Planning & Development Director to schedule and advertise a public hearing for February 9, 2010 to consider amendments to the Seminole County Code for the Maintenance of Abandoned Foreclosing or Foreclosed Properties Ordinance and to proceed with an RFP to implement the ordinance.

ATTACHMENTS:

- 1. Economic Impact Statement
- 2. Request for Proposals
- 3. Ordinance

Additionally Reviewed By:

County Attorney Review (Melissa Clarke)

Seminole County ECONOMIC IMPACT STATEMENT

Date:	1/12/2010	Department//Division:	Planning and
			Development/Planning
			Division
Contact:	Tina Williamson	Phone:	407-665-7375
Action:	Ordinance amending the County Code		
Topic:	Maintenance of Abandoned Foreclosing (or Foreclosed) Properties		
	Ordinance		

Describe Project/Proposal

Within the past two years, the number of houses being foreclosed on has steadily increased. This has resulted in many foreclosed, vacant homes being cited by Code Enforcement for maintenance violations such as uncultivated vegetation and unsecured and stagnant pools. The proposed ordinance would require that foreclosing entities register properties once they initiate foreclosure proceedings and a property is vacant. It would also require that foreclosing entities maintain the properties in compliance with all applicable codes. Registration of the properties would involve identifying properties that are being foreclosed on and designating a local (within a forty mile radius of the property) property manager responsible for the upkeep of the property, along with their contact information. The purpose of the registration is to provide a mechanism for maintaining properties and reporting and rectifying problems with the properties before they become code violations.

This Ordinance will have an economic impact on individuals, businesses, or government, based on the following provisions of the proposed amendments to the County Code:

<u>Describe the Direct Economic Impact of the Project/Proposal upon the Operation of the County</u>

This ordinance may have a direct economic impact upon the operation of the County. The County may have to hire a consultant to administer the registration process and maintain the database of information. This could result in either a negative or positive fiscal impact, depending on the terms of the contract.

<u>Describe the Direct Economic Impact of the Project/Proposal upon the Property</u> Owners/Tax Payers/Citizens who are Expected to be Affected

Foreclosing entities may be directly affected by this ordinance if the consultant charges a fee for the registration process.

Identify Potential Indirect Economic Impacts, Positive or Negative, Which Might Occur as a Result of the Adoption of the Ordinance

The County Code Enforcement staff will expend fewer resources on issuing citations for unmaintained vacant houses. This may have an indirect positive economic impact on the County. Property values adjacent to the vacant houses being foreclosed on may also be positively impacted, due to the vacant properties being maintained in better condition.

Citation

Seminole County Home Rule Charter.

SUBMIT PROPOSALS TO: REQUEST FOR **PROPOSALS** Seminole County 1301 East Second Street Sanford, Florida 32771 and Proposer Acknowledgment **PURCHASING AND CONTRACTS DIVISION** Betsy J Cohen, CPPB Contact: RFP-600816-10/BJC **Purchasing Supervisor** Database of 407-665-7112 bcohen@seminolecountyfl.gov Foreclosing/Foreclosed **Properties in Seminole** County **Location of Public Opening:** . 2010 Proposal Due Date: County Services Building, Room #3208 2:00 P.M. Proposal Due Time: 1301 East Second Street, Sanford, Florida 32771 Proposer Name: Federal Employer ID Number or SS Number: If returning as a "No Submittal", state reason (if so, Mailing Address: return only this page): City, State, Zip: Type of Entity: (Circle one) Corporation Partnership Authorized Signature (Manual) Joint Venture Proprietorship Incorporated in the State of: Telephone Number: Typed Name: Toll Free Telephone Number: (800) Title: Fax Number: Date:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

SCOPE OF SERVICES

Implementation of the Maintenance of Abandoned Foreclosing (or Foreclosed) Properties Ordinance Seminole County, Florida

Background

- Within the past two years, the number of houses being foreclosed on has steadily increased.
- Many foreclosing properties are vacated prior to the conclusion of the foreclosure process.
- This has resulted in many foreclosed, vacant homes being cited by Code Enforcement for maintenance violations such as uncultivated vegetation and unsecured and stagnant pools.
- The Board of County Commissioners has determined that it is in the best interest of the County to require foreclosing entities to register their properties with Seminole County once foreclosure procedures are initiated and the property is vacant.
- This will ensure that foreclosing entities maintain the properties in compliance with all applicable County codes.
- Registration of the properties would involve identifying properties that are being foreclosed on and designating a local (within a forty mile radius of the property) property manager responsible for the upkeep of the property, along with their contact information.
- The purpose of the registration is to provide a mechanism for reporting and rectifying problems with the property before they become code violations.

Seminole County is seeking a consultant to coordinate with foreclosing entities, identify properties that are being foreclosed on, to provide a process for foreclosing entities to register properties once foreclosure proceedings have been initiated, to maintain the database of registered properties, and to make the data accessible to County employees and City employees, should they choose to opt in to the ordinance.

Introduction

This Scope of Work presents an outline for coordinating with foreclosing entities, identifying properties that are being foreclosed on, providing a process for foreclosing entities to register properties once foreclosure proceedings have been initiated and the property is vacant, maintaining the database of registered properties and making the data accessible to County employees. The Maintenance of Abandoned Foreclosing (or Foreclosed) Properties Ordinance will be adopted into the Seminole County Code prior to March 1, 2010. The Consultant selected for this work will: coordinate with foreclosing entities, implement a registration process, maintain the registration database, coordinate with the cities within Seminole County; consult frequently with County staff; attend public workshops and hearings and meetings with staff as needed; and will develop a schedule to ensure timely completion of deliverables.

Task 1.0: Develop a Procedure for Registering Properties and a Web-based Database to

House the Information that is GIS compatible

The components of this task are as follows:

Subtask 1.1: Develop a Registration Procedure

The Consultant will meet with County staff to develop a registration procedure that foreclosing entities can utilize to register, at a minimum, the following information for each property, once the foreclosure process has been initiated:

- Seminole County Property Appraiser Parcel Identification Number
- Property address (Validated)
- Name of foreclosing entity
- Name of Property Manager associated with the foreclosing entity responsible for maintaining property
- Property Manager mailing address
- Property Manager phone number
- Property Manager email address
- XY or Longitude & Latitude of Property (any location on the parcel will satisfy needs)

As part of this subtask, the Consultant will work with County staff to set a fee schedule for the registration process. The County is requesting that all potential Consultants provide a list of proposed fees as part of their response to this RFP and also detail what percentage of the fee, if any, would be split with the County and/or Cities.

DELIVERABLES:

- 1. Written procedures for how the registration process will function.
- 2. Fee Schedule.

Subtask 1.2: Develop a web-based database that is compatible with ESRI's ArcSDE and ArcGIS Desktop software

In this subtask the Consultant will meet with GIS Staff to ensure the database schema will integrate seamlessly with the County's GIS system.

If the consultant's contract allows the County to retain ownership of the data and database, this must be identified in the response, and the following standards must be adhered to and the identified information must be provided:

- 1. Maintain the data in a SQL Database (we currently use 2005);
- 2. Provides a data dictionary of the database schema;
- 3. Provide all programming documentation for the application:

- 4. Identify what programming language the application will use (ITS currently uses .Net C#);
- 5. All programming code for any custom applications;
- 6. All 3rd party software and controls the County would need to purchase to run and maintain the site;
- 7. All CMS and CRM data;
- 8. All SQL Programming including stored procedures, stored functions, and database triggers;
- 9. Encryption and Decryption algorithms used for data and/or code segments;
- 10. Style sheets:
- 11. Templates and/or Master Pages; and
- 12. All images including original images in their layered format.

DELIVERABLES:

- 1. Web-based database for housing and accessing the registration information.
 - a. The database schema will contain an Address field that is a concatenation of the following fields:
 - i. Address Street Direction (i.e. S)
 - ii. Address Street Number (i.e. 1232)
 - iii. Address Street Name (i.e. 1st)
 - iv. Address Street Type (i.e. St)
 - v. Address Unit (APT A)
- 2. Written procedures for staff to access the information.
- 3. Upon request, the database can be exported to an acceptable GIS format (dbase, Microsoft Access, SQL)

Subtask 1.3: Train staff in the registration, data access and GIS procedures.

DELIVERABLE:

1. User manuals for the registration process and database, including how to generate reports with GIS maps.

Task 2.0 Identify Foreclosing Entities in Seminole County and Notify Them of Ordinance Requirements

- Subtask 2.1: Identify foreclosing entities in Seminole County.
- Subtask 2.2: Notify foreclosing entities of the requirements of the Maintenance of Abandoned Foreclosing (or Foreclosed) Properties Ordinance and inform them of the registration process via a letter.

- Subtask 2.3: Search public records a minimum of once a month to ensure that all foreclosing entities have registered. If a foreclosing entity has not registered, notify them of the requirements of the Maintenance of Abandoned Foreclosing (or Foreclosed) Properties Ordinance and inform them of the registration process via a letter.
- Subtask 2.4: If a search of the public records indicates that a foreclosing entity is not complying with the requirements of the Maintenance of Abandoned Foreclosing (or Foreclosed) Properties Ordinance once they have been notified via letter once, the Consultant will alert either County or City staff as applicable and provide any known information on the entity.

DELIVERABLE:

- 1. List of foreclosing entities notified and a copy of the letter being sent to them. This list will be continually updated as required by Subtask 2.3.
- Task 3.0 Update and Maintain Database as Necessary and Provide Registration Information to County Employees On An As-Needed Basis and Provide Monthly Reports
- Subtask 3.1 Search public records and update database monthly. This will also include removing properties from the database once a foreclosing entity provides proof of occupancy. Prepare and send staff a report following the update every month.

DELIVERABLE:

- 1. Monthly report to staff.
- Subtask 3.2 Provide information as needed to staff up to six (6) additional times per year (not including monthly updates).

DELIVERABLE:

1. Additional information as-needed.

Section 2 General Conditions, Instructions and Information for Proposers

<u>CONTACT:</u> All prospective Proposers or advocates on behalf of proposers are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, Seminole County Staff members, other than the noted contact person regarding this RFP or their proposal at any time prior to the posting on the Web Site of the final evaluation and recommendation by the Evaluation Committee for this project. Any such contact shall be cause for rejection of your proposal. Interpretation of this clause will be solely at the discretion of the County.

<u>PUBLIC OPENING:</u> Proposals shall be received at the Purchasing Division at the above referenced address by the specified time and date. As soon as possible thereafter the names of the Proposers shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the contact person at least 48 hours in advance of the Public Opening at 665-7112.

<u>DELAYS</u>: The COUNTY, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the COUNTY to do so. The COUNTY will notify Proposers of all changes in scheduled due dates by posting the notification in the Purchasing and Contracts Web Site.

PROPOSAL SUBMISSION AND WITHDRAWAL: The COUNTY will receive proposals at the above address. The outside of the envelope/container must be identified with the RFP Number and title as stated above. The envelope/container must also include the Proposer's name and return address. Receipt of the proposal in the Purchasing Division after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope/container shall result in the rejection of the proposal. Proposals received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. The COUNTY cautions Proposers to assure actual delivery of mailed or hand-delivered proposals prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (407) 665-7112, before the 2:00 deadline.

Proposers shall submit <u>SEVEN (7) COMPLETE SETS</u> (one (1) original and six (6) copies) of the complete proposal with all supporting documentation in a sealed envelope/container marked as noted above. The Proposer may submit the proposal in person or by mail. Proposers may withdraw their proposals by notifying the COUNTY in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the COUNTY and will not be returned to the Proposers. No additional information may be submitted, or follow-up performed by any Proposer after the stated due date outside of a formal presentation to the Evaluation Committee.

INQUIRIES/INTERPRETATIONS: All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the County Purchasing and Contracts Division in writing prior to the due date; failure to do so, on the part of the Proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any

questions concerning the intent, meaning and interpretations of the RFP documents including the attached draft agreement, shall be requested in writing, and <u>received</u> by the County Purchasing and Contracts Division no later than ten (1) days prior to the due date. The County will not be responsible for any oral instructions made by any employee(s) of the COUNTY in regard to this RFP. Telephone No. 407-665-7112, Fax No. 407-665-7956. Oral statements given before the Proposal Due Date will not be binding.

ADDENDUM: Should revisions to the RFP documents become necessary; the COUNTY will post addenda information on the COUNTY's Web Site. All Proposers should check the COUNTY's Web Site or contact the COUNTY's Purchasing and Contracts Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the proposal as unresponsive. Proposer shall sign, date, and return the latest addendum with their Proposal. Previous addenda will be deemed received. Addenda information will be posted on the COUNTY's Web Site at www.seminolecountyfl.gov – County Manager – Purchasing and Contracts Division. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

<u>SELECTION PROCESS AND AWARD</u>: All proposals will be evaluated by County staff in accordance with the criteria set forth in the RFP documents. The County may conduct interviews/presentations as part of the evaluation process. The County will not be liable for any costs incurred by the Proposer in connection with such presentations. The COUNTY anticipates award to the Proposer who submits the proposal judged by the COUNTY to be the most advantageous and offers the best value to the County. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The COUNTY reserves the right to reject all proposals, to waive any formalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety.

PROPOSAL PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

ACCURACY OF PROPOSAL INFORMATION: Any Proposer which submits in its proposal to the COUNTY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

<u>INSURANCE</u>: Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract. <u>Copy of the insurance certificate shall be furnished to the County prior to final execution of the Contract.</u>

<u>LICENSES</u>: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of RFP. Should the Proposer not be fully licensed and certified, its proposal shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer. Other licenses and certifications requirements related to the profession are detailed in the RFP documents.

<u>POSTING OF PROPOSAL AWARD</u>: Recommendation for award will be posted for review by interested parties at the Purchasing Division bulletin board and the County's Web Page

(www.seminolecountyfl.gov) prior to submission through the appropriate approval process. Failure to file protest to the Purchasing Manager within the time prescribed in the COUNTY's Purchasing Code and Procedures shall constitute a waiver of proceedings.

PATENTS AND COPYRIGHTS: The Proposer, without exemption, shall indemnify and save harmless, the County, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the County the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

<u>PUBLIC RECORDS</u>: Upon award recommendation or ten (10) days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

PROHIBITION AGAINST CONTINGENT FEES: It shall be prohibited for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall terminate the Agreement at its sole discretion.

ACCEPTANCE / REJECTION: Seminole County reserves the right to accept or reject any or all proposals and to make the award to those Proposers, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Seminole County reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the proposal response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

PURCHASING CODE: The Purchasing Code and Procedures apply in its entirety with respect to this RFP.

<u>AFFIRMATION:</u> By submission of a proposal, Proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this Request for Proposal and the resulting contract.

MISTAKES IN PROPOSAL: Proposers are expected to examine the terms and conditions, specifications, proposal prices and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

<u>DISQUALIFICATION OF PROPOSER:</u> More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

ECONOMIC PRICE ADJUSTMENTS: Written request for price adjustments may be made every twelve (12) months. This request shall be made within thirty (30) days after each allowable renewal period. All price adjustment must be evaluated and accepted by the Purchasing and Contracts Manager, or designee, and shall be effective upon issuance of a written contract amendment. Any increased price adjustment(s) must be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase.

<u>ADVERTISING:</u> In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the County.

Section 3 – Instructions for the preparation of Proposals

The Proposer warrants its response to this Request for Proposals to be fully disclosed and correct. The firm must submit a proposal complying with this request for proposals, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below. Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The proposal must be divided into the following sections:

1. REQUIRED SUBMITTALS:

Executive Summary

Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past five (5) years which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: Regulatory or license agency sanctions within the past 5 years.

Proposer's Certification: See form included in this package.

Conflict of Interest Statement: See form included in this package.

Compliance with the Public Records Law: See form included in this package.

Taxpayer Identification Number (W-9 Form): See form included in this package.

2. **EXECUTIVE SUMMARY**

This part of the response to the RFP must be limited to a brief narrative describing the proposed redesign and content management system. The summary must contain as little technical language as possible and must be oriented toward non-technical personnel. The Executive Summary must not include cost quotations.

3. COMPANY BACKGROUND

Applicants must provide the following information about their company so that Seminole County can evaluate the Applicants' stability and ability to support commitments set forth in the response to the RFP. Seminole County, at its option, may require an Applicant to provide additional documentation to support and/or clarify requested information.

Applicants must describe the company's background including but not limited to:

- How long the company has been in business.
- Brief description of the company, including past history, present status, future plans, etc.
- Include experience in providing services requested in the RFP.

- State why the respondent is best qualified to meet the needs of Seminole County.
- Note any parent/subsidiary relationships.
- Note any name changes/acquisitions.
- Company size and organization.
- Total number of employees, full-time and part-time employees; number of technical staff and certifications.
- Name and telephone number of person(s) to be contacted for further information or clarification on the proposal.
- Resumé and contact information for the Project Manager and any other employees who will be directly involved in the project.

Proposal shall be all encompassing, with a single Applicant identified as the "responsible lead Applicant." Applicant must indicate any needed subcontracted services required to meet the needs of the proposal or clearly indicate what portion of the services are not included as part of your proposal.

4. PROPOSAL DETAILS & IMPLEMENTATION PLAN

Applicants must state how they intend to gather all the required information.

The proposal shall include all pertinent requirements, integration needs and potential costs necessary for Seminole County to have access to the information.

5. CLIENT REFERENCES

Applicants must provide a listing of at least three (3) government client references with a scope similar to Seminole County's. Only provide clients that are currently using the service the company provided. Information must include the following information:

- Name of client.
- Description and date of service that Applicant provided.
- Internet link address to service provided by the Applicant.
- Current client contact name and telephone number.

Seminole County reserves the right to contact these organizations regarding the services performed by the firm.

6. FEE STRUCTURE

Each submittal shall include a fee structure and proposal. The proposal shall contain the total project cost, as well as detailed "line item" costs for any components/phases of the project. All rates and fees, charges, costs, travel and anticipated reimbursable costs must be clearly stated. Travel expenses must be included, but they must be considered carefully. Applicants must include one line item for all anticipated reimbursable expenses.

Section 4 – Evaluation of Proposals

EVALUATION METHOD

The COUNTY will appoint a committee consisting of members of its staff to evaluate proposals and to recommend, to the proper level of authority, the Proposer which meets the best interests of the COUNTY. The COUNTY shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The COUNTY's decisions will be final. Award will be made to the proposal which presents the best value to the COUNTY based on the entire evaluation process and all the information gathered.

EVALUATION CRITERIA. The following criteria will be used in the evaluation of the proposals:

- Qualifications and delineated experience
- Development plan and how it meets high priority goals
- Implementation plan and overall management and knowledge transfer including training, maintenance and support
- Fee proposal
- List of sites the proposer has successfully implemented

The County reserves the right to evaluate, prior to making an award, current financial statements and data from the Proposers, the ability to comply with required schedule, past record of integrity and past record of performance.

ASSESSMENT:

The team will evaluate each proposal against the requirements of the solicitation. Results of the assessment will be portrayed as follows:

Highly Acceptable: Proposal exceeds the requirements in a way that benefits the County or

meets the requirements and has enhancing features benefit the County.

Acceptable: Proposal meets the County requirements. Any weakness is minor.

Marginal: Proposal contains weaknesses or minor deficiencies which could have an

impact, if accepted.

Unsatisfactory: Proposal does not comply substantially with the requirements.

The submittals will be evaluated on:

Strengths: Those areas in which the proposal exceeds the County's requirements.

Weaknesses: Those areas where the proposal lack soundness or effectiveness which

could prevent fully successful performance of the contract.

Deficiencies: Those areas where the proposal fails to meet the County's requirements.

Attachment A PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to <u>one hundred twenty (120)</u> days in order to allow the County adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/Proposer as its act and deed and that the vendor/Proposer is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business Sworn to and subscribed before me By:	This day of, 20
Signature	,
Name & Title, Typed or Printed	Signature of Notary
Mailing Address Personally Known	Notary Public, State of
City, State, Zip Code	-OR- Produced Identification
(<u>)</u> Telephone Number	Type:

Attachment B Conflict of Interest Statement

Before me, the undersigned authority, personally appeared with a local office in and principal office in 1. I am the of with a local office in 2. The above named entity is submitting an Expression of Interest for the Seminole County project described as RFP-600816-10/BJC – Database of Foreclosing/Foreclosed Properties in Seminole County 3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge. 4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project. 5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project. 6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency. 7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project. 8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County. 9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County. 10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.
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Typed Name of Affiant
Title
Sworn to and subscribed before me this day of, 20
OR Produced identification Notary Public - State of
(Type of identification) My commission expires
(Printed typed or stamped commissioned name of notary public)

Attachment C Compliance with the Public Records Law

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name:	
Authorized representative (printed):	
Authorized representative (signature):	
Date:	
Decire at News Law DED 000040 40/D IO	
Project Number: RFP-600816-10/BJC	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment D Request for Taxpayer Identification Number and Certification (W-9 Form)

Attachment F Draft Agreement

Exhibit "A" Scope of Services

(To be incorporated at a later date based on accepted proposal)

AN ORDINANCE CREATING ARTICLE III, CHAPTER 95, SECTIONS 95.21, 95.22, 95.23, 95.24 AND 95.25 OF THE SEMINOLE COUNTY CODE; REGULATING THE MAINTENANCE OF ABANDONED FORECLOSING PROPERTIES; PROVIDING A TITLE; PROVIDING DEFINITIONS; PROVIDING FOR INSPECTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seminole County Board of County Commissioners ("BOARD"), seeks to protect neighborhoods from becoming blighted due to the increased number of abandoned foreclosing properties; and

WHEREAS, many foreclosing properties are vacated prior to the conclusion of the foreclosure process, and the lack of adequate maintenance causes the properties to be in violation of County code requirements; and

WHEREAS, these code violations, which include open structures, overgrown grass and unsecured swimming pools pose a threat to children, make the property more susceptible to vandalism, causes the property to become a breeding ground for insects such as mosquitoes and affects neighborhood property values; and

WHEREAS, many abandoned properties are under the control or temporary ownership of out of area lenders who fail to adequately maintain and secure these abandoned properties; and

WHEREAS, Federal laws give certain protections to bona fide tenants; and

whereas, increasing the accountability of mortgage lenders and buyers at foreclosure by requiring the registration of abandoned properties facilitates adherence to the County Codes and obtaining compliance to remove unsightly violations, attractive nuisances, and redress public safety concerns; and

WHEREAS, the Seminole County Home Rule Charter requires that an Economic Impact Statement be prepared to address the potential fiscal impacts and economic costs of this Ordinance upon the public and taxpayers of Seminole County and such Economic Impact Statement has been prepared and has been made available for public review and copying prior to the enactment of this Ordinance;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Short Title. This Ordinance shall be known and referred to as the "Maintenance of Abandoned Foreclosing (or Foreclosed) Properties."

Section 2. Authority. This Ordinance is enacted under the authority of Section 1(g), Article VIII of the Constitution of the State of Florida, Chapter 125, Florida Statutes, and under

the authority of the general Home Rule Power of the County of Seminole.

Section 3. Incorporation of Recitals. The foregoing recitals are deemed to be an integral part of this Article and constitute additional findings of the Board of County Commissioners.

Section 4. Intent. It is the intent of the Board to protect the public safety, health and welfare by requiring all property owners including, but not limited to, lenders, trustees, and service companies, to properly maintain abandoned properties to prevent blighted and unsecured residences.

Section 5. Creation of Article III, Chapter 95, Seminole County Code. There is hereby created Article III, within Chapter 95 of the Seminole County Code which shall read as follows:

Section 95.21. DEFINITIONS.

Definitions. As used in this Chapter and unless the context requires otherwise, the following terms shall mean as follows:

Vacant/Abandoned real property. A property is vacant/abandoned when one of the following two situations exist:

(i) mortgage foreclosure proceedings have been initiated for that property, and the property has been unoccupied by the

mortgagee, the parent, child, or spouse of the mortgagee or a bona fide tenant for at least the past thirty (30) days and no mortgage payments have been made by the property owner for at least the past ninety (90) days, or (ii) the property was sold at foreclosure sale and remains unoccupied for seven (7) days or more.

Days. Consecutive calendar days.

Foreclosing, Foreclosure Proceedings or Foreclosure process. The process by which a property, placed as security for a real estate loan, mortgage, note, or equity loan is prepared for sale to satisfy the debt if the borrower defaults.

Initiation of the foreclosure process. Taking any of the following action: (i) taking possession of a property; (ii) delivering the Mortgagee's notice of intention to foreclose to the borrower; (iii) commencing a foreclosure action on a property in a Seminole County Court of Law; or (iv) surrender and vacation of the property by the mortgagor.

Local. Within forty (40) miles radius of the abandoned property.

Mortgagee. The Creditor, including but not limited to, service companies, lenders in a mortgage agreement and any agent, servant, or employee of the creditor, service company, or lender, or any successor in interest and/or assignee of the

mortgagee's rights, interests or obligations (under the mortgage agreement).

Owner. Owner means every person, entity, service company, property manager who alone or severally with others:

- (1) has legal or equitable title to any such property; or
- (2) has care, charge or control of any such property, in any capacity including but not limited to agent, personal representative, administrator, trustee or guardian of the estate of the holder of legal title; or
- (3) has authority to mitigate damage to the property to prevent waste of assets by contract; or
- (4) is a mortgagee in possession of any such property; or
- (5) is an agent, trustee or other person appointed by the courts and vested with possession or control of any such property; or
- 10ans for mortgage backed securities transactions and has initiated the foreclosure process.

Property. Any real property, or portion thereof located in Seminole County, including, but not limited to, building or structures situated on the property, whether commercial or

residential. Property bearing a homestead exemption shall not be exempt from this Ordinance.

Secure. Measures that assist in making the property inaccessible to unauthorized persons, such as the closure and locking of windows, doors, gates, and other openings of such size that may allow a child or adult to access the interior of the property and/or structure.

Section 95.22. Registration of Abandoned Foreclosing Properties.

(a) All owners must register abandoned foreclosing properties with Seminole County ("the County"), on forms provided by the County Manager or designee or electronically via the internet on the County website. All registrations must state the individual owner's or agent's phone number, email, and mailing address located within the State. The mailing address shall not be a post office box. The registration must also certify that the property was inspected. The owner and/or registrant must designate and retain a local individual or local property management company responsible for the security and maintenance of the property. This designation must state the individual or company's name, phone number, local mailing address, and email. The mailing address shall not be a post office box. If the property is in the process of foreclosure,

then the registration must be received within seven (7) days of the initiation of the foreclosure process. Failure to register within the seven (7) day period does not relieve the duty to register.

- (b) The Board of County Commissioners may establish a fee by resolution for registration or modification of registration from time to time as the Board deems appropriate.
- (c) Once the property is sold, the registered owner must provide proof of sale or sworn written proof of occupancy to the County. If the registered owner is the purchaser at foreclosure, the duty to maintain and secure the property continues until the property is occupied and proof is provided to the County.
- (d) By registering, the owner hereby grants permission to the Code Enforcement Division or other County Enforcement Officers to enter the property for reasonable inspection for compliance with the provisions herein.
- (e) Any person or other legal entity that has registered a property under this Ordinance must report any change of information contained in the registration within ten (10) days of the change.

Section 95.23. Maintenance Requirements.

- (a) Properties subject to the provisions of this Ordinance shall be secured and maintained in accordance with the relevant nuisance, maintenance, sanitary and building codes concerning external and/or visible maintenance. The owner, local individual or local property management company must ensure that the property is secured, and must inspect and maintain the property on a monthly basis for the duration of the abandonment.
- (b) Pools and spas shall be kept in working order so that pool and spa water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements of the County's code and the Florida Building Code.

 Broken windows shall be secured by reglazing or boarding.
- (c) Adherence to this Ordinance does not relieve the owner of any applicable obligations set forth elsewhere in the Code of Ordinances or within any covenant conditions and restrictions and/or homeowner's association rules and regulations, if any.

 Nothing contained under this Chapter shall prohibit the Board of County Commissioners from enforcing its codes and ordinances through any available civil or criminal proceedings.

Section 95.24. Inspections. The County and County Enforcement Officers shall have the authority and discretion to

inspect properties subject to this Ordinance for compliance and to issue citations for any violations.

Section 95.25. Enforcement. Violations of this Ordinance may be cited, reported and considered by the Code Enforcement Board pursuant to the provisions of Chapter 53 and Chapter 95 of the Seminole County Code. Violations of this Ordinance shall be classified as a Class II violation with a civil penalty of \$100.00 per violation, pursuant to Seminole County Code Section 53.31, or as amended. Prior to initiating enforcement procedures the County shall serve a notice demanding registration within seven (7) days of receipt of the notice.

Section 6. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Seminole County Code and the word "ordinance" may be changed to "section," "article," or other appropriate word or phrase and the sections of this Ordinance may be renumbered or relettered to accomplish such intention; providing, however, that Sections 7, 8 and 9 shall not be codified.

Section 7. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions 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 8. Effective Date. This Ordinance shall take effect on _______, 2010, or upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners, whichever is later.

ENACTED this _____ day of _____, 2010.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida BOB DALLARI, Chairman

MCC/sjs/KFT/sjs 5/7/09, 10/6/09, 11/9/09, 11/10/09, 11/17/09, 12/15/09, 12/16/09, 12/21/09 P:\Users\ssharrer\ORD\2009\Foreclosure Ordinance with changes kft&mcc (121509).docx

CANDON NOOR

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Interlocal Agreement Between The Orlando-Orange County Expressway Authority and Seminole County Regarding the Wekiva Parkway

DEPARTMENT: Public Works **DIVISION:** Administration - Public Works

AUTHORIZED BY: Gary Johnson CONTACT: Gary Johnson EXT: 5601

MOTION/RECOMMENDATION:

Brief the Board of County Commissioners (BCC) on the Interlocal Agreement Between the Orlando-Orange County Expressway Authority and Seminole County/Seminole County Expressway Authority. Staff is seeking direction from the Board.

County-wide Gary Johnson

BACKGROUND:

At the November 10, 2009, meeting of the Seminole County Expressway Authority (SCEA), a draft Interlocal Agreement submitted by the Orlando-Orange County Expressway Authority (OOCEA) for the Wekiva Parkway in Seminole County was discussed. As a result of that discussion, SCEA Chairman Gary Brender presented a letter to both OOCEA and the Legislative Delegation describing Seminole County's interest in pursuing voting membership at either OOCEA or a Regional Expressway Authority in conjunction with the proposed Interlocal Agreement. To date, no written response to this correspondence has been received. A special meeting of the SCEA is scheduled for January 12 for their further discussion of this item.

STAFF RECOMMENDATION:

Staff is seeking Board direction.

ATTACHMENTS:

- 1. SCEA Letter to OOCEA Re Wekiva Parkway Interlocal Dated 11-12-09
- 2. OOCEA Seminole County Draft Interlocal Re Wekiva Parkway

Additionally Reviewed By:

County Attorney Review (Matthew Minter)

SCEA

SEMINOLE COUNTY EXPRESSWAY AUTHORITY

520 W. Lake Mary Boulevard, Suite 200 Sanford, Florida 32773 (407) 665-5601

November 12, 2009

Mr. Michael Snyder, P.E., Executive Director Orlando-Orange County Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Subject: Interlocal Agreement between The Orlando-Orange County

Expressway Authority and Seminole County - Wekiva Parkway

Dear Mr. Snyder:

As discussed at our Seminole County Expressway Authority meeting on November 10, 2009, staff has reviewed the proposed draft Interlocal Agreement between The Orlando-Orange County Expressway Authority (OOCEA) and Seminole County to enable development and construction of the Wekiva Parkway by OOCEA in Seminole County. Based on that discussion, please accept this correspondence as our response to the draft.

Earlier this year, Seminole County, through its Expressway Authority, expressed its support of a Regional Expressway Authority for Central Florida. In informal briefings regarding implementation of the Wekiva Parkway in Seminole County, you were advised of this interest and also of the Board of County Commissioners' desire to have an elected official from Seminole County as a voting member of OOCEA.

The draft Interlocal Agreement does not address the membership issue or a Regional Expressway Authority for Central Florida. As a condition of considering this agreement and authorizing OOCEA to develop and construct the Wekiva Parkway in Seminole County, the SCEA respectfully requests the agreement be amended to include language regarding these items. Recognizing legislative action will be required to implement either concept, a commitment of intent by the parties and acknowledgement of the process in the agreement would be a constructive starting point.

If you have any questions or require additional information, please contact Gary Johnson, Executive Director of the Seminole County Expressway Authority, at 407-665-5601.

Sincerely

Gary L. Brender

Chairman

GLB:GJ:sb

Distribution List Attached

AUTHORITY MEMBERS

Gary L. Brender, Chairman

Dick Van Der Weide

Art Woodruff

Michael J. McLean, Vice Chairman

Brenda Carey Bob Dallari

Carlton D. Henley

November 12, 2009 Letter to Mr. Michael Snyder, P.E., Executive Director Subject: Interlocal Agreement Between The Orlando-Orange County Expressway Authority and Seminole County – Wekiva Parkway Distribution List

Original To:

Mr. Michael Snyder, P.E., Executive Director Orlando-Orange County Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Copy To:

OOCEA Board Members

Orange County Mayor Richard Crotty, Chairman,

Ms. Tanya T. Juarez, Vice Chairman

Mr. Mark Filburn, Secretary/Treasurer

Ms. Noranne B. Downs, P.E.

Mr. Walter A. Ketcham, Jr.

METROPLAN ORLANDO

Mr. Harold W. Barley, Executive Director

Seminole County Board of County Commissioners

Commissioner Bob Dallari, Chairman

Commissioner Brenda Carey

Commissioner Carlton Henley

Commissioner Michael J. McLean

Commissioner Dick Van Der Weide

Seminole County Expressway Authority Members

Lake Mary City Commissioner Gary L. Brender, Chairman

Seminole County Commissioner Michael J. McLean, Vice Chairman

Seminole County Commissioner Bob Dallari

Seminole County Commissioner Brenda Carey

Seminole County Commissioner Carlton Henley

Seminole County Commissioner Dick Van Der Weide

Sanford City Commissioner Art Woodruff

Florida Department of Transportation

Ms. Noranne B. Downs, P.E., District V Secretary

Florida Turnpike Enterprise

Mr. James L. Ely, Executive Director

Lake County Board of County Commissioners

Commissioner Welton G. Cadwell, Chairman

Osceola County Board of County Commissioners

Commissioner John "Q" Quinones, Chairman

City of Orlando, Florida

Mayor Buddy Dyer

Mr. Joseph Forte, Acting County Manager, Seminole County

Ms. Sabrina O'Bryan, Assistant County Manager, Seminole County

Mr. W. Gary Johnson, P.E., Executive Director, Seminole County Expressway Authority

Mr. Jerry McCollum, P.E., County Engineer, Seminole County

Matthew Minter, Esq., Deputy County Attorney, Seminole County

INTERLOCAL AGREEMENT BETWEEN THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY AND SEMINOLE COUNTY, FLORIDA

This Interlocal Agreement (the "Agreement") made and executed as of _______, by and between the Orlando-Orange County Expressway Authority, a body, politic and corporate, an agency of the State created pursuant to Part V, Chapter 348, *Florida Statutes*, having an address at 4974 ORL Tower Road, Orlando, Florida 32807 (the "Authority"), and Seminole County, a political subdivision of the State of Florida, having an address at 1101 East First Street, Sanford, Florida 32771.

WITNESSETH

WHEREAS, this Agreement is entered into pursuant §163.01, *Florida Statutes*, also known as the "Florida Interlocal Cooperation Act of 1969;" and

WHEREAS, the Wekiva Parkway is being designed as a limited access toll road beginning at the planned S.R. 429 interchange at U.S. 441 in Apopka, continuing North and then East along the current S.R. 46 alignment and connecting to Interstate 4 at the S.R. 417 interchange in Sanford, Florida, including a proposed S.R. 46 Bypass beginning at U.S. 441 and S.R. 46 near Mount Dora, Florida, and connecting to the Wekiva Parkway at a systems interchange together with all necessary approaches, roads, bridges and avenues of access that constitute a part of such project, the "Wekiva Parkway;" and

WHEREAS, the Authority, with the assistance of the Florida Department of Transportation ("FDOT"), through the Wekiva Parkway S.R. 429/S.R. 46 Realignment Project Development and Environment Study (Wekiva PD&E Study), has found a balance between the interest of the public, the environment and engineering, minimizing impacts to homes, businesses and the environment while developing the Wekiva Parkway as a transportation facility that meets the region's growing transportation needs; and

WHEREAS, the Wekiva Parkway preferred alignment has been approved by the Authority, FDOT, Orange County, Lake County, Seminole County, the Cities of Mount Dora and Apopka, the Seminole County Expressway Authority and other local, state and federal entities; and

WHEREAS, the Wekiva Parkway is critical to accommodate intensifying growth in intercounty travel between Seminole, Lake and Orange Counties and will relieve congestion on Interstate 4 through Seminole and Orange Counties and on U.S. Highway 441, S.R. 46 and local roads, and complete the beltway on the West side of Metropolitan Orlando; and

WHEREAS, the construction of the Wekiva Parkway will ease the flow of vehicular traffic within Seminole County and Lake County and provide more convenient and direct access to

Interstate 4 and the Western Beltway, thereby providing the citizens of Seminole County and Lake County, tourists and other visitors to Seminole County and Lake County a direct connection to the Central Florida area beltway; and

WHEREAS, the Wekiva Parkway has been studied and included as part of the Seminole County Comprehensive Plan, the Lake County Comprehensive Plan, the Orange County Comprehensive Plan, the Lake-Sumter MPO 2025 Long Range Transportation Plan, Metroplan Orlando's 2030 Long Range Transportation Plan, East Central Florida Regional Planning Council's Strategic Regional Policy Plan, and FDOT's Adopted Work Program; and

WHEREAS, Seminole County has determined that the construction of the Wekiva Parkway is in the best interest of the citizens of Seminole County; and

WHEREAS, the Authority is currently only responsible for the development, design, financing, right-of way acquisition, permitting, construction, operation and maintenance of the limited access portion of the Wekiva Parkway in Orange County; and

WHEREAS, to insure the development of the entire Wekiva Parkway, Seminole County desires that the Authority also undertake the development, design, financing, right-of-way acquisition, permitting, construction, operation and maintenance of the limited access portion of the Wekiva Parkway located in Seminole County; and

WHEREAS, the Authority is willing to develop, design, finance, acquire right-of-way, permit, construct, operate and maintain the limited access portion of the Wekiva Parkway in Seminole County and to develop funding for the costs associated with the entire Wekiva Parkway as a limited access toll road; and

WHEREAS, Seminole County acknowledges that the exercise of eminent domain power by the Authority is necessary in the event that certain parcels can not be obtained through negotiations between the property owners and the Authority and has agreed and consented to the Authority exercising its power of eminent domain within the jurisdiction of Seminole County; and

WHEREAS, the Authority and Seminole County desire to enter into this Agreement to memorialize the understanding of the parties to this Agreement regarding the development of the Wekiva Parkway in Seminole County.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I INCORPORATION OF RECITALS AND INTERPRETATIONS

Section 1.01. <u>Incorporation of Recitals</u>. The above recitals are true and correct and are incorporated into and made a part hereof.

Section 1.02. <u>Interpretations</u>. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any other similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the execution of this Agreement; and the term "hereafter" shall mean after execution of this Agreement. This Agreement shall not be construed more strongly against any party regardless that such party, or its counsel, drafted this Agreement.

Section 1.03. <u>Section Headings</u>. Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

ARTICLE II REPRESENTATIONS

- **Section 2.01.** Representations of the Authority. The Authority makes the following representations as the basis for its undertakings contained herein:
- A. The Authority is duly organized and validly existing as a body politic and corporate and an agency of the State of Florida.
- B. The Authority has full power and authority to enter into this Agreement and to carry out its obligations hereunder.
- C. The Authority is authorized by §348.7543 and §348.7546, *Florida Statutes*, to finance the Wekiva Parkway with any funds available to the Authority for such purpose including revenue bonds issued by the Authority under §11, Art. VII of the State Constitution and §348.755(1)(b), *Florida Statutes*.
- D. The Authority is not in default under any provisions of the laws of the State material to the performance of its obligations under this Agreement.
 - E. The Authority has duly authorized the execution and delivery of this Agreement.

- F. To the Authority's knowledge, the authorization, execution and delivery of this Agreement and the compliance by the Authority with the provisions herein will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to the Authority or its affairs, or any ordinance, resolution, agreement, or other instrument to which the Authority is subject or by which it is bound.
- G. To the Authority's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the Authority, threatened against or affecting the Authority, where an unfavorable decision, ruling or finding would materially adversely affect the validity of this Agreement.
- **Section 2.02.** <u>Representations of Seminole County.</u> Seminole County makes the following representations as the basis for its undertakings contained herein:
- A. Seminole County is duly organized and validly existing as political subdivision and charter county of the State of Florida.
- B. Seminole County has full power and authority to enter into this Agreement and to carry out its obligations hereunder.
- C. Seminole County is not in default under any provisions of the laws of the State material to the performance of its obligations under this Agreement.
 - D. Seminole County has duly authorized the execution and delivery of this Agreement.
- E. To Seminole County's knowledge, the authorization, execution and delivery of this Agreement and the compliance by Seminole County with the provisions herein will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to Seminole County or its affairs, or any ordinance, resolution, agreement, or other instrument to which Seminole County is subject or by which it is bound.
- F. To Seminole County's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Seminole County, threatened against or affecting Seminole County, where an unfavorable decision, ruling or finding would materially adversely affect the validity of this Agreement.

ARTICLE III WEKIVA PARKWAY

Section 3.01. General.

- A. The Wekiva Parkway is being designed as a limited access toll road beginning at the planned S.R. 429 interchange at U.S. 441 in Apopka, Florida, continuing North and then East along the current S.R. 46 alignment and connecting to Interstate 4 at the S.R. 417 interchange in Sanford, Florida, including a proposed S.R. 46 Bypass beginning at U.S. 441 and S.R. 46 near Mount Dora, Florida, and connecting to the Wekiva Parkway at a systems interchange.
- B. In accordance with §348.7546, *Florida Statutes*, the Authority is authorized to exercise its condemnation powers, construct, finance, operate, own and maintain the Wekiva Parkway as part of the Authority's long range capital improvement plan. The project may be financed with any funds available to the Authority for such purpose, or revenue bonds issued by the Authority under §11, Article VII of the State Constitution and §348.755(1)(b), *Florida Statutes*.
- C. Seminole County covenants and agrees to permit the Authority to peacefully and quietly hold, enjoy and operate the Wekiva Parkway as a limited access toll road, without hindrance from Seminole County, or any party claiming by, through or under Seminole County, but not otherwise, subject to the terms and conditions of this Agreement.
- D. Pursuant to the requirements of §348.754(2)(n), *Florida Statues*, Seminole County consents to the Authority developing, constructing, operating and maintaining the Wekiva Parkway within the jurisdiction of Seminole County, together with the right to construct, repair, replace, operate, install and maintain electronic toll payment systems thereon, with all necessary and incidental powers to accomplish the foregoing, and to do all acts and things necessary or convenient for the conduct of the Authority's business and the general welfare of the Authority, and in order to carry out the powers granted to the Authority in Part V, Chapter 348, *Florida Statutes*, or any other law.
- **Section 3.02.** Ownership. The limited access portions of the Wekiva Parkway shall be owned and operated by the Authority as a limited access toll road in the manner that the Authority owns and operates the other facilities that comprise its Expressway System.

Section 3.03. Funding of Costs of Acquisition and Construction.

A. The Authority will be responsible for funding the costs associated with the development of the Wekiva Parkway, including the costs associated with any land acquisitions necessary for the project. Funding sources may include, and are not limited to any funds available to the Authority for such purpose, revenue bonds issued by the Authority, agreements with governmental agencies which jurisdictions are being served by the Wekiva Parkway, the FDOT, Florida's Turnpike Enterprise and the Federal Highway Administration.

- B. Should funding be unavailable to the Authority, in its sole determination, prohibiting the Authority's development of all or any part of the Wekiva Parkway, Seminole County agrees that the Authority shall have the right to terminate its efforts to develop the Wekiva Parkway or any portion thereof. In the event the Authority determines funding is unavailable, Seminole County may elect to provide funding to complete any portion of the Wekiva Parkway that the Authority elects not to develop.
- C. Should Seminole County withdraw its consent to the Authority constructing, operating and maintaining the Wekiva Parkway within its jurisdiction, then Seminole County shall be responsible for reimbursing the Authority for all of its documented expenses related to the Authority's efforts to develop that portion of the Wekiva Parkway located in Seminole County and any damages the Authority may suffer resulting from lost revenue or revenue bonding obligations.

Section 3.04. Tolls, Collection and Enforcement.

- A. The Authority shall have the sole authority and responsibility to establish toll rates for the Wekiva Parkway, including any toll rate adjustments, in accordance with the applicable rules and requirements of the Authority.
- B. The Authority shall be solely responsible for the collection of tolls and the enforcement of toll violations on the Wekiva Parkway.
- C. There shall be no free service on the limited access portions of the Wekiva Parkway except for law enforcement and emergency service vehicles while in the discharge of their official duties, officials or employees of the Authority or FDOT while engaged in official business, or except as required by existing law.
- D. The parties hereto understand that at all times the Authority is required to and shall maintain rates at a level which in its discretion provide for appropriate coverage of debt service, meet debt service ratios, and otherwise are in accordance with governing Florida law and applicable bond covenants.
- E. The Authority shall make all necessary arrangements for traffic enforcement on the limited access portions of the Wekiva Parkway and may enter into any agreements necessary for appropriate patrolling and traffic enforcement.

ARTICLE IV PLANNING, DESIGN AND CONSTRUCTION

Section 4.01. Planning and Design.

A. The Wekiva PD&E Study, which began in January 2005, has been completed and an approved alternative was proposed to Seminole County. Upon formal public hearing in Seminole

County for the approval of the preferred alignment, Seminole County consented to the Authority constructing, operating and maintaining the Wekiva Parkway within Seminole County's jurisdiction.

B. The Authority shall be solely responsible for developing all plans and specifications for the Wekiva Parkway project and shall be responsible for obtaining any necessary permits and approvals from any and all governmental agencies that may be required for the construction, installation and equipping of the Wekiva Parkway. Seminole County shall assist the Authority, upon request, in its efforts to obtain all permits and approvals required from other governmental agencies or authorities.

Section 4.02. Construction. In its sole discretion, the Authority will be responsible for developing any and all schedules related to the acquisition, construction and equipping of the Wekiva Parkway and the phasing of the acquisition, construction and equipping of any segments of the Wekiva Parkway. Seminole County agrees that it may be necessary to develop the Wekiva Parkway in segments and that it is in the sole discretion of the Authority as to which order the segments of the Wekiva Parkway shall be constructed. Seminole County understands and agrees that the Authority also has the sole discretion regarding the timing of the construction of the Wekiva Parkway project.

Section 4.03. <u>Indemnification.</u> To the extent permitted by law, the Authority shall indemnify, defend and save Seminole County, its agents, and employees, harmless against all damages, claims, expenses, injuries and demands of any kind arising from any act, negligence or omission by the Authority that may occur by reason of its obligations arising out of this Agreement. To the extent permitted by law, Seminole County shall indemnify, defend and save the Authority, its agents, and employees, harmless against all damages, claims, expenses, injuries and demands of any kind arising from any act, negligence or omission by Seminole County that may occur by reason of its obligations arising out of this Agreement.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 5.01. Waiver. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition set forth in this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

Section 5.02. Cooperation with Representatives. The parties pledge mutual cooperation between all representatives of the Authority and Seminole County. The parties shall provide such data, reports, certifications and other documents or assistance reasonably requested by other. The provision of such information shall not in any manner diminish the parties' rights or obligations under any other provision hereof.

Section 5.03. <u>Limitation on Third Party Beneficiaries</u>. This Agreement shall not create any third party beneficiary hereunder, nor shall this Agreement authorize anyone not a party hereto to maintain a suit of any type whatsoever, including, but not limited to, a suit for personal injury or property damage pursuant to the terms of provisions hereof.

Section 5.04. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida.

Section 5.05. Notices and Communications.

A. All notices required or permitted by law or by this Agreement to be given to the parties shall be in writing and may be given by either personal delivery or by registered or certified U.S. Mail sent return receipt requested, or by a recognized overnight courier service. Notices shall be sent to the parties at the addresses set forth below or at such other addresses as the parties shall designate to each other from time to time in writing:

Seminole County:

Cynthia A. Coto, County Manager Seminole County, Florida 1101 East First Street Sanford FL 32771

Orlando-Orange County Expressway Authority:

Michael D. Snyder, Executive Director Orlando-Orange County Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

With a copy to:

Joseph Passiatore, General Counsel Orlando-Orange County Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

B. Any notice or demand given, delivered or made by registered or certified United

States mail sent return receipt requested, shall be deemed so given, delivered or made on the date of actual receipt. Notices sent by overnight courier service shall be deemed or made on the date of actual receipt. Notices sent by overnight courier service shall be deemed effective on the first business day after deposited with such service, with the fee paid in advance. Any notice, demand or document that is personally delivered shall be deemed to be delivered upon receipt by the party to whom the same is given, delivered or made. Notices given by facsimile or telecopy shall not be deemed effective for purposes of this Agreement.

Section 5.06. <u>Interpretation.</u> References to statutes or regulations include all statutory or regulatory provisions consolidating, amended or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

Section 5.07. Severability. The invalidity or unenforceability of any portion or provisions of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 5.08. Opinions of Counsel. If requested, each party shall provide to the other an opinion of counsel regarding the validity and enforceability of this Agreement.

Section 5.09. Entire Agreement. This Agreement, including the Exhibits (if any) attached hereto, constitutes the entire and integrated agreement between the parties hereto and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings and agreements, whether written or oral, with respect to the subject matter hereof.

Section 5.10. Waiver of Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION OR OTHER COURT PROCEEDING WITH RESPECT TO ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT.

Section 5.11. Filing. In accordance with Florida Statute 163.01(11), this Agreement shall be filed with the Clerk of Court of the Circuit Court for Seminole County, Florida.

Section 5.12. Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

_	th its Executive Director, authorized to ex		ty through its Board of Directors, signed by and this Agreement by Board action on the
day of	, 2009.		
			aty Commissioners, signed by and through its ement by Board action on the day
	ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY		SEMINOLE COUNTY, FLORIDA
By:		By:	
Δ).	Michael Snyder, Executive Director	2).	Bob Dallari, Seminole County Chairman
	Approved as to form for execution by a signatory of the Orlando-Orange County Expressway Authority by Joseph Passiatore, General Counsel.		Approved as to form by Office of County Attorney Seminole County, Florida by Robert A. McMillan, County Attorney.
By:		Bv:	
- j.	Joseph Passiatore	_ ;	Robert A. McMillan, County Attorney
Date:		Date	e:, 2009
			Maryanne Morse, Clerk to the Board of County Commissioners in and for The County of Seminole, Florida

X:\SR 429-Wekiva Pkwy ROW\Interlocal Agreement\Seminole County Interlocal Agreement 9-10-09.wpd

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Lake Brantley Isles Second Amendment Vacate

DEPARTMENT: Planning and Development DIVISION: Development Review

AUTHORIZED BY: Alison Stettner CONTACT: Alan Willis EXT: 7332

MOTION/RECOMMENDATION:

- 1. ADOPT and authorize the Chairman to execute the Resolution to vacate and abandon a portion of the unpaved public rights-of-way of West Triangle Drive and Hibiscus Drive as shown in Lake Brantley Isles, Second Addition, as described in staff findings. (James Robertson)
- 2. DENY the request to vacate and abandon a portion of the unpaved public rights-of-way of West Triangle Drive and Hibiscus Drive in Lake Brantley Isles, Second Addition, as described in staff findings. (James Robertson)
- 3. CONTINUE the public hearing until a time and date certain.

District 3 Dick Van Der Weide

Alan Willis

BACKGROUND:

The applicant, James Robertson, is requesting to vacate and abandon a portion of the unpaved public rights-of-way of Hibiscus Drive and West Triangle Drive in Lake Brantley Isles, Second Addition, according to the Plat thereof, as recorded in Plat Book 11, Page 5, further described as located north of West Lake Brantley Road and south of Azalea Drive, in Seminole County, Florida, in Section 05, Township 21 S, Range 29 E. The applicant owns lots 1 through 8, lots 70 through 72, and lot 79. The existing rights of way do not serve any access to any property other than the applicant's property. The half vacate of West Triangle Drive will not affect lots 57 through 68 as their access is from East Triangle Drive. The applicant is requesting to vacate the rights of way to build three houses on approximately 8 acres without affecting the wetlands on the proposed site. The applicant is proposing one house on lots 1 through 4, one house on lots 5 through 8, and one house on lots 70, 71, and 72. The right-ofway vacates are needed to meet setbacks for the proposed homes in accordance with drainage and maintenance easements. The owner will apply for driveway permits for access. Lot 79 is total wetlands and the owner is providing a drainage easement over the entire parcel. The owner, also, is providing a 15-foot drainage and maintenance over the existing ditch that traverses lots 70, 71, and 72. And a drainage and maintenance easement will also be provided over the portion of the vacated right of way of Hibiscus Drive and lot 7 where the drainage ditch crosses to the west. The applicant has provided letters from the utility companies stating no objections to the Hibiscus and West Triangle Drive vacates. Staff has no objections to the vacation and abandonment of Hibiscus Drive and the northwesterly one half of West Triangle Drive rights-of- way subject to the applicant providing the drainage, maintenance, and conservation easements over the area. This request complies with the requirements and under the authority for vacating a right of way of Chapter 336.09 and 336.10, Florida Statues.

STAFF RECOMMENDATION:

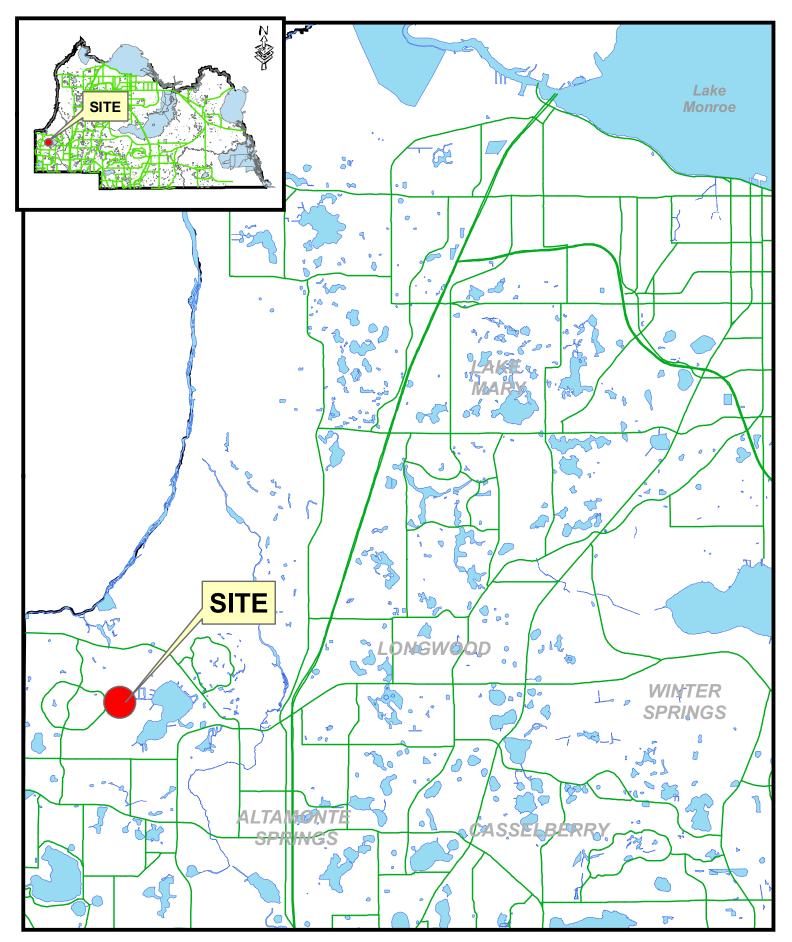
Staff recommends the Board adopt and authorize the Chairman to execute a Resolution to vacate and abandon a portion of the public rights-of-way of Hibiscus Drive and West Triangle Drive as shown on the plat of Lake Brantley Isles, Second Addition, as described in staff findings. (James Robertson)

ATTACHMENTS:

- 1. Maps and Aerials
- 2. Maps and Aerials
- 3. Maps and Aerials
- 4. Resolution
- 5. Sketch of Description
- 6. Sketch of Description
- 7. Drainage Easement to Seminole County

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)





 $filename: L:/pl/projects/p\&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-041sitemap.mxd \\ 08/09/06$



Hibiscus Drive and W. Triangle Drive Right-of-Way Vacate

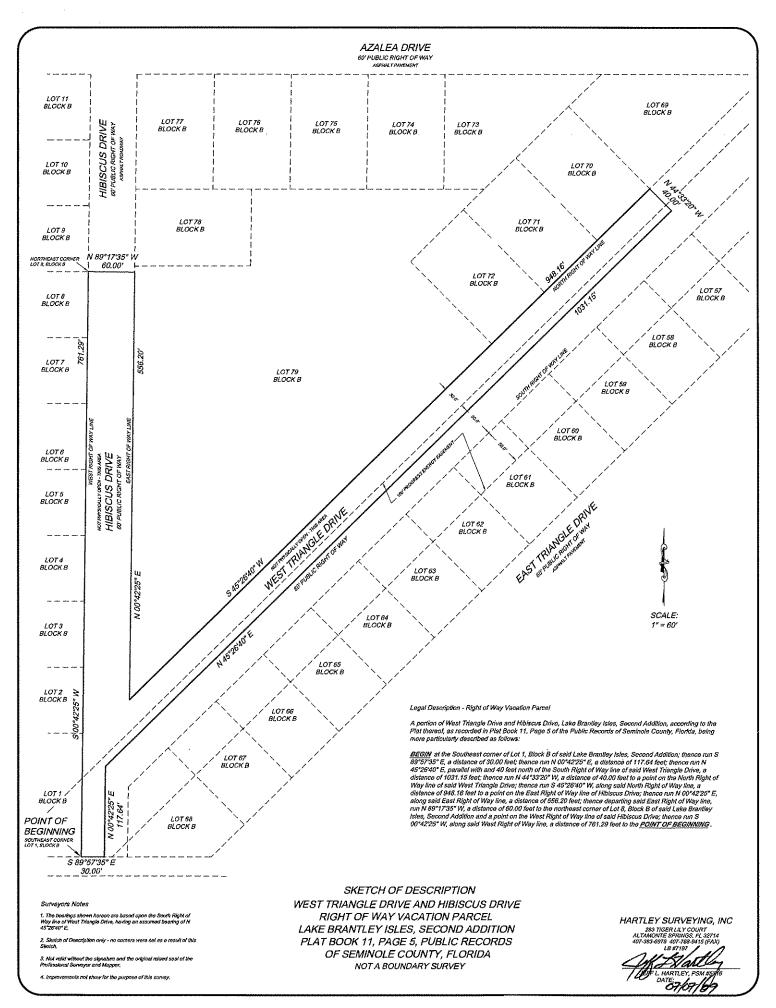


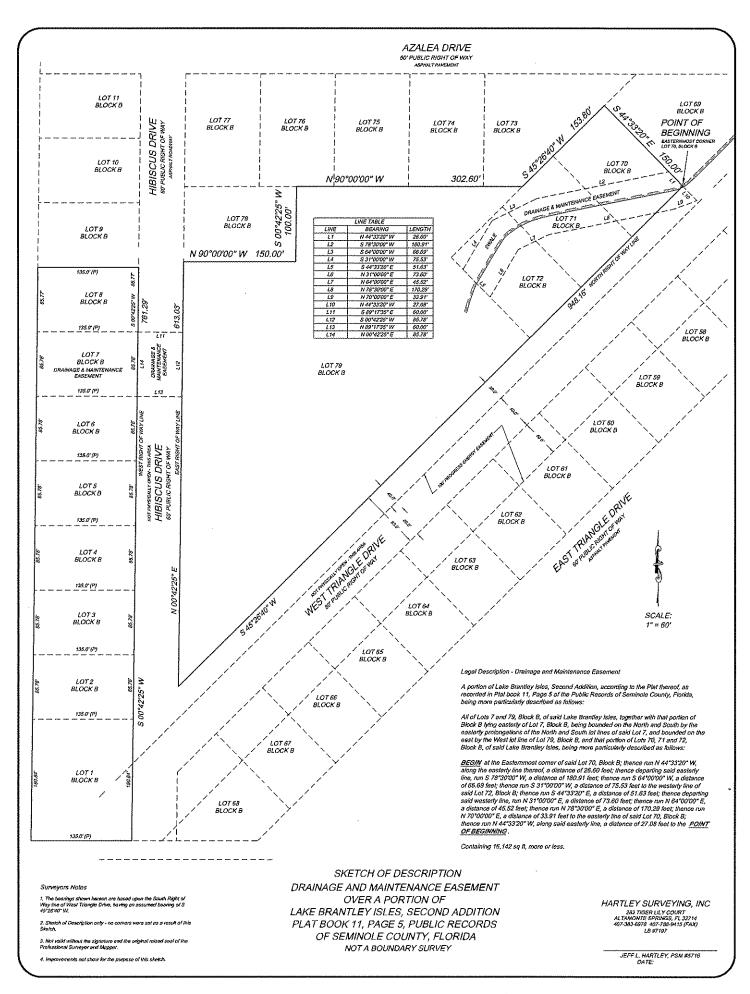


Hibiscus Drive and W. Triangle Drive Right-of-Way Vacate



RESOLUTION NO.: 2010-R-		
THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 12th DAY OF January A.D., 2010.		
	VACATE AND ABANDON A GHT-OF-WAY	
***************************************	***************************************	
Whereas, a Petition was presented on behalf of		
JAMES A. ROBERTSON		
to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described right-of-way, to-wit:		
SEE ATTACHED EXHIBIT E AND F		
Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described right-of-way is to the best interest of the county and the public.		
NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described Right-of-way be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.		
PASSED AND ADOPTED this 12TH of	day of <u>January</u> A.D., <u>2010</u> .	
ATTEST:	BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA BY:	
MARYANNE MORSE	BOB DALLARI	
CLERK OF THE CIRCUIT COURT SEMINOLE COUNTY, FLORIDA	CHAIRMAN	





Prepared by and return recorded copy to: Jeff L. Hartley, PSM Hartley Surveying, Inc. 283 Tiger Lily Court Altamonte Springs, Florida 32714

With a recorded copy to: Clerk to the Board of County Commissioners 1101 E. First Street Sanford, FL 32771

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 16rd day of December, 2009, by and between James Robertson, resident of Seminole County, FL, whose address is 2251 King Henrys Court, Winter Park, FL 32792, hereinafter referred to as the "GRANTOR", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTEE".

WITNESSETH:

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, an exclusive, perpetual and permanent easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation or disposal areas or any combination thereof, together with appurtenant drainage structures, over, under, upon, and through the following-described lands situate in the County of Seminole, State of Florida, to-wit:

See attached Exhibit "A"

Located in Property Appraiser's Parcel ID No.: 05-21-29-502-0B00-0790

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

The GRANTEE herein and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the drainage or any structures installed thereon by the GRANTEE and its assigns, and the GRANTOR, its successors and assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said right-of-way that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR recognizes and consents to the right of the

GRANTEE or an authorized utility company if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the easement.

The GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

The property conveyed herein may include roads, water and sewer or other types of lines, drainage facilities or systems, or other facilities or systems which will become the responsibility of the GRANTEE. The GRANTOR hereby represents to the GRANTEE that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the GRANTEE any and all rights against any patent defects including, but not limited to any and all warranties, claims and other forms of indemnification. By execution of this document the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR recognizes that the GRANTEE is relying upon the GRANTOR's representations as herein expressed.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal in the day and year above written.

Witness

Print Name JEFF L. WHETE

By: 1) ames Robertson

James Robertson, Owner

Witness

Print Name >

PATRICK Date: 12/16/09

Attachments: Exhibit "A" - Property description of easement, Easement Acceptance Form

STATE OF FLORIDA

COUNTY OF Senero

I HEREBY CERTIFY that, on this 16^{th} day of December, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James Robertson who has produced Florida Drivers License # R/63441554200 as identification and that he/she did take an oath.

[NOTARY SEAL]

Notary Public signature

PHYLLIS PATRICK
Notary Public - State of Florida
My Commission Expires May 17, 2012
Commission # DD 784039
Bonded Through National Notary Assn.

Exhibit "A"

Legal Description - Drainage Easement

A portion of Lake Brantley Isles, Second Addition, according to the Plat thereof, as recorded in Plat book 11, Page 5 of the Public Records of Seminole County, Florida, being more particularly described as follows:

All of Lots 7 and 79, Block B, of said Lake Brantley Isles, together with that portion of Block B lying easterly of Lot 7, Block B, being bounded on the North and South by the easterly prolongations of the North and South lot lines of said Lot 7, and bounded on the east by the West lot line of Lot 79, Block B, and that portion of Lots 70, 71 and 72, Block B, of said Lake Brantley Isles, being more particularly described as follows:

BEGIN at the Easternmost corner of said Lot 70, Block B; thence run N 44°33'20" W, along the easterly line thereof, a distance of 26.60 feet; thence departing said easterly line, run S 78°30'00" W, a distance of 180.91 feet; thence run S 64°00'00" W, a distance of 66.69 feet; thence run S 31°00'00" W, a distance of 75.53 feet to the westerly line of said Lot 72, Block B; thence run S 44°33'20" E, a distance of 51.63 feet; thence departing said westerly line, run N 31°00'00" E, a distance of 73.60 feet; thence run N 64°00'00" E, a distance of 45.52 feet; thence run N 78°30'00" E, a distance of 170.29 feet; thence run N 70°00'00" E, a distance of 33.91 feet to the easterly line of said Lot 70, Block B; thence run N 44°33'20" W, along said easterly line, a distance of 27.08 feet to the **POINT OF BEGINNING**.

Containing 16,142 sq ft, more or less.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Garda Park Home Sites Right-Of-Way Vacates

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Alison Stettner **CONTACT:** Alan Willis **EXT:** 7332

MOTION/RECOMMENDATION:

- 1. ADOPT and authorize the Chairman to execute the Resolution to vacate and abandon all or portions of the right-of-ways all lying in Garda Park Home Sites as described in staff findings. (GPI Southeast)
- 2. DENY the request to vacate and abandon all or portions of the right-of-ways all lying in Garda Park Home Sites. (GPI Southeast)
- 3. Continue the public hearing until a time and date certain.

District 5 Brenda Carey

BACKGROUND:

The applicant, GPI Southeast, is requesting to vacate and abandon all or portions of the rightof-ways all lying in Garda Park Home Sites located west of Markham Woods Road and south of Markham Road, in Section 34, Township 19 S, Range 29 E, and as recorded in Plat Book 4, Page 10, of the Public Records of Seminole County, Florida. The applicant, on behalf of Florida Department of Environmental Protection (FDEP), is requesting to vacate to incorporate the right-of-ways into existing property that is owned by FDEP. FDEP owns all of the lots except lots 1-7 and 68 as shown in Plat Book 4, Page 10, of the public records of Seminole County, Florida. The subject portion of the right-of-way is not needed for public access and the proposed vacate will not hinder access to any adjacent properties. The applicant has provided letters from all applicable utility companies stating "no objections" to the requested vacates. This request complies with the requirements and under the authority for vacating a right-of-way of Chapter 336.09 and 336.10, Florida Statues.

STAFF RECOMMENDATION:

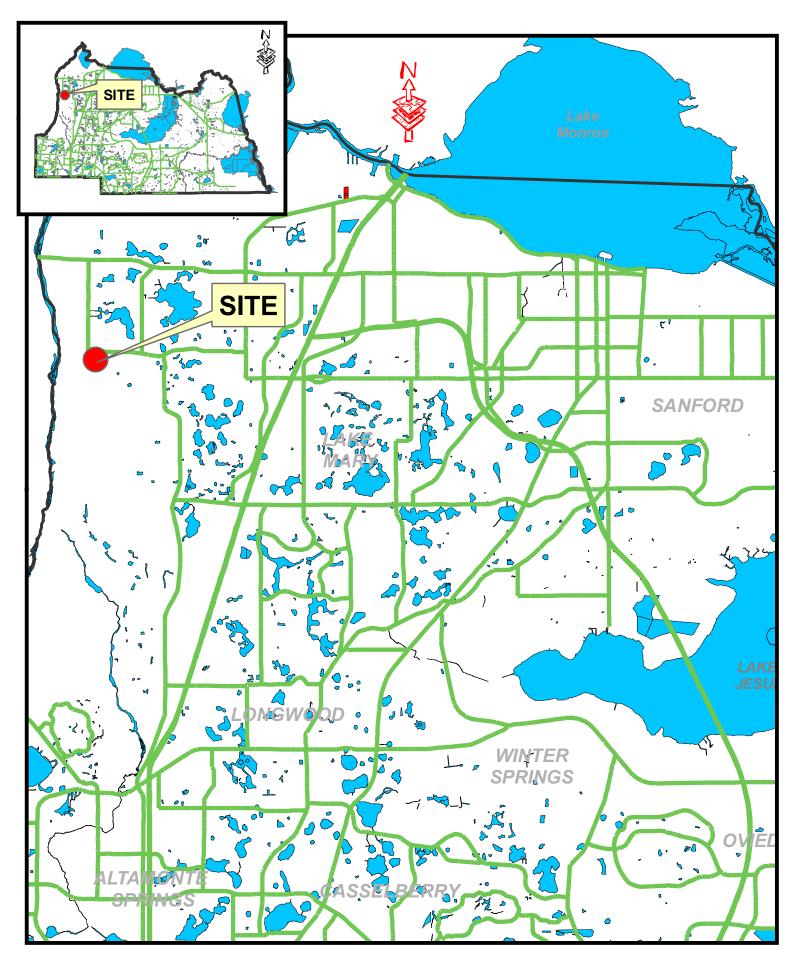
Staff recommends that the Board adopt and authorize the Chairman to execute the Resolution to vacate and abandon all or portions of the right-of-ways all lying in Garda Park Home Sites as described in staff findings. (GPI Southeast)

ATTACHMENTS:

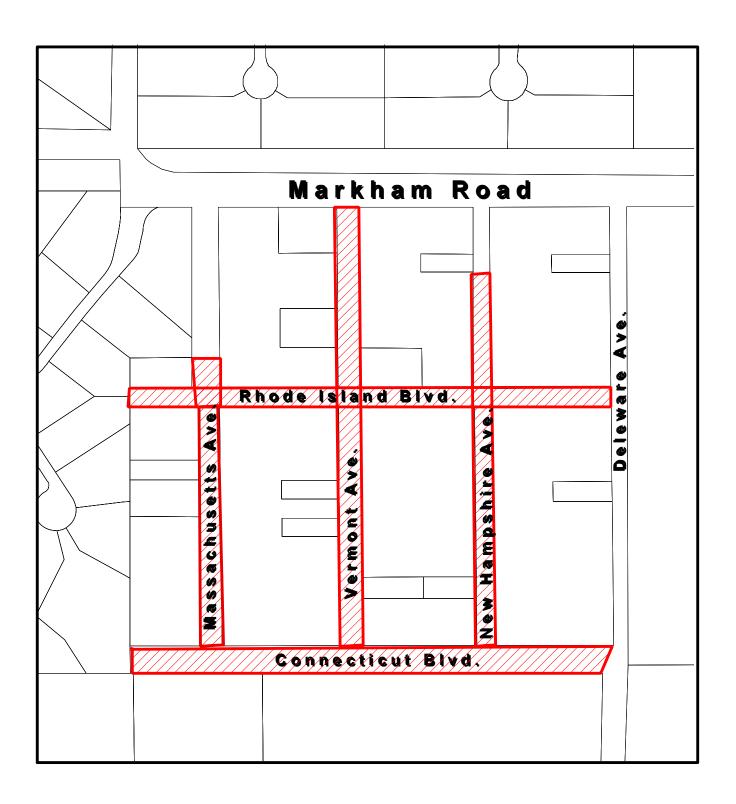
- 1. Maps and Aerials
- 2. Maps and Aerials
- 3. Maps and Aerials
- 4. Resolution
- 5. Sketch of Description

Additionally Reviewed By:

Alan Willis

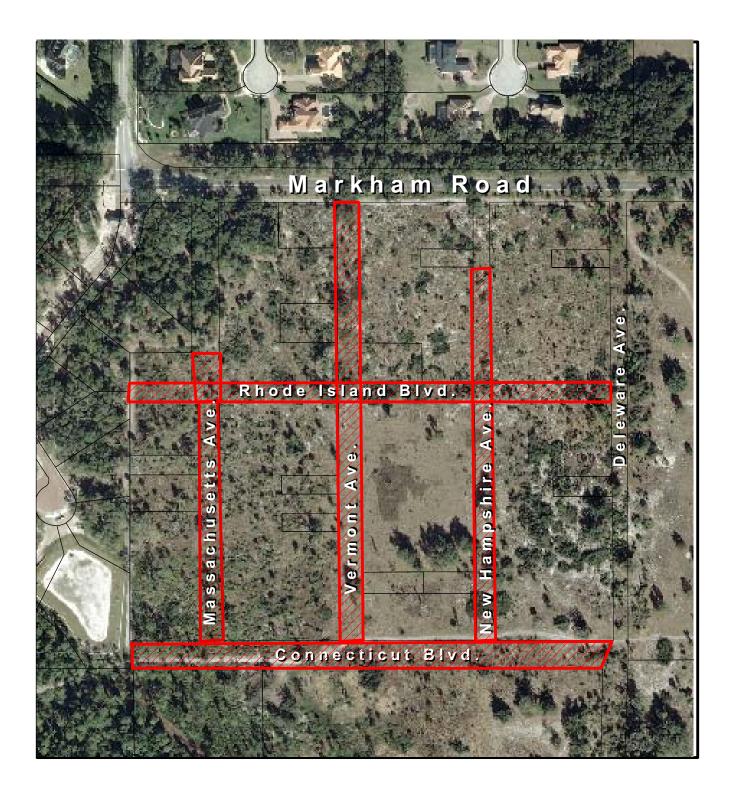


Garda Park Home Sites ROW Vacate



Garda Park Home Sites ROW Vacate





Garda Park Home Sites ROW Vacate



RESOLUTION NO.: 2010-R-		
THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 12th DAY OF January A.D., 2010.		
RESOLUTION TO VACATE AND ABANDON A RIGHT-OF-WAY		
16(b		
Whereas, a Petition was presented on behalf of		
GPI SOUTHEAST, INC		
to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described right-of-way, to-wit: LEGAL DESCRIPTION		
All of vermont avenue and rhode island boulevard; that portion of connecticut boulevard lying west of a southerly projection of the east line of Lot 112; that portion of massachusetts avenue lying south of an easterly projection of the north line of Lot B; that portion of new hampshire avenue lying south of an easterly projection of the north line of Lot 69; all lying in garda park home sites as recorded in plat book 4, page 10 of the public records of seminole county, florida.		
Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described right-of-way is to the best interest of the county and the public.		
NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described Right-of-way be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.		
PASSED AND ADOPTED this 12th day of January A.D., 2010.		
BOARD OF COUNTY COMMISSIONERS ATTEST: BOARD OF COUNTY, FLORIDA BY:		
MARYANNE MORSE BOB DALLARI		
CLERK OF THE CIRCUIT COURT CHAIRMAN		

SEMINOLE COUNTY, FLORIDA

EXHIBIT "E

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Part of Susan M. Jones Plat Vacate

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Alison Stettner **CONTACT:** Alan Willis **EXT:** 7332

MOTION/RECOMMENDATION:

- 1. ADOPT and authorize the Chairman to execute the Resolution to vacate and abandon a portion of the plat as recorded in Susan M. Jones Subdivision as described in staff findings. (GPI Southeast, Inc.)
- 2. DENY the request to vacate and abandon a portion of the plat as recorded in Susan M. Jones Subdivision. (GPI Southeast, Inc.)

Alan Willis

3. Continue the public hearing until a time and date certain.

District 5 Brenda Carey

BACKGROUND:

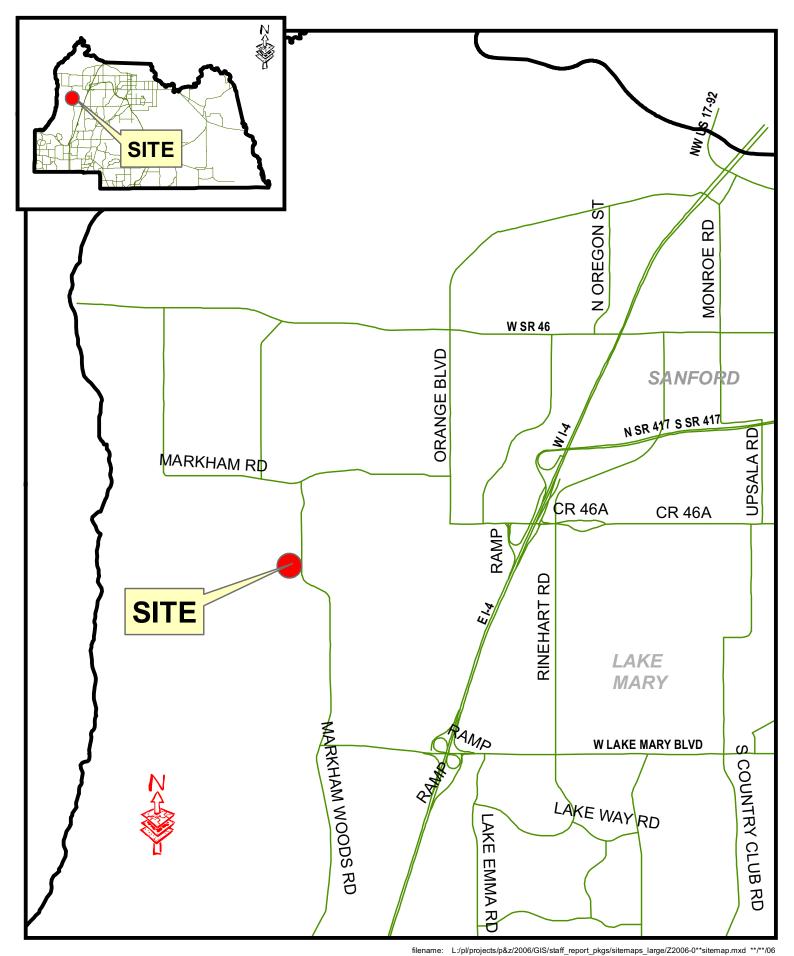
The applicant, GPI Southeast, Inc., on behalf of the Florida Department of Environmental Protection, is requesting to vacate and abandon a 209,550 square feet (4.81 acres more or less) portion of the plat of Susan M. Jones located west of Markham Woods Road and north of Fountainhead Drive, in Section 2, Township 20 S, Range 29 E, and as shown on the plat of Susan M. Jones, as recorded in Plat Book 7, Page 70, of the Public Records of Seminole County, Florida. The applicant is requesting to vacate this portion of the plat since it is owned by the Florida Department of Environmental Protection and is within Wekiva Springs State Park. The subject portion of the right-of-ways on the plat are not needed for public access and the proposed vacate will not hinder access to any adjacent properties. The applicant has provided letters from all applicable utility companies stating "no objections" to the requested vacate.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt, and authorize the Chairman to execute the Resolution to vacate and abandon a portion of the plat as recorded in Susan M. Jones Subdivision as described in staff findings. (GPI Southeast, Inc.)

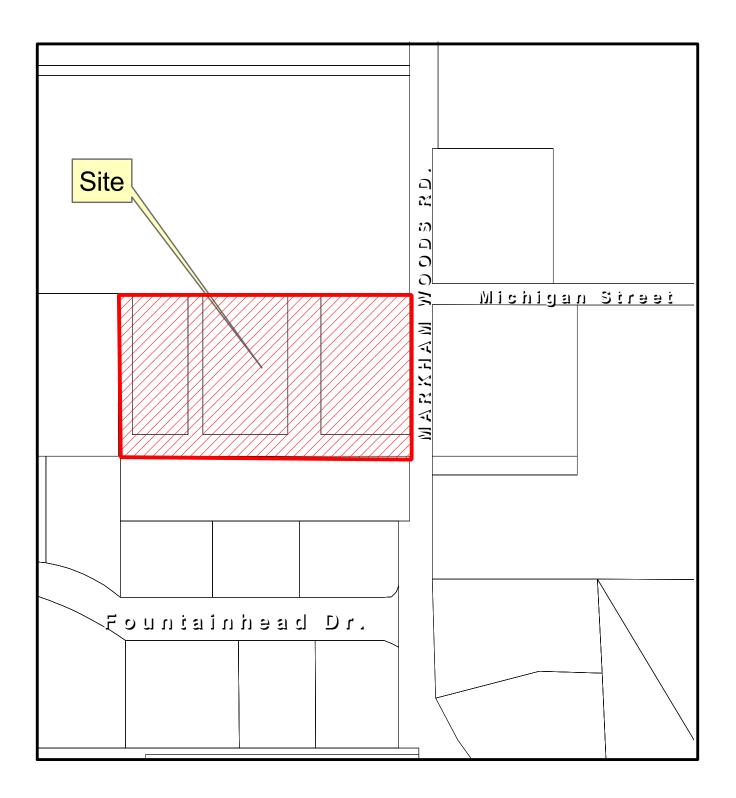
ATTACHMENTS:

- 1. Maps and Aerials
- 2. Location Map
- 3. Maps and Aerials
- 4. Resolution
- 5. Sketch of Description



Susan M. Jones Partial Plat Vacate

EXHIBIT A



Susan M. Jones Partial Plat Vacate

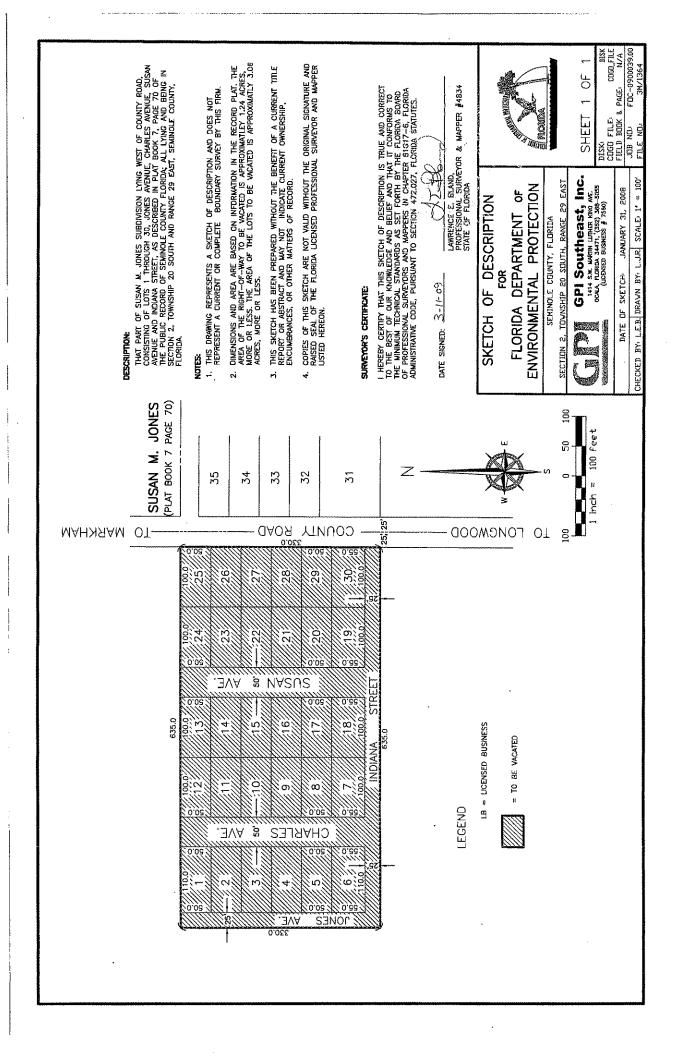




Susan M. Jones Partial Plat Vacate



RESOLUTION NO.:	2010-R-			
THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 12th DAY OF January A.D., 2010. RESOLUTION TO VACATE AND ABANDON A PLAT				
Whereas, a Petition was presented on behalf of				
	GPI SOUTHEAST, INC			
to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described plat, to-wit:				
	LEGAL DESCRIPTION			
1 THROUGH 30, JONES AV DESCRIBED IN PLAT BOOK	IONES SUBDIVISION LYING WEST OF COUNTY ROAD, CONSISTING OF LOTS ENUE, CHARLES AVENUE, SUSAN AVENUE AND INDIANA STREET, AS 7, PAGE 70 OF THE PUBLIC RECORD OF SEMINOLE COUNTY FLORIDA; ALL ION 2, TOWNSHIP 20 SOUTH AND RANGE 29 EAST, SEMINOLE COUNTY,			
Seminole County, Flo	due consideration the Board of County Commissioners or orida, having determined that the abandonment of the above est interest of the county and the public.			
NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described Plat be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.				
PASSED AND ADOPTE	D this <u>12th</u> day of <u>January</u> A.D., <u>2010</u> .			
ATTEST:	BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA BY:			
MARYANNE MORSE	BOB DALLARI			
CLERK OF THE CIRCU SEMINOLE COUNTY, F				





SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Part of Garda Park Plat Vacate

DEPARTMENT: Planning and Development DIVISION: Development Review

AUTHORIZED BY: Alison Stettner CONTACT: Alan Willis EXT: 7332

MOTION/RECOMMENDATION:

- 1. ADOPT and authorize the Chairman to execute the Resolution to vacate and abandon a portion of the plat as recorded in Garda Park as described in staff findings. (GPI Southeast, Inc.)
- 2. DENY the request to vacate and abandon a portion of the plat as recorded in Garda Park as described in staff findings. (GPI Southeast, Inc.)

Alan Willis

3. Continue the public hearing until a time and date certain.

BACKGROUND:

District 5 Brenda Carey

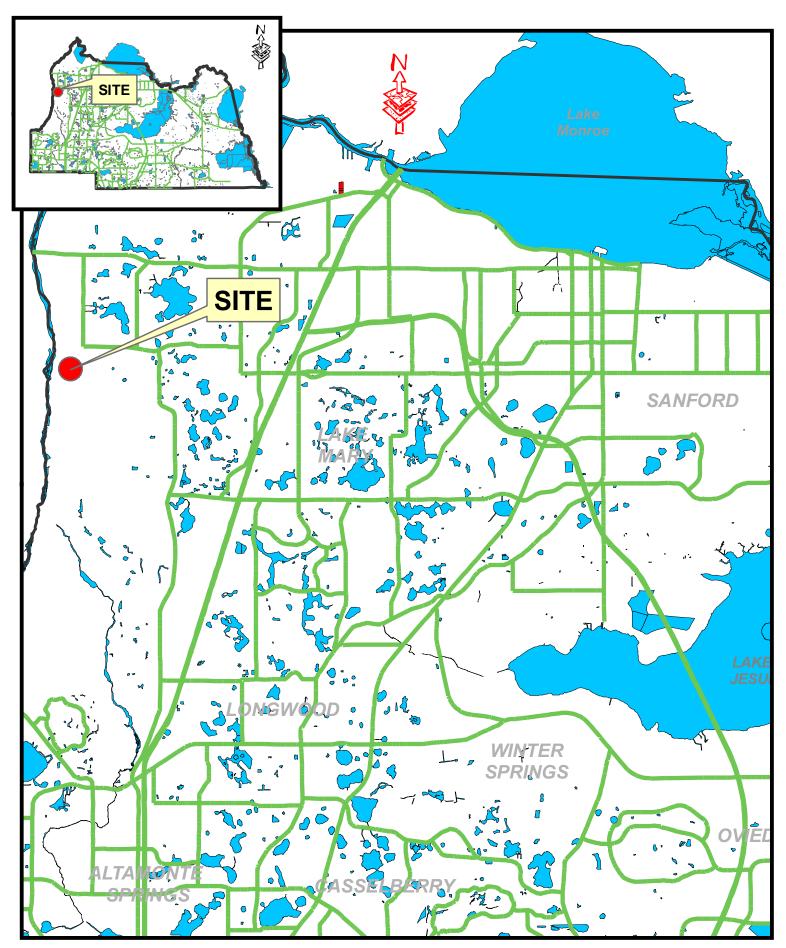
The applicant, GPI Southeast, Inc., on behalf of the Florida Department of Environmental Protection, is requesting to vacate and abandon 172.8 acres, more or less, portion of the plat of Garda Park located south of Markham Road and east of the Wekiva River, in Section 34, Township 19 S, Range 29 E, and as shown on the plat of Garda Park, as recorded in Plat Book 3, Page 57, of the Public Records of Seminole County, Florida. The applicant is requesting to vacate this portion of the plat since it is owned by the Florida Department of Environmental Protection, with the exception of one parcel, and is within Wekiva Springs State Park. The subject portion of the right-of-ways on the plat, with the exception of Deleware Av. and the Unnamed right-of-way, are not needed for public access and the proposed vacate will not hinder access to any other adjacent properties. The applicant has provided letters from all applicable utility companies stating "no objections" to the requested vacate.

STAFF RECOMMENDATION:

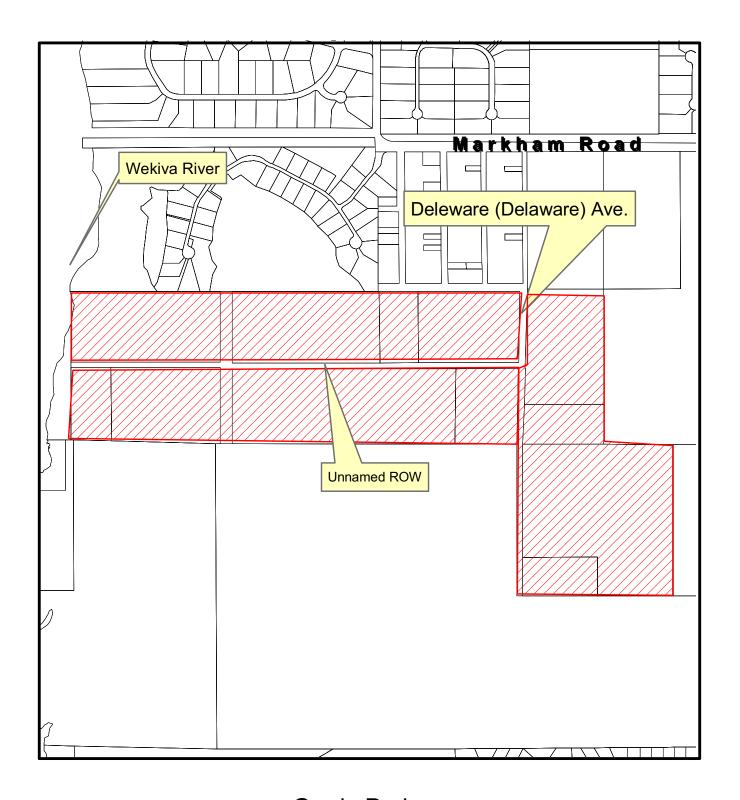
Staff recommends that the Board adopt, and authorize the Chairman to execute the Resolution to vacate and abandon a portion of the plat as recorded in Garda Park as described in staff findings. (GPI Southeast, Inc.)

ATTACHMENTS:

- 1. Maps and Aerials
- 2. Maps and Aerials
- 3. Maps and Aerials
- 4. Resolution
- 5. Sketch of Description



Garda Park Plat Vacate



Garda Park Plat Vacate





Garda Park Plat Vacate



RESOLUTION NO.:	2010-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 12th DAY OF January A.D., 2010.

RESOLUTION TO VACATE AND ABANDON A PORTION OF A PLAT

Whereas, a Petition was presented on behalf of

GPI SOUTHEAST, INC

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described portion of a plat, to-wit:

LEGAL DESCRIPTION

ALL OF LOTS 1 THROUGH 32;

TOGETHER WITH.

THE PORTIONS OF AN UNNAMED ROAD, HAVING A RIGHT OF WAY WIDTH OF 50 FEET: LYING WEST OF LOT 5 AND EAST OF LOT 4; AND LYING WEST OF LOT 24 AND EAST OF LOT 25;

TOGETHER WITH.

THE PORTIONS OF AN UNNAMED ROAD, HAVING A RIGHT OF WAY WIDTH OF 50 FEET; LYING WEST OF LOTS 29, 30, 31, 32; AND LYING EAST OF LOT 17 AND WEST OF LOTS 16 AND 16;

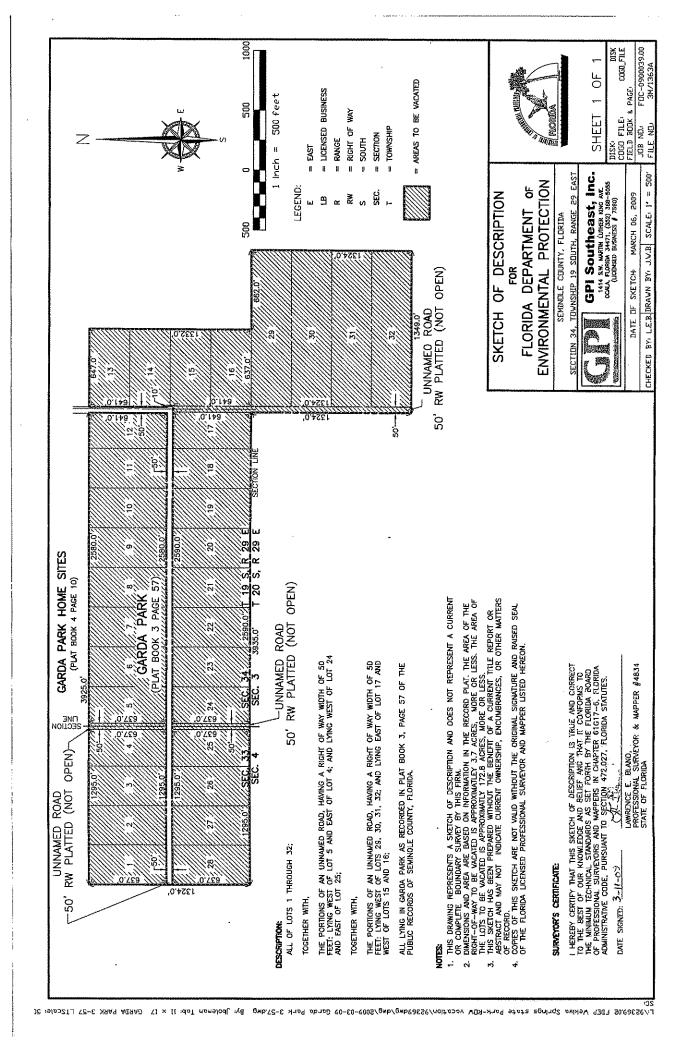
ALL LYING IN GARDA PARK AS RECORDED IN PLAT BOOK 3, PAGE 57 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described portion of a plat is to the best interest of the county and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described portion of a plat be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.

PASSED AND ADOPTED this 12th day of January A.D., 2010.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA
	BY:
MARYANNE MORSE	BOB DALLARI
CLERK OF THE CIRCUIT COURT SEMINOLE COUNTY, FLORIDA	CHAIRMAN



Garda Park (Plat Book 3, Page 57) Plat Vacation Section 34, Township 19 South, Range 29 East in Seminole County

DESCRIPTION

ALL OF LOTS 1 THROUGH 32;

TOGETHER WITH,

THE PORTIONS OF AN UNNAMED ROAD, HAVING A RIGHT OF WAY WIDTH OF 50 FEET: LYING WEST OF LOT 5 AND EAST OF LOT 4; AND LYING WEST OF LOT 24 AND EAST OF LOT 25:

TOGETHER WITH,

THE PORTIONS OF AN UNNAMED ROAD, HAVING A RIGHT OF WAY WIDTH OF 50 FEET: LYING WEST OF LOTS 29, 30, 31, 32; AND LYING EAST OF LOT 17 AND WEST OF LOTS 15 AND 16;

ALL LYING IN GARDA PARK AS RECORDED IN PLAT BOOK 3, PAGE 57 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

This legal description prepared under the direction of: Lawrence E. Bland Florida Professional Surveyor and Mapper No. 4834 GPI Southeast, Inc., LB 7560 1414 SW Martin Luther King Jr. Avenue Ocala, FL 34471

Date: March 10, 2009

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Request for a variance from the finished floor elevation requirements of the Seminole County Floodplain Ordinance

DEPARTMENT: Planning and Development **DIVISION:** Building

AUTHORIZED BY: Alison Stettner CONTACT: Paul Watson EXT: 7460

MOTION/RECOMMENDATION:

- 1. Deny the request for a variance from the finished floor requirements of the Seminole County Floodplain Ordinance; or
- 2. Approve the variance from the finished floor requirements of the Seminole County Floodplain Ordinance; or
- 3. Continue the public hearing until a time and date certain.

District 4 Carlton D. Henley

Paul Watson

BACKGROUND:

Mr. Peter Wales, applicant, is requesting a variance from the minimum finished floor elevation requirements of the Seminole County Floodplain Ordinance. On July 30, 2009, Mr. Wales's contractor applied for a permit to add a 462 square foot addition to his home. During the plan review, staff determined that the home lies within flood zone with a base flood elevation of 58.7 feet. The minimum finished floor elevation for the proposed addition would need to be 59.7 feet according to Section 30.965 (E) of the ordinance. In September of 2000, staff improperly submitted a variance request to the Board of Adjustment (BOA) for variances on the flood plain requirements for this property. The Floodplain Ordinance does not provide for BOA authority to hear requests for variances of the flood plain requirements. However, the BOA approved the request for another addition allowing it to be constructed 1.8 feet (approximate elevation 57.2 feet) below the base flood elevation.

There are a number of criteria that the Board must consider when a request for variance is considered as required by the ordinance section 30.968. They are separated into two sections and are attached. In the applicant's letter of request for the variance, Mr. Wales cites his own physical conditions and the requirement for ramp access to the addition as the basis for his request. The ordinance does not recognize physical conditions as a hardship. It relates hardships specifically to the land (Section 30.963). There are also other methods to achieve access to the proposed addition without the use of a ramp such, including a mechanical lift.

The County is a participating community in the National Flood Insurance Program (NFIP) and as such is charged with enforcing the Code of Federal Regulations (CFR) Chapter 44 as they relate to flood issues, in addition to enforcing the County's ordinance. The granting of a variance without a hardship as defined could result in the community being suspended from the NFIP program for not adequately enforcing the regulations that meet the minimum

requirements set forth in section CFR 60.3. There is a ninety (90) day notification period wherein the community has the opportunity to correct the deficiencies and avoid the probation. If the corrections are not made and the community is put on probation, all flood insurance policyholders would be charged an additional premium of fifty dollars (\$50.00) for the current year as well as for the successive year. If the community does not correct the deficiencies and remedy all violations, it would be subject to suspension from the NFIP.

In addition to this the County also participates in the Community Rating System (CRS) where the County's floodplain regulation program is rated on a number scale based upon the specific flood plain management activities it is involved in. Our current rating saves our four thousand forty nine (4049) flood insurance policyholders fifteen percent (15%) on the price of their premiums. The granting of a variance without the defined hardship would likely result in the County's CRS rating being reduced resulting in increased costs to our policyholders.

STAFF RECOMMENDATION:

Staff recommends that the Board deny the request for a variance to the minimum finish floor elevation requirements of the Seminole County Flood Plain Ordinance.

ATTACHMENTS:

- 1. Letter to Request Variance to Floodplain Ordinance 11/20/09
- 2. Floodplain Ordinance Section 30.965
- 3. Floodplain Ordinance Sec 30.968
- 4. Floodplain Ordinance Sec 30.963-Definitions
- 5. Code of Federal Regulations Chapter 44 Sec 60.3

Additionally Reviewed By:

County Attorney Review (Melissa Clarke)

RECEIVED NOV 2 0 2009

Peter Wales
315 Lazy Acres Lane
Longwood
Fl 32750
Phone 407 951 7440
e-mail pwales@cfl.rr.com

Variance Application.

Outline:

A special exception is requested to build a 20x20 ft room on the back of my house joining the existing extension to the bedroom. The exception is needed as the whole building, including the proposed new room, is below the level of the flood plain.

Background:

In 2000 I applied for a Variance to allow the building of a "Therapy Room" as an extension of my house during the process of remodeling it. The variance was granted and the therapy room constructed and equipped with various devices to aid in my well being. After 5 years my weight had dropped from 350 lbs to 180 lbs and I was fit and healthy. I felt the objective had been achieved so the therapy room was progressively changed to a hobby room where I pursued my hobby of building model helicopters. Some heavy machinery was brought in including a milling machine and a lathe.

Recently my walking ability has degraded and when a new device was announced in the summer, which would improve my walking tremendously, I immediately went to the manufacturers consulting room to try it out. The device consists of a strap which fits around the calf just under the knee and it senses that the user is about to lift his leg. It then sends out some electrical impulses which cause the foot to lift. My problem with walking is that by straining to lift my leg, I am inadvertently causing my foot to be forced down and I am, in effect, tripping over my own feet.

The trial was successful for 2-3 steps until my walking became so bad that the device could not detect that I was trying to take a step and it failed to help. What I need to do is to practice my walking again so that I can maintain a correct walking mode for long enough to be able to make use of the new device. This will require the use of parallel bars, a horizontal bicycle and later on, an inclined treadmill. I do not have enough space in my house for these things.

Building the extra room to code will require it to be four feet above the height of the rest of the house and so it will require a ramp for access. This would be 48 feet long with a couple of turns and so would effectively fill the new room making it useless.

Description:

The plan is to build an extension to the hobby room utilizing its rear wall and doors, and using the existing block wall of the bedroom at the back of the house. The main problem will be that of a new roof which the architect has solved by extending the existing hobby room roof line to the bedroom roof and then fitting a new roof which will be at a shallower angle over the new room.

Environment:

The house was built in 1972 and has since had several extensions build on to it giving a ground floor of approximately 3000 square feet. Since it was built, to the best of my knowledge, it has never been flooded. When Progressive insurance decided to drop properties over a certain value and I was forced to go to another insurer, my flood insurance premium was quoted as rising from about \$300 a year to \$15,000 a year. As the property had never been flooded, I decided that I would self insure and over a period of 10 years or so would have enough money saved to completely repair any damage should the property be flooded. Adding a further 400 square feet is not going to increase my costs significantly.

- (l) Standards for Subdivision Proposals and other Proposed

 Development (including manufactured homes):
 - (1) All subdivision proposals shall be consistent with the need to minimize flood damage;
 - All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;
 - (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (j) Encroachments. The cumulative effect of any proposed development shall not adversely affect the flood prone area.
- Section 4. Section 30.965 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.965. Specific standards.

The following requirements shall apply to all areas classified as flood prone.

In all A-Zones where base flood elevation data have been provided (Zones AE, Al-30, and AH), as set forth in Section 30.964(1), the following provisions shall apply:

(a) No structure shall be constructed or placed and no land filling or grade level changes shall be permitted

within said classification without the implementation and utilization of appropriate "flood-protection measures" as defined herein; and/or the implementation and utilization of on-site compensating storage if required pursuant to this part.

- (b) No Structure shall be constructed or placed within said classification where a septic tank will be utilized to service said structure unless prior approval as to the use and location of said septic tank shall be obtained through the Seminole County Department of Health and other appropriate state agencies.
- (c) No structure shall be constructed or placed and no land filling or grade level changes shall be permitted within said classification unless the resulting filling or change will not inhibit the flow of flood waters or drainage waters or cause erosion. filling within said classification is limited to the minimum area necessary for a building site. event the necessary filling area for a building site is greater than ten percent (10%) of the total area within said classification, on-site compensating storage shall be provided. In riverine situations,

notification of alteration or relocation of a watercourse will be in accordance with approved county procedures.

- (d) No structure shall be constructed or placed and no land filling or grade level changes shall be permitted within said classification unless the resulting filling or change will not increase flooding of or drainage of lands above or below the property and the modification to an affected watercourse can be maintained.
- (e) Residential Construction. New construction substantial improvement, of any residential structure (including manufactured home) shall have the lowest floor, including basement, all electrical equipment, all mechanical equipment elevated to no lower than one foot six inches (1') above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided. automatic equalization of flood hydrostatic forces on both sides of the exterior walls shall be provided in accordance with the standards set forth in Section 30.965(h) of this Part.

- (h) The compatibility of the proposed use with existing and anticipated development;
- (i) The relationship of the proposed use to the comprehensive plan, wetlands overlay zoning distance regulations and flood plain management program for the area;
- (j) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (k) The expected heights, velocity, duration, rate of rise, and sediment transport of flood waters expected at the site; and
- (1) Such other factors as shall be relevant to the purposes of this chapter.
- **Section 7.** Section 30.968 of the Land Development Code of Seminole County is hereby created as follows:

Section 30.968. Variances.

The Board of County Commissioners of Seminole County shall hear and decide requests for variances from the requirements of this Part.

- (a) Variance Criteria. Variances shall only be issued under this Part under the following circumstances:
 - (1) There is a showing of good and sufficient cause; and

- (2) A determination is made that failure to grant the variance would result in exceptional hardship; and
- (3) A determination is made that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances; and
- (4) A determination is made that the variance is the minimum necessary deviation from the requirements of this Part; and
- (5) Variances shall not be granted after-the-fact.
- (b) Additional Considerations In acting upon variance applications under this Part, the Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this Part, and:
- (1) The danger that materials may be swept onto other lands to the injury of others;
- (2) The danger of life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

Floodplain		Ordinance		
Page	41	of	54	

- (4) The importance of the services provided by the proposed facility to the community;
- (5) The necessity to the facility of a waterfront location, where applicable;
- (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- (7) The compatibility of the proposed use with existing and anticipated development;
- (8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (10) The expected heights, velocity, duration, rate of rise, and sediment of transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
- after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (c) Records. The Floodplain Administrator shall maintain the records of all variance actions, including justification for their issuance or denial, and report such variances in

the community's NFIP Biennial Report or upon request to FEMA and the State of Florida, Department of Community Affairs, NFIP Coordinating Office.

- (d) Written Notification Requirement. Any applicant to whom a variance is granted shall be given written notice, signed by the Floodplain Management Administrator, of the following:
- the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and
- (2) Such construction below the base flood level increases
 risks to life and property.

A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Clerk of the Court and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

- (e) Variances for Historic Structures. Variances may be issued for the repair or rehabilitation of "historic" structures meeting the definition in this Part upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a "historic" structure.
- (f) Structures in the Regulatory Floodway. Variances shall not be issued within any designated floodway if any impact in flood

conditions or increase in flood levels during the base flood discharge would result.

The following shall apply to all subdivision proposals required to comply with the requirements of this Code.

- (a) All shall be consistent with the need to minimize flood damage;
- (b) All shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (c) All shall have adequate drainage provided to reduce exposure to flood hazards; and
- (d) All subdivision proposals which are greater than fifty

 (5) lots or five (5) acres shall provide base flood

 elevation data.
- Section 8. Section 30.969 of the Land Development Code of Seminole County is hereby deleted and reserved.
- Section 9. Section 30.970 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.970. Building p Permit procedures.

Application for a building permit Development Permit shall be made to the building division Floodplain Administrator on forms furnished by him or her prior to any development activities, and

Floodway fringe means that area of the floodplain on either side of the regulatory floodway where encroachment may be permitted without additional hydraulic and/or hydrologic analysis.

factor of safety in feet, above a flood level for purposes of floodplain management. Freeboard tends to compensate for many unknown factors, such as wave action, bridge openings and hydrological effect of urbanization of the watershed, which could contribute to flood heights greater than the height, calculated for a selected frequency flood and floodway conditions.

its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

exceptional hardship associated with the land that would result from a failure to grant the requested variance. A hardship is exceptional, unusual, and peculiar to the property involved.

Mere economic or financial hardship alone is not exceptional.

Inconvenience, aesthetic considerations, physical handicaps,

personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as a hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls of a structure.

Historic Structure means any structure that is:

- A) Listed individually in the National Register of Historic

 Places (a listing maintained by the Department of Interior)

 or preliminarily determined by the Secretary of the

 Interior as meeting the requirements for individual listing

 on the National Register;
- b) Certified or preliminarily determined by the Secretary of
 the Interior as contributing to the historical significance
 of a registered historic district or a district
 preliminarily determined by the Secretary to qualify as a
 registered historic district;
- c) Individually listed on the Florida inventory of historic places, which has been approved by the Secretary of the Interior; or

been issued for the community at the time of application. Thereafter, the community will be given a period of six months from the date the Administrator provides the data set forth in §60.3(b), (c), (d), (e) or (f), in which to meet the requirements of the applicable paragraph. If a community has received a FHBM, but has not yet applied for Program eligibility, the community shall apply for eligibility directly under the standards set forth in §60.3(b). Thereafter, the community will be given a period of six months from the date the Administrator provides the data set forth in §60.3(c), (d), (e) or (f) in which to meet the requirements of the applicable paragraph.

- (b) A mudslide (i.e., mudflow)-prone community applying for flood insurance eligibility shall meet the standards of §60.4(a) to become eligible. Thereafter, the community will be given a period of six months from the date the mudslide (i.e., mudflow) areas having special mudslide hazards are delineated in which to meet the requirements of §60.4(b).
- (c) A flood-related erosion-prone community applying for flood insurance eligibility shall meet the standards of §60.5(a) to become eligible. Thereafter, the community will be given a period of six months from the date the flood-related erosion areas having special erosion hazards are delineated in which to meet the requirements of §60.5(b).
- (d) Communities identified in part 65 of this subchapter as containing more than one type of hazard (e.g., any combination of special flood, mudslide (i.e., mudflow), and flood-related erosion hazard areas) shall adopt flood plain management regulations for each type of hazard consistent with the requirements of §§60.3, 60.4 and 60.5.
- (e) Local flood plain management regulations may be submitted to the State Coordinating Agency designated pursuant to §60.25 for its advice and concurrence. The submission to the State shall clearly describe proposed enforcement procedures.
- (f) The community official responsible for submitting annual or biennial reports to the Administrator pursuant to §59.22(b)(2) of this subchapter shall also submit copies of each annual or bi-

ennial report to any State Coordinating Agency.

- (g) A community shall assure that its comprehensive plan is consistent with the flood plain management objectives of this part.
- (h) The community shall adopt and enforce flood plain management regulations based on data provided by the Administrator. Without prior approval of the Administrator, the community shall not adopt and enforce flood plain management regulations based upon modified data reflecting natural or man-made physical changes.

[41 FR 46975, Oct. 26, 1976. Redesignated at 44 FR 31177, May 31, 1979, as amended at 48 FR 29318, June 24, 1983; 48 FR 44552, Sept. 29, 1983; 49 FR 4751, Feb. 8, 1984; 50 FR 36024, Sept. 4, 1985; 59 FR 53598, Oct. 25, 1994; 62 FR 55716, Oct. 27, 1997]

§ 60.3 Flood plain management criteria for flood-prone areas.

The Administrator will provide the data upon which flood plain management regulations shall be based. If the Administrator has not provided sufficient data to furnish a basis for these regulations in a particular community, the community shall obtain, review and reasonably utilize data available from other Federal. State or other sources pending receipt of data from the Administrator. However, when special flood hazard area designations and water surface elevations have been furnished by the Administrator, they shall apply. The symbols defining such special flood hazard designations are set forth in §64.3 of this subchapter. In all cases the minimum requirements governing the adequacy of the flood plain management regulations for flood-prone areas adopted by a particular community depend on the amount of technical data formally provided to the community by the Administrator. Minimum standards for communities are as follows:

(a) When the Administrator has not defined the special flood hazard areas within a community, has not provided water surface elevation data, and has not provided sufficient data to identify the floodway or coastal high hazard area, but the community has indicated

the presence of such hazards by submitting an application to participate in the Program, the community shall:

- (1) Require permits for all proposed construction or other development in the community, including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas;
- (2) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334:
- (3) Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall (i) be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, (ii) be constructed with materials resistant to flood damage, (iii) be constructed by methods and practices that minimize flood damages, and (iv) be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (4) Review subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed new development is in a flood-prone area, any such proposals shall be reviewed to assure that (i) all such proposals are consistent with the need to minimize flood damage within the flood-prone area, (ii) all public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage. and (iii) adequate drainage is provided to reduce exposure to flood hazards;

- (5) Require within flood-prone areas new and replacement water supply systems to be designed to minimize or eliminate infiltration of flood waters into the systems; and
- (6) Require within flood-prone areas (i) new and replacement sanitary sewage systems to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters and (ii) onsite waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.
- (b) When the Administrator has designated areas of special flood hazards (A zones) by the publication of a community's FHBM or FIRM, but has neither produced water surface elevation data nor identified a floodway or coastal high hazard area, the community shall:
- (1) Require permits for all proposed construction and other developments including the placement of manufactured homes, within Zone A on the community's FHBM or FIRM;
- (2) Require the application of the standards in paragraphs (a) (2), (3), (4), (5) and (6) of this section to development within Zone A on the community's FHBM or FIRM;
- (3) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals base flood elevation data;
- (4) Obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other source, including data developed pursuant to paragraph (b)(3) of this section, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the community's FHBM or FIRM meet the standards in paragraphs (c)(2), (c)(3), (c)(5), (c)(6), (c)(12), (c)(14), (d)(2) and (d)(3) of this section;
- (5) Where base flood elevation data are utilized, within Zone A on the community's FHBM or FIRM:
- (i) Obtain the elevation (in relation to mean sea level) of the lowest floor

(including basement) of all new and substantially improved structures, and

(ii) Obtain, if the structure has been floodproofed in accordance with paragraph (c)(3)(ii) of this section, the elevation (in relation to mean sea level) to which the structure was floodproofed, and

(iii) Maintain a record of all such information with the official designated by the community under §59.22 (a)(9)(iii);

- (6) Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to the Administrator:
- (7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained:
- (8) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- (c) When the Administrator has provided a notice of final flood elevations for one or more special flood hazard areas on the community's FIRM and, if appropriate, has designated other special flood hazard areas without base flood elevations on the community's FIRM, but has not identified a regulatory floodway or coastal high hazard area, the community shall:
- (1) Require the standards of paragraph (b) of this section within all Al-30 zones, AE zones, A zones, AH zones, and AO zones, on the community's FIRM;
- (2) Require that all new construction and substantial improvements of residential structures within Zones A1-30, AE and AH zones on the community's FIRM have the lowest floor (including basement) elevated to or above the base flood level, unless the community

is granted an exception by the Administrator for the allowance of basements in accordance with §60.6 (b) or (c);

- (3) Require that all new construction and substantial improvements of nonresidential structures within Zones A1-30, AE and AH zones on the community's firm (i) have the lowest floor (including basement) elevated to or above the base flood level or, (ii) together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
- (4) Provide that where a non-residential structure is intended to be made watertight below the base flood level, (i) a registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of paragraph (c)(3)(ii) or (c)(8)(ii) of this section, and (ii) a record of such certificates which includes the specific elevation (in relation to mean sea level) which such to structures are floodproofed shall be maintained with the official designated by the community under §59.22(a)(9)(iii);
- (5) Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings

may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

- (6) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites
- (i) Outside of a manufactured home park or subdivision,
- (ii) In a new manufactured home park or subdivision,
- (iii) In an expansion to an existing manufactured home park or subdivision, or
- (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist floatation collapse and lateral movement.
- (7) Require within any AO zone on the community's FIRM that all new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified);
- (8) Require within any AO zone on the community's FIRM that all new construction and substantial improvements of nonresidential structures (i) have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or (ii) together with attendant utility and sanifacilities bе completely floodproofed to that level to meet the floodproofing standard specified in §60.3(c)(3)(ii);
- (9) Require within any A99 zones on a community's FIRM the standards of paragraphs (a)(1) through (a)(4)(i) and (b)(5) through (b)(9) of this section;
- (10) Require until a regulatory floodway is designated, that no new construction, substantial improve-

- ments, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (11) Require within Zones AH and AO, adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.
- (12) Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A-1-30, AH, and AE on the community's FIRM that are not subject to the provisions of paragraph (c)(6) of this section be elevated so that either
- (i) The lowest floor of the manufactured home is at or above the base flood elevation, or
- (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.
- (13) Notwithstanding any other provisions of §60.3, a community may approve certain development in Zones Al-30, AE, and AH, on the community's FIRM which increase the water surface elevation of the base flood by more than one foot, provided that the community first applies for a conditional FIRM revision, fulfills the requirements for such a revision as established under the provisions of §65.12, and receives the approval of the Administrator.
- (14) Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either
- (i) Be on the site for fewer than 180 consecutive days,
- (ii) Be fully licensed and ready for highway use, or
- (iii) Meet the permit requirements of paragraph (b)(1) of this section and the

elevation and anchoring requirements for "manufactured homes" in paragraph (c)(6) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

- (d) When the Administrator has provided a notice of final base flood elevations within Zones A1-30 and/or AE on the community's FIRM and, if appropriate, has designated AO zones, AH zones, A99 zones, and A zones on the community's FIRM, and has provided data from which the community shall designate its regulatory floodway, the community shall:
- (1) Meet the requirements of paragraphs (c) (1) through (14) of this section:
- (2) Select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;
- (3) Prohibit encroachments, including fill, new construction, substantial improvements, and other development within theadopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge:
- (4) Notwithstanding any other provisions of \$60.3, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision, fulfills the requirements for such revisions as established under the provisions of \$65.12, and receives the approval of the Administrator.
- (e) When the Administrator has provided a notice of final base flood elevations within Zones A1-30 and/or AE on the community's FIRM and, if ap-

propriate, has designated AH zones, AO zones, A99 zones, and A zones on the community's FIRM, and has identified on the community's FIRM coastal high hazard areas by designating Zones VI—30, VE, and/or V, the community shall:

- (1) Meet the requirements of paragraphs (c)(1) through (14) of this section:
- (2) Within Zones V1-30, VE, and V on a community's FIRM, (i) obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures, and whether or not such structures contain a basement, and (ii) maintain a record of all such information with the official designated by the community under \$59.22(a)(9)(iii):
- (3) Provide that all new construction within Zones V1-30, VE, and V on the community's FIRM is located landward of the reach of mean high tide;
- (4) Provide that all new construction and substantial improvements in Zones V1-30 and VE, and also Zone V if base flood elevation data is available, on the community's FIRM, are elevated on pilings and columns so that (i) the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level; and (ii) the pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of paragraphs (e)(4) (i) and (ii) of this
- (5) Provide that all new construction and substantial improvements within Zones V1-30, VE, and V on the community's FIRM have the space below the

lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood latticework, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purposes of this section, a breakway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- (i) Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and.
- (ii) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards.

Such enclosed space shall be useable solely for parking of vehicles, building access, or storage.

- (6) Prohibit the use of fill for structural support of buildings within Zones V1-30, VE, and V on the community's FIRM;
- (7) Prohibit man-made alteration of sand dunes and mangrove stands within Zones V1-30, VE, and V on the community's FIRM which would increase potential flood damage.
- (8) Require that manufactured homes placed or substantially improved within Zones V1-30, V, and VE on the community's FIRM on sites
- (i) Outside of a manufactured home park or subdivision,
- (ii) In a new manufactured home park or subdivision,

- (iii) In an expansion to an existing manufactured home park or subdivision or
- (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, meet the standards of paragraphs (e)(2) through (7) of this section and that manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within Zones VI-30, V, and VE on the community's FIRM meet the requirements of paragraph (c)(12) of this section.
- (9) Require that recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's FIRM either
- (i) Be on the site for fewer than 180 consecutive days,
- (ii) Be fully licensed and ready for highway use, or
- (iii) Meet the requirements in paragraphs (b)(1) and (e) (2) through (7) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

- (f) When the Administrator has provided a notice of final base flood elevations within Zones A1–30 or AE on the community's FIRM, and, if appropriate, has designated AH zones, AO zones, A99 zones, and A zones on the community's FIRM, and has identified flood protection restoration areas by designating Zones AR, AR/A1–30, AR/AE, AR/AH, AR/AO, or AR/A, the community shall:
- (1) Meet the requirements of paragraphs (c)(1) through (14) and (d)(1) through (4) of this section.
- (2) Adopt the official map or legal description of those areas within Zones AR, AR/A1-30, AR/AE, AR/AH, AR/A, or AR/AO that are designated developed areas as defined in §59.1 in accordance with the eligibility procedures under §65.14.
- (3) For all new construction of structures in areas within Zone AR that are designated as developed areas and in other areas within Zone AR where the AR flood depth is 5 feet or less:

- (i) Determine the lower of either the AR base flood elevation or the elevation that is 3 feet above highest adjacent grade; and
- (ii) Using this elevation, require the standards of paragraphs (c)(1) through (14) of this section.
- (4) For all new construction of structures in those areas within Zone AR that are not designated as developed areas where the AR flood depth is greater than 5 feet:
- (i) Determine the AR base flood elevation; and
- (ii) Using that elevation require the standards of paragraphs (c)(1) through (14) of this section.
- (5) For all new construction of structures in areas within Zone AR/A1-30, AR/AE, AR/AH, AR/AO, and AR/A;
- (i) Determine the applicable elevation for Zone AR from paragraphs (a)(3) and (4) of this section;
- (ii) Determine the base flood elevation or flood depth for the underlying A1-30, AE, AH, AO and A Zone; and
- (iii) Using the higher elevation from paragraphs (a)(5)(i) and (ii) of this section require the standards of paragraphs (c)(1) through (14) of this section.
- (6) For all substantial improvements to existing construction within Zones AR/A1-30, AR/AE, AR/AH, AR/AO, and AR/A:
- (i) Determine the A1-30 or AE, AH, AO, or A Zone base flood elevation; and
- (ii) Using this elevation apply the requirements of paragraphs (c)(1) through (14) of this section.
- (7) Notify the permit applicant that the area has been designated as an AR, AR/A1-30, AR/AE, AR/AH, AR/AO, or AR/A Zone and whether the structure will be elevated or protected to or above the AR base flood elevation.

[41 FR 46975, Oct. 26, 1976]

EDITORIAL NOTE: For FEDERAL REGISTER citations affecting §60.3, see the List of CFR Sections Affected, which appears in the Finding Aids section of the printed volume and on GPO Access.

§ 60.4 Flood plain management criteria for mudslide (i.e., mudflow)-prone areas.

The Administrator will provide the data upon which flood plain manage-

ment regulations shall be based. If the Administrator has not provided sufficient data to furnish a basis for these regulations in a particular community, the community shall obtain, review, and reasonably utilize data available from other Federal, State or other sources pending receipt of data from the Administrator. However, when special mudslide (i.e., mudflow) hazard area designations have been furnished by the Administrator, they shall apply. The symbols defining such special mudslide (i.e., mudflow) hazard designations are set forth in §64.3 of this subchapter. In all cases, the minimum requirements for mudslide (i.e., mudflow)-prone areas adopted by a particular community depend on the amount of technical data provided to the community by the Administrator. Minimum standards for communities are as follows:

- (a) When the Administrator has not yet identified any area within the community as an area having special mudslide (i.e., mudflow) hazards, but the community has indicated the presence of such hazards by submitting an application to participate in the Program, the community shall
- (1) Require permits for all proposed construction or other development in the community so that it may determine whether development is proposed within mudslide (i.e., mudflow)-prone areas:
- (2) Require review of each permit application to determine whether the proposed site and improvements will be reasonably safe from mudslides (i.e., mudflows). Factors to be considered in making such a determination should include but not be limited to (i) the type and quality of soils, (ii) any evidence of ground water or surface water problems, (iii) the depth and quality of any fill, (iv) the overall slope of the site, and (v) the weight that any proposed structure will impose on the slope;
- (3) Require, if a proposed site and improvements are in a location that may have mudslide (i.e., mudflow) hazards, that (i) a site investigation and further review be made by persons qualified in geology and soils engineering, (ii) the proposed grading, excavations, new

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Legislative Update

DEPARTMENT: County Manager Office **DIVISION:** Business Office - CMO

AUTHORIZED BY: Joe Forte CONTACT: Sabrina O'Bryan EXT: 7224

MOTION/RECOMMENDATION:

Staff is seeking direction from the Board on Federal Legislative Priorities.

County-wide Sabrina O'Bryan

BACKGROUND:

Annually, the Board determines projects that have the highest priority for seeking Federal funding. Staff coordinates with our Federal lobbyist to prepare letters of support to our congressional members. The proposed projects for consideration by the Board are as follows:

State Road 46 - Regional Evacuation Route

Regional Surface Water Facility at Yankee Lake

The Board also determines the top federal legislative issues for monitoring. Staff recommends the following for the Boards consideration:

- Oppose unfunded mandates or any bills that preempt local government authority.
- Support funding of federal grant programs for public safety, emergency management, and affordable housing.
- Three (3%) Percent Withholding Tax on County Purchases: SUPPORT repealing requirement for counties beginning in 2011 to withhold federal taxes on payments for services or products.
- Federal Benefits for Eligible Medicaid and Medicare Eligible Prisoners: SUPPORT
 allowing persons charged and incarcerated, but not convicted, to continue to be eligible
 for federal medical benefits until such time as they may be convicted and sentenced to a
 prison facility.
- Airport & Aviation Reauthorization: SUPPORT reauthorization of federal airport and aviation programs.
 - Airport Improvement Program
 - Rural Airports
- Transportation Reauthorization: SUPPORT reauthorization of federal transportation programs.
 - Distribution formula

- Mass transit/Rail
- Access to Federal Contracts: SUPPORT expanding authorization for local governments to use approved federal contracts and vendors to include conservation and green projects.
- Water Quality Clean Water Restoration Act: SUPPORT legislation that:
 - Clarifies the basis and scope of the Clean Water Act (CWA) jurisdiction, including a more descriptive definition of the jurisdictional waters included within the term;
 - Maintains Congress' policy and CWA provisions that recognize, preserve, and protect the primary responsibilities and rights of states to prevent, reduce, and eliminate pollution and to plan for the development and use (including restoration, preservation, and enhancement) of land and water resources;
 - Establishes specific standards that protect wetlands having significant ecological functions or hydrological connection to navigable waters;
 - Clarifies that CWA jurisdiction does not include isolated, intrastate, non-navigable waters such as isolated ponds, ditches, and other channels containing intermittent or ephemeral water flows occurring during less than 3 months of the year as "navigable waters" or "waters of the United States"; and
 - Relies upon CWA jurisdiction under Congress' commerce power to accomplish the objectives of the CWA and does not add the phrase "activities affecting such waters' to the definition of "navigable waters" or "waters of the United States".

STAFF RECOMMENDATION:

Staff is seeking direction from the Board on Federal Legislative Priorities.

ATTACHMENTS:

1. Seminole County Proposed Letters re: Federal Priorities

Additionally Reviewed By: No additional reviews

SUGGESTED DRAFT LETTER

The Honorable John Mica 2313 Rayburn House Office Building Washington, DC 20515 The Honorable Susan Kosmas 238 Cannon House Office Building Washington, DC 20515

The Honorable Corrine Brown 2336 Rayburn House Office Building Washington, DC 20515

The Honorable George LeMieux 356 Russell Senate Office Building Washington, DC 20510 The Honorable Bill Nelson 716 Hart Senate Office Building Washington, DC 20510

Dear Representative/Senator ----:

As Congress prepares to begin work on appropriations legislation for FY 2011, I am writing to bring to your attention Seminole County's federal funding requests for the upcoming year.

STATE ROAD 46 – REGIONAL EVACUATION ROUTE (SR 415 TO CR 426)

The County respectfully requests \$2 million under the Transportation, Community, and System Preservation account in the FY 2011 Transportation and Housing and Urban Development Appropriations bill for the design of State Road 46, which expands State Road 46 to 4-lanes from State Road 415 to County Road 426. With your help, this project received \$500,000 in FY 2008.

Widening State Road 46 would significantly improve travel on a regional basis and provide an upgraded hurricane evacuation route. The total cost of the project is \$106 million, with the cost breakdown as follows: design - \$7 million; right-of-way - \$25 million; and construction and inspection - \$74 million. The project in Seminole County was approved and adopted by the Metro Plan Orlando Board in 2009 as part of the Long Range Plan year 2030.

The County expects the funds to be provided by the Florida Department of Transportation which would be the agency to implement the project since it is a State roadway and serves traffic on a regional basis. As an evacuation route, it directly serves Orange, Seminole, Volusia and Brevard Counties. Indirectly, it would serve as a primary or secondary route for other coastal Counties along the east coast of Florida.

REGIONAL SURFACE WATER FACILITY AT YANKEE LAKE

The County respectfully requests \$2 million under the Army Corps of Engineers Construction Account (219 project) in the FY 2011 Energy and Water Development Appropriations bill for a Regional Surface Water Facility at Yankee Lake. In addition, the County requests \$500,000 under the State and Tribal Assistance Grant account in the FY 2011 Interior and Environment Appropriations Bill for the project.

The project is addressed in the Seminole County Comprehensive Plan and St. John's River Water Management District Water Supply Plan. The 2007 Water Resources Development Act (P.L. 110-114) included the "East Central and Northeast Florida" provision which authorized projects like this in Seminole County. This authorization allows the Corps of Engineers to partner with the County and perform work on the project.

Funds requested would go toward the construction of a new regional alternative water treatment facility allowing Seminole County and other Central Florida regional utilities to meet state initiatives to reduce the reliance on groundwater. This new facility will include a river intake, raw water pump station, and a pipeline to convey the raw water from the St. Johns River to the new treatment facility. The project will reduce Seminole County's reliance on fresh groundwater by increasing the production of reclaimed water and will protect the Wekiva Basin springflow.

The total cost for this project is \$68 million. The County was awarded \$7.5 million by the St. Johns River Water Management District, through the Florida Water Protection and Sustainability Program, the purpose of which is to provide cost-share funding for construction of alternative water supply projects. Seminole County is prepared to provide the remaining \$56.5 million in matching funds.

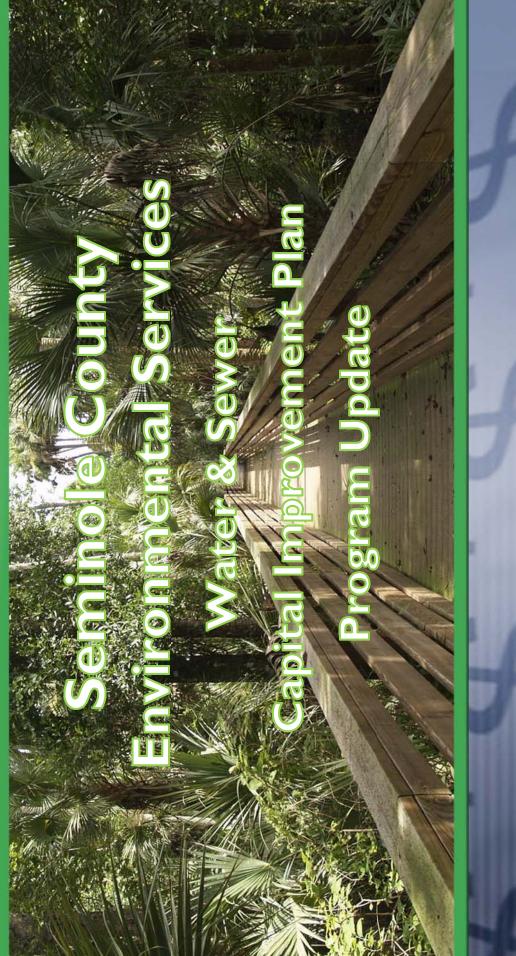
On behalf of Seminole County, we are very appreciative of your representation and work on our behalf. We look forward to working with you throughout the year. In the meantime, if you have any questions, please contact our Washington representatives Skip Bafalis or Jim Davenport at 703-841-0626 or Joseph Forte, Interim County Manager at 407-665-7210.

Sincerely,

Bob Dallari, Chairman

cc: Skip Bafalis & Jim Davenport, Alcalde & Fay





January 12, 2010

Program Update Agenda

- Introduction
- Program Update
- CIP Funds Status
- 2010 CIP Revalidation
- Summary

Introduction

- Substantial CIP Progress
- \$175M Expended/Encumbered to Date (Since FY06)
- Infrastructure Delivery
- Construction Completed:
- I10 Projects Worth \$55M
- Construction In Progress:
 - 8 Projects Worth \$56M
- Being Executed in Favorable Economic **Environment**
- Still Very Competitive Market
- Ready to Proceed With 2nd Bond
- · Ist Bond Funds Approaching Full Allocation

CIP Funds Status

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Remaining Under Contract

+\$64M

SUBTOTAL (Obligated Funds)

\$175M

Total Avail Funds (FY06-10) Approx \$239M

-\$175M

\$64M

Remaining Available Funds

Total Obligated Funds

Plan For Available Funds

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- Urgent Regulatory Projects
- Agreements
- Current/Pending Contract Commitments
- Contingency for Current Contracts

\$1-M \$36M \$4M \$7M \$64M

CIP Revalidation/Reprioritization

- Revalidates/Reprioritizes Remaining Projects Annual Validation: Each Year The Program
- Updating Scopes, Cost Estimates and Schedule
- Addressing Changing Requirements, Regulations, Market Conditions, etc.

2010 Validation

- Conducted Significant Reprioritization of Future Projects
- Moved Most Critical Regulatory Projects Forward
- Deferred Less Urgent Projects
- Incorporated Results of Reclaimed Master Plan Update
- Utilized Updated Escalation & Contingency Factors

2010 Validation Results

- Total Revalidated CIP 2006 2015 = \$380M
- Reduced from \$403M (Validation 2009) Due to Favorable Market Conditions
- Does Not Include:
- Potable Surface Water Supply Project
- · Water Quality Master Plan (WQMP) Phase 2 Requirements
- Majority of Projects Are Regulatory ICUP Driven
- 14 (of the 100) CIPs Had A Variance In Cost of +/-\$IM (06-15) Compared to 2009 Validation Results

2010 Validation Issues

- Products (DBPs) and Hydrogen Sulfide (H2S) Upgrade Projects to Reduce Disinfection By-Acceleration of Water Treatment Plant
- New EPA/FDEP Rules Go Into Effect 2012/2013
- Require Major Upgrades To All 4 Regional WTFs:
- Markham Regional, Southeast Regional, Country Club and Lynwood WTFs
- Total Estimated Design & Construction Value: \$86M
- Designs Will Utilize Existing 1st Bond Funds
 - (Via Design Consultants Contract PS-1529)
 Construction Will Utilize 2nd Bond Funds

2010 Validation Issues

- Deferral of Residential Reclaimed Retrofits
- Based on Results of Reclaimed Master Plan Update
- Flattened Growth Will Decrease Reclaimed Supply
- CUP Based On All 5 Phases In Place By 2015
- Deferring Phases 3-5 Takes Advantage of Decreased Urgency While Balancing to Projected Needs
- Phases 3-5 Construction Now Slated for 2012/2013 Timeframe
- Current Status:
- Phase 3 & 4: Under Design
- Phase 5: Not Yet Started

CIP Summary

- 73% of Existing Funds (FY06 To Date) Have Been Executed (\$175M of \$239M)
- \$70M Revenue Bond Expected By Mar 10
- CIP Execution Rampdown To Sustainment Levels (i.e. \$10-20M/Year) Envisioned to **Begin Around FY13**
- Future Requirements:
- Yankee Lake Potable Water Supply Project
- Review of WQMP Phase 2 Potential Projects

Pgm Mgmt WO (Non-WO 20 Projects)

- T&M WO To Proceed With Execution of Remaining Funded Projects
- Envisioned To Fill Gap Between WO20 and 2nd Bond WO

Construction

- Yankee Lake WRF Upgrade (Bid Phase)
- Indian Hills WTP Upgrade (Bid Phase)
- Lake Harriet Transmission Main (Bid Phase)
- Red Willow Pump Station

Design

- WTP DBP Reduction Upgrades (SER, C Club, Lynwood)
- SR 46 Force Main Upgrade
- Lake Hayes Water Restoration
- Pump Station Standards

Future Pgm Mgmt WO (2nd Bond)

- T&M WO To Continue With Program, Including 2nd Bond Projects
- Envisioned To Cover Approximately One Year

Construction

- WTP DBP Reduction Upgrades (Markham, SER, C Club, Lynwd)
- Yankee Lake WRF Upgrade
- SR 46 Force Main Upgrade

Design

- Heathrow Master Pump Station Upgrade
- Heathrow Wellfield Redirect to Markham WTP
- Apple Valley Connect to Sanlando

Summary

- 2010 Validation
- Request BCC Concurrence Today w/2010 Validation Plan
- 1/26: Will Request BCC Approval of BCR/BAR to Align CIP **Budgets w/2010 Validation Plan**
- Program Management Work Orders
- Request BCC Concurrence Today To Proceed w/PM WO For Remaining Funded Projects
- When 2nd Bond Funds Are Available, Will Negotiate PM WO to Continue w/Program