

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, MARCH 11, 2008
COUNTY SERVICES BUILDING
BCC CHAMBERS – ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA**

Convene BCC Meeting at 9:30 A.M.

Opening Ceremonies

- **Invocation**
- **Pledge of Allegiance**

Awards and Presentations

1. **Resolution** – Proclaiming the month of March as "American Red Cross Month".
2. **Resolution** – Supporting the creation of a Florida Forever Land Conservation Successor program.
3. **Presentation** - Status report on myregion.org - Presented by Shelley Lauten, Director.

Consent Agenda

County Manager's Consent Agenda (Items No. 4 - 26)

County Manager Office

4. Confirm appointment of Frank Raymond as Administrative Services Director effective March 12, 2008. (Cynthia Coto)

Administrative Services

Purchasing and Contracts

5. Assignment of PS-1167-06/BHJ - Residential Reclaimed Water Main Retrofit Phase II / Alaquá Lakes Subdivision from Rockett & Associates, Winter Park, Florida to Woolpert, Inc, Orlando, Florida. (Ray Hooper)
6. Assignment of RFP-0411-97/BJC - Information Services and Systems Agreement from HTE, Inc. , Lake Mary, Florida, to SunGard Public Sector, Lake Mary, Florida. (Ray Hooper)
7. Approve the negotiated rates and award PS-2468-07/BHJ - Master Agreement for National Pollutant Discharge Elimination System (NPDES) Services with CDM, Inc. of Orlando; MACTEC Engineering & Consulting (MACTEC), Inc. of Orlando; and BCI Engineers & Scientist (BCI), Inc. of Orlando (Estimated Annual Usage of \$475,000.00). (Ray Hooper)

8. Approve renewals for multiple Consultants under PS-1529-06/DRR - Master Agreement for Environmental Services Department Continuing Engineering Services for Capital Improvement Projects. In addition, approve the assignment of Rockett & Associates to Woolpert, Inc. of Orlando, Florida. (Ray Hooper)
9. Approve Amendment #1 to RFP-4214-04/TLR - Security Repairs, Maintenance and Upgrades Agreement with Site Secure, Inc., Sanford, Florida, to increase rates as identified in the revised Exhibit C included in the Amendment. Also, approve the revised Estimated Annual Usage of \$750,000.00. (Ray Hooper)
10. Approve Amendment #1 to RFP-600192-07/BJC with Sharon Cameron, Orlando, Florida, to increase the not to exceed amount budgeted annually in excess of \$100,000.00 for web programming services. (Ray Hooper)
11. Approve Change Order #3 to CC-0751A-06/TLR with Gibbs & Register, Inc of Winter Garden, Florida, in the amount of \$272,228.00 to provide for the modification to drainage structure S-209, Powder Coat Aluminum Handrail, drainage structure S-101A and quantity overruns and underruns due to actual field measurements and add thirteen days to completion, which extends the final completion date to March 27, 2008. Project is located on Old Lake Mary Road. (Ray Hooper)

Community Service
Community Assistance

12. Approve and authorize the Chairman to execute the Seminole County/ Homeless Services Network of Central Florida, Inc. Shelter Plus Care Program Subrecipient Restated Agreement Program Year 2005-2006. (Buddy Balagia)

Environmental Services
Business Office

13. Approve the Release of the original Water and Sewer Maintenance Bond in the amount of \$54,283.07 for the project known as Hawthorne Glen. District 1 – Dallari (Bob Briggs)
14. Approve termination of the Conditional Utility Agreement for Sewer Service for the project known as Lake Club which will result in a refund of the Sewer Connection Fee in the amount of \$12,600.00. District 5 – Carey (Bob Briggs)

Planning Engineering Inspections

15. Approve and authorize the Chairman to execute Exhibit G to the Conditional Utility Agreement for Sewer Service (Oviedo Marketplace Parcel 16) for relocation and extension of an 8" force main. Reimbursement of fees per this agreement will not exceed \$66,809.33. District 1 – Dallari (Bob Briggs)

Solid Waste Management

16. Approve renewal of Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services, as amended, with Waste Pro of Florida, Inc., for a period from October 1, 2007 to September 30, 2008. (Richard Meinert)

Fiscal Services

Administration – Fiscal Services

17. Approve and authorize the Chairman to execute a grant agreement with the Florida Department of Environmental Protection in acceptance of \$148,500.00 in grant funds for the Big Tree Park Trailhead. (Jennifer Bero)

Budget

18. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-45 in the amount of \$37,120.00 through various funds to increase funding for training to be reimbursed by Workforce Central Florida. (Lin Polk)
19. Approve and authorize the Chairman to execute the Budget Change Request #08-14 to the EMS Trust Fund in the amount of \$28,500.00 to provide funding for the purchase of four (4) Advanced Manikin Simulators. (Lin Polk)
20. Approve and authorize the Chairman to execute Budget Change Request #08-15 in the Water and Sewer Bonds/Series 2006 and Water and Sewer Operating Fund for the total amount of \$1,301,022.00, to increase funding for capital projects. (Lin Polk)
21. Approve and authorize the Chairman to execute Budget Change Request #08-16 through the 1991 Infrastructure Sales Tax Fund in the amount of \$230,936 to recognize the cancellation of the I-4 Pedestrian Bridge Lighting project and reallocating the available funds to Project Contingency. (Lin Polk)

Development Review

22. Approve and authorize the Chairman to execute the minor plat for ALDI Foods for one (1) lot on 2.17 acres zoned PCD (Planned Commercial Development), located at the northwest corner of State Route 46 and Monroe Road, within West Lake Super Center PCD; in Section 16, Township 19 S, Range 30 E. District 5 – Carey (ALDI (FLORIDA) LLC) (Alan Willis)
23. Authorize the release of Performance Bond #1007168 in the amount of \$6,600.00 for the Lake Forest Commercial Lot 3 Fill Permit. (Orlando Lake Forest Joint Venture), District 5 – Carey (Alan Willis)
24. Authorize the release of Irrevocable Letters of Credit numbered 55101278 and 55101279 for the Grande Oaks at Heathrow Subdivision. (Kolter Communities, LLC) District 5 – Carey (Brian Walker)
25. Approve and authorize the Chairman to execute the final plat for the Savannah Park subdivision located on the west side of International Parkway between Wilson Road and Wayside Drive in Section 30, Township 19, Range 30. District 5 – Carey (Brian Walker)

Planning

26. Approve the request by Bennigan's Restaurant, applicant; for a Special Event permit for a St. Patrick's Day Event to be held at 4520 W. SR 46 on March 17, 2008 from 4pm to 12am. District 5 – Carey (Austin Watkins)

County Attorney's Consent Agenda (Item No. 27)
County Attorney's Office

Litigation

27. **Wharton-Smith Properties, LLLP Properties** - Approval of a proposed negotiated settlement relating to Parcel Numbers 129/729 and 132/732 of the County Road 15 road improvement project. The proposed settlement is at the total sum of \$223,052.95 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to these parcels. Judge Dickey.
District 5 – Carey (Bob McMillan)

Constitutional Officers Consent Agenda (Item No. 28)
Clerk's Office (Maryanne Morse, Clerk of the Court)

28. Approval of Expenditure Approval Lists dated February 11 & 18, 2008 and Payroll Approval List dated February 7, 2008; approval of Official Minutes dated February 12, 2008; Clerk's "Received and Filed" - for information only.

Regular Agenda

29. Board direction on accepting the settlement offer of \$4,000.00 for the Condemnation lien and interest totaling \$10,100.33, on the property owned by Wayne Cleveland, 1109 First Drive, Sanford as offered. District 5 – Carey (Dori DeBord)

County Manager's Briefing

30. Update on the progress and status of the Strategic Planning Initiative.
(Sabrina O'Bryan)

County Attorney's Briefing

Legislative Update

31. Staff to update Board on legislative activities. (Sabrina O'Bryan)

Chairman's Report

District Commissioner's/Committee Reports

County Manager'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.

RESOLUTION NO. 2008- R_____

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE
COUNTY, FLORIDA, ON THE 11TH DAY OF MARCH, A.D. 2008**

WHEREAS, the American Red Cross of Central Florida has been serving Seminole County since 1917, and the chapter celebrated its 90th anniversary last October 23rd; and

WHEREAS, the American National Red Cross was founded in 1881 by Clara Barton, chartered and authorized by Congress to act in times of need, with the mission of providing relief to victims of disasters and helping people prevent, prepare for, and respond to emergencies; and

WHEREAS, last year the local Red Cross helped 467 Central Florida families with food, clothing, shelter, medications, recovery planning, and mental health support in response to more than 239 single and multi-family fires and other local disasters; and

WHEREAS, last year the American Red Cross of Central Florida trained 19,127 people in lifesaving skills such as first aid, CPR, the use of automated external defibrillators (AEDs) and water safety; and

WHEREAS, last year the American Red Cross of Central Florida helped more than 1,931 local military families during emergencies, delivering urgent communications to deployed U.S. Armed Forces members and providing counseling and other social services; and

WHEREAS, the American Red Cross of Central Florida serves our community 365 days a year thanks to the support of trained volunteers and generous individuals, companies and foundations that make financial donations to the organization.

NOW, THEREFORE, BE IT RESOLVED, that the members of the Board of County Commissioners do hereby acknowledge the month of March as:

“American Red Cross Month”

BE IT FURTHER RESOLVED, that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court of Seminole County Florida.

ADOPTED this 11th day of March, 2008 A.D.

* * * * *

ATTEST:

Maryanne Morse, Clerk of the
Board of County Commissioners
Seminole County, State of Florida

Brenda Carey, Chairman
Board of County Commissioners

Resolution No. _____

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE
COUNTY, FLORIDA, AT THEIR REGULAR MEETING OF
MARCH 11, 2008**

WHEREAS, the Florida Forever program and its predecessor Preservation 2000 program have immeasurably contributed to environmental health, quality of life, recreation, and sustainability in Florida for this and future generations, and; and

WHEREAS, Florida Forever has acquired over 600,000 acres throughout Florida since 2000 and allocates \$300 million annually to purchase environmentally sensitive and other lands, and has done so through numerous successful partnerships with cities, counties, state agencies, water managements districts, nonprofit organizations, private landowners, and others in achieving its conservation purposes; and

WHEREAS, Florida Forever, through its partnerships with the Florida Department of Environmental Protection, Water Management Districts, and others, produces benefits that include clean air and water; healthy fisheries and wildlife habitat; improved water supply protection; and protected open spaces including greenway corridors, park lands, forests, and waterbodies; and

WHEREAS, Florida Forever, through the Florida Communities Trust, has assisted Florida's cities and counties in protecting their cultural and historical resources, meeting the challenges of growth management, directing development away from coastal high hazard areas and floodplains; fostering a healthier lifestyle for Floridians; and providing recreational outdoor experiences in both urban and rural settings; and

WHEREAS, Florida Forever has helped to save many of Florida's beaches, rivers, bays, forests, coral reefs and estuaries that provide the foundation for our \$3 billion tourism industry that attract more than 70 million visitors each year; and

WHEREAS, more than 50 Florida local governments have enacted land acquisition financing programs in the past decades, and this conservation finance programs serve to leverage Florida Forever funding and increase the impact of State land conservation funding; and

WHEREAS, Florida is experiencing rapid population growth, with approximately 1,100 new residents every day; and Floridians demand a high quality of life that includes green space, access to water, pastoral settings and recreational opportunities; and

WHEREAS, Florida Forever and other land conservation programs must compete in a land and housing market that has escalated dramatically in recent years; and

WHEREAS, the effectiveness of Florida Forever has diminished because of escalating land prices and the impacts of inflation; and

WHEREAS, the funding for the Florida Forever Program will sunset in 2010; and

WHEREAS, research by the Florida Forever Coalition has found that over \$20 billion is currently needed to purchase parks and recreational facilities, wildlife and wilderness areas, and open space for our state's increasing population; and

WHEREAS, a 2007 public opinion survey conducted by members of the Florida Forever Coalition found that more than 70% of Florida's voters approve of the Florida Forever program; and

WHEREAS, the benefits of Florida Forever have included the purchase in such valuable local resources as Spring Hammock Preserve, Crockett properties (Lake Harney Wilderness Area) and Jetta Point.

NOW, THEREFORE, BE IT RESOLVED the Board of the County Commissioners of Seminole County hereby declares its support to the Florida Legislature for the creation and funding of a successor program to the Florida Forever program and requests its legislative delegation to advocate for the creation and funding of a successor program to Florida Forever.

ADOPTED this 11th day of March, 2008 A.D.

ATTEST:

Maryanne Morse, Clerk of the
Board of County Commissioners
Seminole County, State of Florida

Brenda Carey, Chairman
Board of County Commissioners

PRESENTATION

myregion.org Group – Update Board of County Commissioners on current status.

Presented by:

Shelley Lauten, Director
myregion.org

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Confirm Appointment of Administrative Services Director

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: Sharon Peters

EXT: 7211

MOTION/RECOMMENDATION:

Confirm appointment of Frank Raymond as Administrative Services Director effective March 12, 2008.

County-wide

Cynthia Coto

BACKGROUND:

In accordance with Section 2.3B(1) of the Seminole County Charter, this is to request the Board of County Commissioner's confirmation of the appointment of Frank Raymond, as the Administrative Services Director, at an annual salary of \$97,035.00.

Mr. Raymond's resume is attached for the Board's review.

STAFF RECOMMENDATION:

Staff recommends confirmation of the appointment of Frank Raymond as Administrative Services Director effective March 12, 2008.

ATTACHMENTS:

1. Resume

Additionally Reviewed By: No additional reviews

ADMINISTRATIVE SERVICES DEPARTMENT



January 11, 2008

Dear Cindy,

Please accept my resume and formal application for the position of Director of Administrative Services.

I have had the privilege of serving as Acting Director since September 2007, which has allowed me the opportunity to be immersed in the work environment, participate with your leadership team and, literally, do the job for which I am now applying. It has also allowed you and your leadership team to witness my style, abilities and work product.

Because of these unique opportunities, I feel that I can contribute to the County in the capacity of Director of Administrative Services and am eager to move forward with that effort. I would be honored to be chosen for this position, and would look forward to the esprit de corps and the continuing feeling of accomplishment I have found while serving in an Acting capacity. I feel that my background and abilities are commensurate with the many challenges of the position, especially in these troubled economic times. Therefore, I respectfully submit my application for this position.

Sincerely,



Frank Raymond

Frank M. Raymond, CGC
724 Tigris Lane, Lake Mary, FL 32746

frank_raymond@bellsouth.net
407-688-0923

OBJECTIVE:

Seeking a position with expanded management responsibilities in government, allowing experience in contract and project management, fleet management, budget planning, and purchasing to add to organizational growth, efficiency, and to reduce costs.

QUALIFICATIONS:

An articulate, inventive and highly analytical Manager with a proven track record of cost savings and problem solving. Demonstrated the ability to reduce costs through purchasing management, construction management and contract negotiations. Strengths and qualities include:

Negotiating	Purchasing
Project Management	Process Improvement
Cost Analysis	Asset Management
Problem Solving	Inventive Designs

PROFESSIONAL EXPERIENCE:

Fleet/Facilities Division Manager – Acting Department Director May, 2007 to Present **Seminole County Administrative Services Department, Sanford, FL.**

The Fleet Division was combined in May of 2007 with the Facilities Management Division, making the Fleet/Facilities Division responsible for the Fleet of vehicles and equipment, as described, below, in addition to the maintenance and management of all County buildings and Facilities as well as responsibility for all vertical construction management. Currently, this includes approximately 224 buildings, representing over 2.2 million square feet of space under roof, and approximately \$65M of vertical construction underway or in process. In September of 2007 I became Acting Director of the Administrative Service Department, which includes the following Divisions: Fleet/Facilities Division, Support Services, Purchasing, and Administration.

Fleet Coordinator-Construction Manager –Fleet Manager 2002 – May, 2007 **Seminole County Administrative Services Department, Sanford, FL.**

Responsible for all purchases of capital equipment for municipal fleet of more than 2,000 vehicles and pieces of equipment. Review all invoices and approve prior to payment. Within first 4 months of employment, obtained over \$405,000.00 in refunds from past fuel taxes. Promoted to Construction Manager in January 2003. Successfully handled the \$44M Courthouse Project, \$4.2M Juvenile Justice Center and various smaller projects as project manager/construction manager. Promoted to Fleet Manager in March of 2005 – responsible for all management of the Seminole County Fleet Services Division, including purchasing, fleet performance, personnel, outsource contractor oversight, etc.

Vice President 2001 - 2002 **New Century Builders, Inc., St. Petersburg, FL.**

Vice President of commercial contractor, building and remodeling restaurants, homes, office buildings, and warehouses in the Tampa Bay area. Responsibilities include estimating/bidding, subcontract negotiations, project/contract/financial management and customer relations.

Fleet Manager 1995 – 2001 **City of Clearwater, Clearwater, FL.**

Manager of municipal fleet of 1,500 vehicles and heavy equipment, as well as an 800 MHz radio system with 2 transmitting towers and 1,300 radios. Full purchasing, personnel management and budgeting responsibilities. Handled Emergency Preparedness duties with CPD. In 1996/97, acted as **Construction Manager** for the construction of municipal building projects valued at \$35M.

Sales Representative

1993 – 1995

Jim & Slim's Supply, Largo, FL.

Became top grossing outside sales representative for construction supplies, equipment and tools firm. Responsibilities included developing new accounts, servicing existing accounts and monitoring of payables.

Project Manager/Superintendent

1991 - 1993

Sound Construction Group, Inc., Clearwater, FL.

Bid and build site packages, commercial buildings, country club facilities and health clubs. Responsibilities included estimating/bidding, project management and site supervision.

Fleet Manager /Purchasing Director

1990 - 1991

S & E Contractors, Inc., Clearwater, FL.

Fleet Manager for fleet of heavy construction equipment and vehicles sufficient to complete \$35M worth of contracts annually. Responsibilities included **physical plant**, acquisition, disposition, **purchasing**, personnel and payroll responsibilities for 25 employees.

Equipment Manager

1985 – 1990

The Driggs Corporation, Capital Heights, Md.

Equipment Manager responsible for over 600 pieces of heavy construction equipment valued in excess of \$50M, sufficient to complete projects worth \$200M annually. Full purchasing, budgeting and personnel management responsibilities. Responsible for facilities maintenance, telecommunications and computer network. Instituted the first automated data system, bringing financial accountability to \$10M budget.

Project Manager/Purchasing Agent/Equipment Manager

1971 - 1985

Blake Construction Co., Inc., Landover, Maryland

Direct responsibility for vehicle and equipment fleet valued at (approx.) \$5,000,000.00, including repair and maintenance activities, equipment utilization and personnel management. Manage various sub-contracts, such as concrete forming and shoring subcontractor, concrete pumping and placing, etc. Direct purchasing of materials, equipment and services, in the amount of \$2,000,000.00 plus annually. Provided legal liaison and technical assistance in the preparation of claims.

EDUCATION / TRAINING:

- **Florida State Certified General Contractor:** CG-C060209
- **Gettysburg College:** Liberal Arts.
- **University of Maryland:** Symbolic Sentential Logic, Economics, and Business Law.
- **Barry University:** Degree (4 yr.) in Professional Studies/Administration, 12/06.
- **Cyberscience Administrator.**
- **Novell System Administration.**
- **Executive Committee Member FleetAnywhere User's Group**

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Assignment of PS-1167-06/BHJ - Residential Reclaimed Water Main Retrofit Phase II / Alaqua Lakes Subdivision

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Diane Reed

EXT: 7120

MOTION/RECOMMENDATION:

Assignment of PS-1167-06/BHJ - Residential Reclaimed Water Main Retrofit Phase II / Alaqua Lakes Subdivision from Rockett & Associates, Winter Park, Florida to Woolpert, Inc, Orlando, Florida.

County-wide

Ray Hooper

BACKGROUND:

PS-1167-06/BHJ provides the services of a professional engineering consultant in connection with the design and construction of residential reclaimed water service retrofits in the Alaqua Lakes Subdivision.

Rockett & Associates has been purchased by Woolpert, Inc, who has agreed to take over this Agreement with the same term and conditions as awarded by the Seminole County Board of County Commissioners on October 24, 2006. The attached backup documentation includes a copy of Woolpert, Inc's, letter dated December 24, 2007.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the assignment of PS-1167-06/BHJ - Residential Reclaimed Water Main Retrofit Phase II / Alaqua Lakes Subdivision from Rockett & Associates, Winter Park, Florida to Woolpert, Inc, Orlando, Florida.

ATTACHMENTS:

1. Assignment from Rockett to Woolpert
2. PS-1167-06 Backup Documentation

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**ASSIGNMENT OF ENGINEERING SERVICES AGREEMENT
RESIDENTIAL RECLAIMED WATER MAIN RETROFIT - PHASE II
(ALAUQUA LAKES SUBDIVISION)
(PS-1167-06/BHJ)**

THIS ASSIGNMENT is made and entered into this ____ day of _____, 20__, by and between **ROCKETT & ASSOCIATES, INC.**, whose address is 1685 Lee Road, Suite 100, Winter Park, Florida 32789, hereinafter called "ASSIGNOR", **WOOLPERT, INC.**, whose address is 11315 Corporate Blvd., Suite 115, Orlando, Florida 32817-8340, hereinafter called "ASSIGNEE," 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 "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY and ASSIGNOR entered into the Engineering Services Agreement (PS-1167-06/BHJ) on December 13, 2006, whereby ASSIGNOR agreed to provide COUNTY with engineering services for the residential reclaimed water main retrofit - Phase II for the Alauqua Lakes Subdivision; and

WHEREAS, ASSIGNOR, as of December 1, 2007, wishes to assign its rights, duties and obligations under that Agreement to the ASSIGNEE; and

WHEREAS, both majority shareholders and executives of ASSIGNOR desire this assignment; and


WHEREAS, Section 16 of the Engineering Services Agreement entered into between COUNTY and ASSIGNOR on December 13, 2006, requires that the Agreement not be assigned by the parties without prior written consent of the other party, and in such cases, only by a document of equal dignity therewith; and

WHEREAS, COUNTY, ASSIGNOR and ASSIGNEE all feel that assignment of this Agreement to ASSIGNEE will best serve the needs of all parties,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY, ASSIGNOR and ASSIGNEE agree as follows:

(1) ASSIGNOR assigns all of its rights in that certain Agreement with the COUNTY, dated December 13, 2006, for Engineering Services (PS-1167-06/BHJ) to ASSIGNEE, effective immediately.

(2) ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Agreement dated December 13, 2006 to be performed on the part of ASSIGNOR, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Agreement, effective immediately.

(3) COUNTY hereby consents  to the foregoing assignments between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Agreement dated December 13, 2006.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment on the date below written.

ATTEST:

ROCKETT & ASSOCIATES, INC.

By: _____

(CORPORATE SEAL)

Date: _____

ATTEST:

WOOLPERT, INC.

By: _____

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



By: _____

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BRENDA CAREY, 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

AEC:sjs
2/15/08

P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\PS-1167-06 Assignment.doc

December 24, 2007

Seminole County
Purchasing Division
1101 E. 1st Street, Room 3208
Sanford, Florida 32771



WOOLPERT, INC.

11315 Corporate Blvd. Ste 115

Orlando, Florida 32817-8340

407-381-2192

Fax: 407.384.1185

www.woolpert.com

**RE: Contract No. PS 1167-06/BHJ
Residential Reclaimed Water Main Retrofit
Phase II / Alaqua Lakes Subdivision**

**Contract No. PS 1529-06/DRR
Continuing Engineering Services for Capital Improvement Projects**

To Whom It May Concern:

I am writing to request the assignment of the remaining services on the Contract Numbers referenced above with Rockett & Associates, Inc. to Woolpert, Inc as well as new tasks/work orders that would be initiated under those contracts. On December 1, 2007, Woolpert purchased a majority of the assets of Rockett & Associates and the former employees of Rockett & Associates have transitioned to Woolpert.

With over 800 staff, Woolpert provides a wide variety of services to our clients ranging from architectural, engineering, and surveying to aerial photography/mapping and GIS/IT services. Although Woolpert is a national firm, Woolpert has a strong presence in Florida with offices in Orlando and Miami and approximately 60 staff between the two offices. As such, Woolpert can provide the convenience of a local firm with the depth of experience of a national firm. At your convenience, please check out Woolpert's website at www.woolpert.com to learn more about Woolpert.

Upon your consent, Woolpert agrees to perform the remaining services and any new tasks/work orders in accordance with the terms and conditions of the Contracts. If you are in agreement with the assignment of the remaining services on the Contracts, please indicate your acceptance below. If a more formal assignment process is required, please provide the necessary forms for us to complete and return.

Should you need any additional information, please do not hesitate to contact me at 407.381.4208 or rex.cowden@woolpert.com.

Sincerely,

WOOLPERT, INC.

Rex Cowden
Chief Executive Officer

Copy: R. Kent Veech, P.E.

**I approve the assignment of the remaining
services on the contracts identified above to
Woolpert, Inc.**

SEMINOLE COUNTY

Signature of Authorized Representative

Printed Name

Date



December 24, 2007

Seminole County
Purchasing Division
1101 E. 1st Street, Room 3208
Sanford, Florida 32771

Re: Contract No. PS 1167-06/BHJ
Residential Reclaimed Water Main Retrofit – Phase II / Alaquá Lakes Subdivision

Contract No. PS 1529-06/DRR
Continuing Engineering Services for Capital Improvement Projects

To Whom It May Concern:

I am writing to confirm that a majority of the assets of Rockett & Associates, Inc. were purchased by Woolpert, Inc. on December 1, 2007. In addition, the employees of Rockett & Associates transitioned to Woolpert. As a result, Rockett's project management staff, supervision, and client service staff, including myself with continue to work on completion of the projects upon consent of the assignment of the remaining services under the contracts to Woolpert.

A separate request from Woolpert, Inc. shall be submitted to Seminole County to request the assignment of the remaining services of Contract Nos. PS 1167-06/BHJ and PS 1529-06/DRR as well as any new task/work orders under those contracts. By this letter, Rockett & Associates hereby consents to such assignment to Woolpert upon approval by the County.

Should you need addition information, please let me know.

Sincerely,
Rockett & Associates, Inc.

A handwritten signature in cursive script, appearing to read 'R. Kent Veech'.

R. Kent Veech, P.E.
(Former Vice President of Rockett & Associates, Inc.)

Cc: Rex Cowden, CEO
Woolpert, Inc.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Assignment of RFP-411-97/BJC -Information Services and Systems Agreement

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Robert Bradley

EXT: 7113

MOTION/RECOMMENDATION:

Assignment of RFP-0411-97/BJC - Information Services and Systems Agreement from HTE, Inc. , Lake Mary, Florida, to SunGard Public Sector, Lake Mary, Florida.

County-wide

Ray Hooper

BACKGROUND:

RFP-411-97/BJC provides hardware and software for the County's Information and Services Systems through the County's Information and Technology Services Department.

HTE, Inc. was purchased by SunGard Public Sector, Inc., a firm that has agreed to take over the Agreement with the same terms and conditions as awarded by the Seminole County Board of County Commissioners on June 24, 2003. The attached backup documentation includes a copy of SunGard Public Sector, Inc. letter dated February 11, 2008. The current Agreement period will expire on September 30, 2008, and the County has the option to exercise two (2) one year each renewals.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the assignment of RFP-0411-97/BJC - Information Services and Systems Agreement from HTE, Inc. , Lake Mary, Florida, to SunGard Public Sector, Lake Mary, Florida.

ATTACHMENTS:

1. Assignment from HTE to Sunguard Public Sector
2. RFP-411-97 Agenda Backup

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**ASSIGNMENT OF INFORMATION SERVICES AND SYSTEMS AGREEMENT
(RFP-411-97/BJC)**

THIS ASSIGNMENT is made and entered into this ____ day of _____, 20__, by and between **HTE, INC.**, whose address is 1000 Business Center Drive, Lake Mary, Florida 32746, hereinafter called "ASSIGNOR", **SUNGARD PUBLIC SECTOR, INC.**, whose address is 1000 Business Center Drive, Lake Mary, Florida 32746, hereinafter called "ASSIGNEE," 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 "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY and ASSIGNOR entered into an Information Services and Systems Agreement (RFP-411-97/BJC) on September 10, 1997, as amended, whereby ASSIGNOR agreed to provide COUNTY with services, hardware and software for the COUNTY's Information Services Technology Department on a continuing basis; and

WHEREAS, ASSIGNOR, as of January 1, 2008, wishes to transfer its rights, duties and responsibilities under said Agreement to the ASSIGNEE; and

WHEREAS, both majority shareholders and executives of ASSIGNOR desire this assignment; and

WHEREAS, Section 13 of the Agreement dated September 10, 1997 between COUNTY and ASSIGNOR requires that the Agreement not be assigned by the parties without prior written consent of the other party, and in such cases, only by a document of equal dignity therewith; and

WHEREAS, COUNTY, ASSIGNOR and ASSIGNEE all feel that assignment of this Agreement to ASSIGNEE will best serve the needs of all parties,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY, ASSIGNOR and ASSIGNEE agree as follows:

(1) ASSIGNOR assigns all of its rights in that certain Agreement with the COUNTY, dated September 10, 1997, for information services and systems (RFP-411-97/BJC) to ASSIGNEE, effective immediately.

(2) ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Agreement dated September 10, 1997 to be performed on the part of ASSIGNOR, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Agreement, effective immediately.



(3) COUNTY hereby consents ~~to~~ the foregoing assignments between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Agreement dated September 10, 1997.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment on the date below written.

ATTEST:

HTE, INC.

By: _____

(CORPORATE SEAL)

Date: _____

ATTEST:

SUNGARD PUBLIC SECTOR, INC.

By: _____

(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: _____
BRENDA CAREY, 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

AEC:sjs
2/15/08

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SUNGARD® PUBLIC SECTOR

www.sungardps.com • 407-304-3235 • 800-727-8088 toll-free

February 11, 2008

Karan Carmona
Seminole County, FL
Accounting Specialist
Information Technology Services
(P) 407.665.1009
(F) 407.665.1110

RE: Change in name and ownership of H.T.E., Inc.

Dear Ms. Carmona:

This is in response to your email dated February 11, 2008

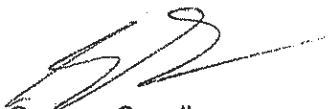
In 2003, H.T.E., Inc. was acquired by SunGard Data Systems Inc. In conjunction with the acquisition, H.T.E., Inc. became known as SunGard HTE Inc. Enclosed is a copy of the document evidencing the events, filed with the Secretary of State for the State of Florida.

On January 1, 2008, SunGard HTE Inc. was renamed and became known as SunGard Public Sector Inc. Enclosed is a copy of the document evidencing the events, filed with the Secretary of State for the State of Florida.

The rights and obligations of H.T.E., Inc. and SunGard HTE Inc. (each renamed and now called "SunGard Public Sector Inc.") under its agreement with Seminole County, Florida remain binding and in effect.

Thank you for your inquiry and this opportunity to be of service. If further information is necessary, do not hesitate to contact us.

Yours truly,



George Sereikas
Manager, Contracts Services

State of Florida



Department of State

I certify from the records of this office that H.T.E., INC. which changed its name to SUNGARD HTE INC. on May 28, 2003, is a corporation organized under the laws of the State of Florida, filed on October 21, 1981.

The document number of this corporation is F50372.

I further certify that said corporation has paid all fees due this office through December 31, 2003, that its most recent annual report/uniform business report was filed on April 24, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.



CR2EO22 (2-03)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Second day of February, 2004

Glenda E. Hood

Glenda E. Hood
Secretary of State

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services: PS-2468-07/BHJ - Master Agreement for National Pollutant Discharge Elimination System (NPDES) Services

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: David Santiago

EXT: 7106

MOTION/RECOMMENDATION:

Approve the negotiated rates and award PS-2468-07/BHJ - Master Agreement for National Pollutant Discharge Elimination System (NPDES) Services with CDM, Inc. of Orlando; MACTEC Engineering & Consulting (MACTEC), Inc. of Orlando; and BCI Engineers & Scientist (BCI), Inc. of Orlando (Estimated Annual Usage of \$475,000.00).

County-wide

Ray Hooper

BACKGROUND:

PS-2468-07/BHJ will provide professional services related to the County's NPDES permit requirements. These requirements may include, but are not limited to, surface water management system inspections and retrofit designs, annual report preparation, TMDL development and support services, training and monitoring.

On January 22, 2008, the Board approved the ranking and authorized staff to negotiate with CDM, Inc. of Orlando, MACTEC of Orlando, and BCI of Orlando, the three (3) top ranked firms. The Award Agreements include the negotiated rates from each firm as Exhibit C. The term of these Agreements will be for a base period of three (3) years with two (2) renewal periods not to exceed one (1) year each.

Authorization for the performance of services by the Consultants under this Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis for the project.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the negotiated rates and award PS-2468-07/BHJ - Master Agreement for National Pollutant Discharge Elimination System (NPDES) Services with CDM, Inc. of Orlando; MACTEC Engineering & Consulting (MACTEC), Inc. of Orlando; and BCI Engineers & Scientist (BCI), Inc. of Orlando (Estimated Annual Usage of \$475,000.00).

ATTACHMENTS:

1. PS-2468-07_Award Agreement with BCI
2. PS-2468-07_Award Agreement with CDM
3. PS-2468-07_Award Agreement with MACTEC

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

CONSULTANT SERVICES AGREEMENT (PS-2468-07/BHJ)
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **BCI ENGINEERS & SCIENTISTS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2000 E. Edgewood Drive, Suite 215 Lakeland, Florida 33803, hereinafter called "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 called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide consultant services with regard to National Pollutant Discharge Elimination Systems (NPDES) issues in Seminole County; and

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

WHEREAS, CONSULTANT is competent and qualified to furnish consultant services with regard to National Pollutant Discharge Elimination Systems (NPDES) issues to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by

all requirements contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for

completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C and the Truth in Negotiations Certificate attached as Exhibit D. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. 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 Services. 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 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:

1. Breakfast:

\$6.00 without receipts

\$10.00 with receipts;

2. Lunch:

\$11.00 without receipts

\$13.00 with receipts;

3. Dinner:

\$19.00 without receipts

\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) 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.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work

hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Public Works/Stormwater
520 W. Lake Mary Blvd., No. 200
Sanford, FL 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the

terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

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

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

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

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In

such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

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

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during

employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision 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.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service 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 COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional

Liability, Workers' Compensation/Employer's Liability and 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 CONSULTANT, CONSULTANT 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, CONSULTANT 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. **The Certificate shall have this Agreement number clearly marked on its face.**


(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT 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 a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (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 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, 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.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose  Certificate of Authority; (ii) no longer comply with Section 440.57, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT 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 CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT 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

subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT 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) CONSULTANT's insurance shall cover CONSULTANT for 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. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below.

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage 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, 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:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT 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 CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	 \$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONSULTANT 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 in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(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. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond

to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT 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 CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are 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.

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. 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 23. 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 24. INDEPENDENT CONTRACTOR. 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 CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, 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.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating

the 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 CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice 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:

Public Works/Stormwater
520 W. Lake Mary Blvd., Suite 200
Sanford, FL 32773



For CONSULTANT:

BCI Engineers & Scientists, Inc.
2000 E. Edgewood Drive, Suite 215
Lakeland, FL 33803

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

BCI ENGINEERS & SCIENTISTS, INC.

, Secretary

By: _____
WALTER R. REIGNER, P.E.
Executive Vice-President

(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: _____
BRENDA CAREY, Chairman

Date: _____

For 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

AEC/lpk

2/8/08

P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\PS-2468 BCI.doc

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule
- Exhibit D - Truth in Negotiations Certificate



Exhibit "A"

SCOPE OF SERVICES

I. PURPOSE:

The Seminole County Government, desires the professional services of a CONSULTANT to assist the Roads Stormwater Division in NPDES related compliance issues, including but not limited to inspections, monitoring, and assessment of County-owned facilities, in accordance with National Pollutant Discharge Elimination System (NPDES) applications and permits. The analyses and recommendations provided by the CONSULTANT will provide valuable input into the development of new programs and compliance with NPDES mandated programs.

II. POTENTIAL WORK EFFORTS

For the support of NPDES mandated programs the CONSULTANT may perform the following typical tasks including but not limited to:

A. Facilities Inventory/Mapping and Surveying:

Coordinate with FDOT District 5 and the seven incorporated Cities (Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford and Winter Springs) to assess, evaluate and compile information from available sources, for the inventory maintenance of COUNTY specific stormwater management facilities. Other activities include:

Assess and evaluate information obtained through the NPDES application process.

Assess and evaluate existing COUNTY, FDOT District 5, and Municipal information.

Coordinate with COUNTY personnel and compile information to maintain and supplement the existing inventory.

This inventory may consist of, but is not limited to:

- Storm sewer systems (i.e., culvert location, size, type, age).
- Natural and man-made drainage features (i.e., watercourses, ditches).
- Watershed and basin delineation.
- Drainage patterns and connectivity.
- Structural controls (i.e., retention/detention ponds, discharge structures, etc.)
- Dischargers to COUNTY's MS4.
- Drainage and conservation easements.
- Land use information.

Mapping/surveying services may also include the field verification of drainage system features and locations, where required.

B. Facility Maintenance and Inspection System:

Implement the stormwater facility maintenance and inspection management program.

- Coordinate with COUNTY personnel to consolidate and streamline COUNTY's stormwater facility inspection and maintenance program to include County Standards and the requirements of NPDES, WMD, and other agency permits.

C. Field Inspections:

Conduct inspections of COUNTY stormwater controls (ponds, retention/detention facilities).

- Inspect assigned stormwater facilities and outfalls and submit written reports in accordance with COUNTY and permitting agency criteria. The CONSULTANT is to provide field personnel that are trained and experienced in this type of inspection service. The CONSULTANT is to provide staff certified in the application of various Erosion and Sediment Control practices.

Conduct inspections of permitted construction activities.

- Inspect assigned construction sites and submit written reports in accordance with COUNTY and NPDES permitting agency criteria. The CONSULTANT is to provide staff certified in the application of various Erosion and Sediment Control practices.
- Perform requested water quality monitoring on assigned construction sites and submit reports in accordance with permit conditions.
- Conduct inspections of and perform water quality sampling on NPDES designated outfalls, in accordance with COUNTY's NPDES Permits.

D. Surface Water Management System Retrofits:

The CONSULTANT may be required to provide design drawings for pond retrofits that have been identified for County stormwater ponds as a result of ongoing NPDES pond inspections. A re-design and/or retrofit may be necessary in order to maximize the pollutant removal efficiency of identified ponds. Services should

include compilation of engineering design drawings and all other necessary information to effectively obtain approval from the St. Johns River Water Management District to conduct the proposed retrofits. The use of low impact design criteria may also be incorporated into the proposed pond retrofits.

E. NPDES Annual Report Preparation:

Prepare the NPDES annual report consistent with the COUNTY's permit requirements. Prepare the application for the resubmittal of the COUNTY's third, five-year NPDES permit.

F. TMDL Development:

Assist County/FDEP staff in the development of TMDL's (Total Maximum Daily Loads) for "impaired" water bodies/segments. Prepare interlocal agreements as it relates to TMDL and/or NPDES activities. Coordinate with the COUNTY's NPDES co-applicants and TMDL stakeholders where necessary throughout the execution of this contract.

G. Training:

Provide facilities, materials, and personnel for NPDES training activities, including but not limited to, erosion and sediment control training, pond inspections and stormwater operator certification. Provide and/or develop materials for NPDES public information programs.

H. Vegetation Monitoring:

Conduct upland and/or wetland vegetation monitoring, including report preparation in accordance with applicable state and federal permits.

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

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____, Secretary By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst) By: _____, Procurement Supervisor

(Procurement Analyst) Date: _____
As authorized by Section 8.153 Seminole
County Administrative Code.

OC # _____ ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

BILLING RATES
SEMINOLE COUNTY
PS - 2468-07/BHJ
MASTER NPDES
BCI ENGINEERS & SCIENTISTS, INC
PROJECT NUMBER 19-15674

Exhibit "C"

Classification	Average Wage	(OH Audit 168%) 162.00% Overhead	14.6% Margin	Proposed Rate
Clerical / Admin Asst.	\$ 19.00	\$ 49.78	\$ 7.24	\$ 57.02
SR CADD	\$ 25.97	\$ 68.04	\$ 9.90	\$ 77.94
Lab / Field Technician I	\$ 12.28	\$ 32.17	\$ 4.68	\$ 36.85
Lab/ Field Technician II	\$ 13.48	\$ 35.32	\$ 5.14	\$ 40.46
Sr. Lab/ Field Tech I	\$ 17.92	\$ 46.95	\$ 6.83	\$ 53.78
Sr. Lab/Field Tech II	\$ 18.92	\$ 49.57	\$ 7.21	\$ 56.78
Project Professional	\$ 31.97	\$ 83.76	\$ 12.19	\$ 95.95
Sr. Project Manager/Associate	\$ 70.91	\$ 185.78	\$ 27.03	\$ 212.82
Staff Professional/Engineer	\$ 28.00	\$ 73.36	\$ 10.67	\$ 84.03
Staff Professional II	\$ 29.33	\$ 76.84	\$ 11.18	\$ 88.03
Staff Professional III	\$ 31.25	\$ 81.88	\$ 11.91	\$ 93.79
Sr. GIS/Designer	\$ 34.07	\$ 89.26	\$ 12.99	\$ 102.25
Senior Professional/Engineer	\$ 40.24	\$ 105.43	\$ 15.34	\$ 120.77
Project Manager	\$ 50.72	\$ 132.89	\$ 19.33	\$ 152.22
Project Professional II	\$ 37.59	\$ 98.49	\$ 14.33	\$ 112.82
Researcher / Coordinator	\$ 19.43	\$ 50.91	\$ 7.41	\$ 58.31

Other Fees

Reproduction

Color Photocopying	\$ 1.10 ea
Blueprints	\$ 2.75 ea

Plotting - Standard

11 X 17	\$ 6.50 ea
24 X 36	\$ 7.75 ea
30 X 42	\$ 9.25 ea

Aerials

11 X 17	\$ 10.25 ea
24 X 36	\$ 12.25 ea
30 X 42	\$ 15.50 ea

Computer CAD/GIS Modeling

\$ 10.00 hr

Mileage

\$

Reimbursables

cost

Subcontractors

cost

Exhibit "D"

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-2468-07/BHJ – Master Agreement for NPDES Services are accurate, complete, and current as of 2-7-08 (Date)*.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm BCI Engineers & Scientists, Inc.

Signature 

Name Wendy A. Lee
(Print or Type)

Title CFO
(Print or Type)

Date of execution** 2-7-08

* Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that are as close as practicable to the date of agreement on compensation.

** Insert the day, month, and year of signing.

(End of certificate)

CONSULTANT SERVICES AGREEMENT (PS-2468-07/BHJ)
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CDM CONSTRUCTORS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751, hereinafter called "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 called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide consultant services with regard to National Pollutant Discharge Elimination Systems (NPDES) issues in Seminole County; and

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

WHEREAS, CONSULTANT is competent and qualified to furnish consultant services with regard to National Pollutant Discharge Elimination Systems (NPDES) issues to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by

all requirements contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for

completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C and the Truth in Negotiations Certificate attached as Exhibit D. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. 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 Services. 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 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:

1. Breakfast:

\$6.00 without receipts

\$10.00 with receipts;

2. Lunch:

\$11.00 without receipts

\$13.00 with receipts;

3. Dinner:

\$19.00 without receipts

\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) 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.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work

hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Public Works/Stormwater
520 W. Lake Mary Blvd., No. 200
Sanford, FL 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the

terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

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

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

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

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In

such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

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

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during

employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision 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.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service 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 COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional

Liability, Workers' Compensation/Employer's Liability and 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 CONSULTANT, CONSULTANT 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, CONSULTANT 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. **The Certificate shall have this Agreement number clearly marked on its face.**


(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT 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 a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (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 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, 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.

(3) 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; (ii) no longer comply with Section 440.57, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT 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 CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT 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

subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT 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) CONSULTANT's insurance shall cover CONSULTANT for 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. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below.

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage 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, 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:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT 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 CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	 \$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONSULTANT 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 in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(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. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond

to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT 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 CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are 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.

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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


SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. 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 23. 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 24. INDEPENDENT CONTRACTOR. 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 CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT  PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, 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.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating

the 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 CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice 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:

Public Works/Stormwater
520 W. Lake Mary Blvd., Suite 200
Sanford, FL 32773



For CONSULTANT:

CDM Constructors, Inc.
2301 Maitland Center Parkway, Suite 300
Maitland, FL 32751

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

CDM CONSTRUCTORS, INC.

, Secretary

By: _____
BRIAN W. MACK, P.E., Associate

(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: _____
BRENDA CAREY, Chairman

Date: _____

For 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
AEC/lpk
2/8/08
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Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule
- Exhibit D - Truth in Negotiations Certificate



Exhibit "A"

SCOPE OF SERVICES

I. PURPOSE:

The Seminole County Government, desires the professional services of a CONSULTANT to assist the Roads Stormwater Division in NPDES related compliance issues, including but not limited to inspections, monitoring, and assessment of County-owned facilities, in accordance with National Pollutant Discharge Elimination System (NPDES) applications and permits. The analyses and recommendations provided by the CONSULTANT will provide valuable input into the development of new programs and compliance with NPDES mandated programs.

II. POTENTIAL WORK EFFORTS

For the support of NPDES mandated programs the CONSULTANT may perform the following typical tasks including but not limited to:

A. Facilities Inventory/Mapping and Surveying:

Coordinate with FDOT District 5 and the seven incorporated Cities (Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford and Winter Springs) to assess, evaluate and compile information from available sources, for the inventory maintenance of COUNTY specific stormwater management facilities. Other activities include:

Assess and evaluate information obtained through the NPDES application process.

Assess and evaluate existing COUNTY, FDOT District 5, and Municipal information.

Coordinate with COUNTY personnel and compile information to maintain and supplement the existing inventory.

This inventory may consist of, but is not limited to:

- Storm sewer systems (i.e., culvert location, size, type, age).
- Natural and man-made drainage features (i.e., watercourses, ditches).
- Watershed and basin delineation.
- Drainage patterns and connectivity.
- Structural controls (i.e., retention/detention ponds, discharge structures, etc.)
- Dischargers to COUNTY's MS4.
- Drainage and conservation easements.
- Land use information.

Mapping/surveying services may also include the field verification of drainage system features and locations, where required.

B. Facility Maintenance and Inspection System:

Implement the stormwater facility maintenance and inspection management program.

- Coordinate with COUNTY personnel to consolidate and streamline COUNTY's stormwater facility inspection and maintenance program to include County Standards and the requirements of NPDES, WMD, and other agency permits.

C. Field Inspections:

Conduct inspections of COUNTY stormwater controls (ponds, retention/detention facilities).

- Inspect assigned stormwater facilities and outfalls and submit written reports in accordance with COUNTY and permitting agency criteria. The CONSULTANT is to provide field personnel that are trained and experienced in this type of inspection service. The CONSULTANT is to provide staff certified in the application of various Erosion and Sediment Control practices.

Conduct inspections of permitted construction activities.

- Inspect assigned construction sites and submit written reports in accordance with COUNTY and NPDES permitting agency criteria. The CONSULTANT is to provide staff certified in the application of various Erosion and Sediment Control practices.
- Perform requested water quality monitoring on assigned construction sites and submit reports in accordance with permit conditions.
- Conduct inspections of and perform water quality sampling on NPDES designated outfalls, in accordance with COUNTY's NPDES Permits.

D. Surface Water Management System Retrofits:

The CONSULTANT may be required to provide design drawings for pond retrofits that have been identified for County stormwater ponds as a result of ongoing NPDES pond inspections. A re-design and/or retrofit may be necessary in order to maximize the pollutant removal efficiency of identified ponds. Services should

include compilation of engineering design drawings and all other necessary information to effectively obtain approval from the St. Johns River Water Management District to conduct the proposed retrofits. The use of low impact design criteria may also be incorporated into the proposed pond retrofits.

E. NPDES Annual Report Preparation:

Prepare the NPDES annual report consistent with the COUNTY's permit requirements. Prepare the application for the resubmittal of the COUNTY's third, five-year NPDES permit.

F. TMDL Development:

Assist County/FDEP staff in the development of TMDL's (Total Maximum Daily Loads) for "impaired" water bodies/segments. Prepare interlocal agreements as it relates to TMDL and/or NPDES activities. Coordinate with the COUNTY's NPDES co-applicants and TMDL stakeholders where necessary throughout the execution of this contract.

G. Training:

Provide facilities, materials, and personnel for NPDES training activities, including but not limited to, erosion and sediment control training, pond inspections and stormwater operator certification. Provide and/or develop materials for NPDES public information programs.

H. Vegetation Monitoring:

Conduct upland and/or wetland vegetation monitoring, including report preparation in accordance with applicable state and federal permits.

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

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
 Contract Title: _____
 Project Title: _____

Consultant: _____
 Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

 _____, Secretary

By: _____
 _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
 SEMINOLE COUNTY, FLORIDA

WITNESSES:

 (Procurement Analyst)

By: _____
 _____, Procurement Supervisor

 (Procurement Analyst)

Date: _____
 As authorized by Section 8.153 Seminole
 County Administrative Code.

OC # _____

ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

Exhibit "C"

Table 1
PS-2468/BHJ - Master Agreement for NPDES Services
2008 Fee Schedule

Professional Service	Labor Category	Average Raw Hourly Rate	Fringe & Overhead % ¹	Fringe & Overhead Amount	Loaded Hourly Rate	Profit %	Profit Amount	Billing Rate
Professional Engineering Services	Officer	\$ 66.31	62.0%	\$ 107.42	\$ 173.73	10%	\$ 17.37	\$ 191.11
	Principal/Associate	\$ 58.44	62.0%	\$ 94.67	\$ 153.11	10%	\$ 15.31	\$ 168.42
	Project Manager ²	\$ 44.63	62.0%	\$ 72.30	\$ 116.93	10%	\$ 11.69	\$ 128.62
	Project Engineer II ²	\$ 41.85	62.0%	\$ 67.80	\$ 109.65	10%	\$ 10.96	\$ 120.61
	Project Engineer I	\$ 29.93	62.0%	\$ 48.49	\$ 78.42	10%	\$ 7.84	\$ 86.26
Professional Design Support Services ³	Senior Professional ²	\$ 51.34	62.0%	\$ 83.17	\$ 134.51	10%	\$ 13.45	\$ 147.96
	Professional Support Services	\$ 29.01	62.0%	\$ 47.00	\$ 76.01	10%	\$ 7.60	\$ 83.61
Drafting Support Services	Senior Drafting Professional	\$ 44.47	62.0%	\$ 72.04	\$ 116.51	10%	\$ 11.65	\$ 128.16
	Drafting Professional	\$ 24.05	62.0%	\$ 38.96	\$ 63.01	10%	\$ 6.30	\$ 69.31
Construction Support Services	Project Cost Estimator	\$ 37.54	62.0%	\$ 60.81	\$ 98.35	10%	\$ 9.84	\$ 108.19
Project Support Services	Project Administration	\$ 20.79	62.0%	\$ 33.68	\$ 54.47	10%	\$ 5.45	\$ 59.92

¹CDM's audited overhead and fringe rate is 176.6%, however, the County allowed maximum is 1.62%.

²Professional certification (PE or equivalent).

³Can include water resources, electrical, mechanical, structural, architectural, and GIS professional services.

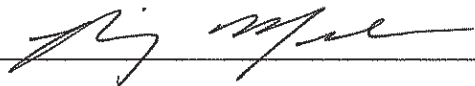
Exhibit "D"

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-2468-07/BHJ – Master Agreement for NPDES Services are accurate, complete, and current as of FEBRUARY 1, 2008 (Date)*.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm CAMP DRESSER - MCKEE, INC.

Signature 

Name BRIAN MACK
(Print or Type)

Title ASSOCIATE
(Print or Type)

Date of execution** 02/05/2008

* Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that are as close as practicable to the date of agreement on compensation.

** Insert the day, month, and year of signing.

(End of certificate)

CONSULTANT SERVICES AGREEMENT (PS-2468-07/BHJ)
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **MACTEC ENGINEERING & CONSULTING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 4150 N. John Young Parkway, Orlando, Florida 32804, hereinafter called "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 called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide consultant services with regard to National Pollutant Discharge Elimination Systems (NPDES) issues in Seminole County; and

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

WHEREAS, CONSULTANT is competent and qualified to furnish consultant services with regard to National Pollutant Discharge Elimination Systems (NPDES) issues to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by

all requirements contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for

completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C and the Truth in Negotiations Certificate attached as Exhibit D. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. 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 Services. 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 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:

1. Breakfast:

\$6.00 without receipts

\$10.00 with receipts;

2. Lunch:

\$11.00 without receipts

\$13.00 with receipts;

3. Dinner:

\$19.00 without receipts

\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) 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.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work

hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Public Works/Stormwater
520 W. Lake Mary Blvd., No. 200
Sanford, FL 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.


(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the

terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

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

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys,  specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

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

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In

such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

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

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during

employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision 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.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service 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 COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.


SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional

Liability, Workers' Compensation/Employer's Liability and 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 CONSULTANT, CONSULTANT 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, CONSULTANT shall (at the option of COUNTY) submit a sworn  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. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT 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 a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (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 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, 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.

(3) 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; (ii) no longer comply with Section 440.57, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT 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 CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT 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

subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT 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) CONSULTANT's insurance shall cover CONSULTANT for 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. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below.

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage 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, 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:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT 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 CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	 \$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).


(d) COVERAGE. The insurance provided by CONSULTANT 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 in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(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. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond

to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures,"  arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT 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 CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are 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.

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. 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 23. 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 24. INDEPENDENT CONTRACTOR. 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 CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, 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.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating

the 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 CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice 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:

Public Works/Stormwater
520 W. Lake Mary Blvd., Suite 200
Sanford, FL 32773



For CONSULTANT:

MACTEC Engineering & Consulting, Inc.
4150 N. John Young Parkway
Orlando, FL 32804

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

MACTEC ENGINEERING & CONSULTING, INC.

, Secretary

By: _____
ANN B. SHORTELE, PhD
Assistant Vice-President

(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: _____
BRENDA CAREY, Chairman

Date: _____

For 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
AEC/lpk
2/8/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\PS-2468 MACTEC.doc

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule
- Exhibit D - Truth in Negotiations Certificate



Exhibit "A"

SCOPE OF SERVICES

I. PURPOSE:

The Seminole County Government, desires the professional services of a CONSULTANT to assist the Roads Stormwater Division in NPDES related compliance issues, including but not limited to inspections, monitoring, and assessment of County-owned facilities, in accordance with National Pollutant Discharge Elimination System (NPDES) applications and permits. The analyses and recommendations provided by the CONSULTANT will provide valuable input into the development of new programs and compliance with NPDES mandated programs.

II. POTENTIAL WORK EFFORTS

For the support of NPDES mandated programs the CONSULTANT may perform the following typical tasks including but not limited to:

A. Facilities Inventory/Mapping and Surveying:

Coordinate with FDOT District 5 and the seven incorporated Cities (Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford and Winter Springs) to assess, evaluate and compile information from available sources, for the inventory maintenance of COUNTY specific stormwater management facilities. Other activities include:

Assess and evaluate information obtained through the NPDES application process.

Assess and evaluate existing COUNTY, FDOT District 5, and Municipal information.

Coordinate with COUNTY personnel and compile information to maintain and supplement the existing inventory.

This inventory may consist of, but is not limited to:

- Storm sewer systems (i.e., culvert location, size, type, age).
- Natural and man-made drainage features (i.e., watercourses, ditches).
- Watershed and basin delineation.
- Drainage patterns and connectivity.
- Structural controls (i.e., retention/detention ponds, discharge structures, etc.)
- Dischargers to COUNTY's MS4.
- Drainage and conservation easements.
- Land use information.

Mapping/surveying services may also include the field verification of drainage system features and locations, where required.

B. Facility Maintenance and Inspection System:

Implement the stormwater facility maintenance and inspection management program.

- Coordinate with COUNTY personnel to consolidate and streamline COUNTY's stormwater facility inspection and maintenance program to include County Standards and the requirements of NPDES, WMD, and other agency permits.

C. Field Inspections:

Conduct inspections of COUNTY stormwater controls (ponds, retention/detention facilities).

- Inspect assigned stormwater facilities and outfalls and submit written reports in accordance with COUNTY and permitting agency criteria. The CONSULTANT is to provide field personnel that are trained and experienced in this type of inspection service. The CONSULTANT is to provide staff certified in the application of various Erosion and Sediment Control practices.

Conduct inspections of permitted construction activities.

- Inspect assigned construction sites and submit written reports in accordance with COUNTY and NPDES permitting agency criteria. The CONSULTANT is to provide staff certified in the application of various Erosion and Sediment Control practices.
- Perform requested water quality monitoring on assigned construction sites and submit reports in accordance with permit conditions.
- Conduct inspections of and perform water quality sampling on NPDES designated outfalls, in accordance with COUNTY's NPDES Permits.

D. Surface Water Management System Retrofits:

The CONSULTANT may be required to provide design drawings for pond retrofits that have been identified for County stormwater ponds as a result of ongoing NPDES pond inspections. A re-design and/or retrofit may be necessary in order to maximize the pollutant removal efficiency of identified ponds. Services should

include compilation of engineering design drawings and all other necessary information to effectively obtain approval from the St. Johns River Water Management District to conduct the proposed retrofits. The use of low impact design criteria may also be incorporated into the proposed pond retrofits.

E. NPDES Annual Report Preparation:

Prepare the NPDES annual report consistent with the COUNTY's permit requirements. Prepare the application for the resubmittal of the COUNTY's third, five-year NPDES permit.

F. TMDL Development:

Assist County/FDEP staff in the development of TMDL's (Total Maximum Daily Loads) for "impaired" water bodies/segments. Prepare interlocal agreements as it relates to TMDL and/or NPDES activities. Coordinate with the COUNTY's NPDES co-applicants and TMDL stakeholders where necessary throughout the execution of this contract.

G. Training:

Provide facilities, materials, and personnel for NPDES training activities, including but not limited to, erosion and sediment control training, pond inspections and stormwater operator certification. Provide and/or develop materials for NPDES public information programs.

H. Vegetation Monitoring:

Conduct upland and/or wetland vegetation monitoring, including report preparation in accordance with applicable state and federal permits.

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

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
 Contract Title: _____
 Project Title: _____

Consultant: _____
 Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$_____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

 (Procurement Analyst)

By: _____, Procurement Supervisor

 (Procurement Analyst)

Date: _____
 As authorized by Section 8.153 Seminole
 County Administrative Code.

OC # _____

ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

Exhibit "C"

MACTEC Engineering & Consulting, Inc. SEMINOLE COUNTY

PS-2468-07/BHJ - Master Agreement for Surveying Services

SUMMARY OF PROPOSED LABOR RATES

Senior Principal Engineer/Scientist	\$162.09	per hour
Principal Engineer/Scientist	\$143.78	per hour
Senior Engineer/Scientist II	\$138.98	per hour
Senior Engineer/Scientist I	\$124.79	per hour
Project Engineer/Scientist II	\$116.85	per hour
Project Engineer/Scientist I	\$104.22	per hour
Engineer II	\$91.18	per hour
Scientist II	\$86.44	per hour
Engineer/Scientist	\$74.20	per hour
Senior Technician	\$67.75	per hour
Staff GIS/CADD Specialist II	\$64.78	per hour
Staff Engineer/Scientist	\$62.00	per hour
Secretary / Clerical	\$59.42	per hour
Staff I CADD/Draftsperson	\$50.78	per hour
Senior Surveyor and Mapper	\$162.09	per hour
Surveyor and Mapper	\$124.79	per hour
Survey Technician	\$79.17	per hour
2 person survey crew	\$98.78	per hour
3 person survey crew	\$136.65	per hour
4 person survey crew	\$174.53	per hour
5 person survey crew	\$212.40	per hour

* Equipment charges as included in individual work orders.

THESE RATES ARE GOOD FOR ONE YEAR STARTING MARCH 2008

Exhibit "D"

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-2468-07/BHJ – Master Agreement for NPDES Services are accurate, complete, and current as of February 7, 2008 (Date)*.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm MACTEC Engineering & Consulting, Inc

Signature T. Schmitt

Name Todd D Schmitt, PE
(Print or Type)

Title Vice President
(Print or Type)

Date of execution** 2/7/08

* Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that are as close as practicable to the date of agreement on compensation.

** Insert the day, month, and year of signing.

(End of certificate)

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Renewals for PS-1529-06/DRR - Master Agreement for Environmental Services Department Continuing Engineering Services for Capital Improvement Projects

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bob Hunter

EXT: 7119

MOTION/RECOMMENDATION:

Approve renewals for multiple Consultants under PS-1529-06/DRR - Master Agreement for Environmental Services Department Continuing Engineering Services for Capital Improvement Projects. In addition, approval of the assignment of Rockett & Associates to Woolpert, Inc. of Orlando, Florida.

County-wide

Ray Hooper

BACKGROUND:

PS-1529-06/DRR provides continuing engineering services for the Environmental Services Department's Capital Improvement Plan (CIP). On January 23, 2007, the Board approved award of this Master Agreement to eight (8) Consultants: Boyle Engineering Corporation; CDM; CPH Engineers, Inc.; HDR Engineering, Inc.; Malcolm Pirnie, Inc.; PBS & J; Reiss Environmental, Inc.; Rockett & Associates, Inc.

During the first year of the Master Agreement, there were no issues with Consultant's past performance, timeliness or quality of work and therefore renewals are requested for all Consultants through this Agenda Item. In addition, Rockett & Associates has been purchased by Woolpert, Inc., a firm that has agreed to take over Rockett's Agreement with the County under the same terms and conditions as awarded by the Seminole County Board of County Commissioners.

The backup documentation includes two summary reports for work orders issued under the first year of this Agreement, with the first report listed by contract action and the second report listed by encumbrance. The backup documentation includes a summary of work currently under contract with each Consultant and a status of project execution as provided by the Environmental Services Department. Further, the attached backup documentation also includes renewal acceptance letters from all eight (8) Consultants, as well as a copy of the letter from Woolpert, Inc.

Authorization for performance of services by the Consultants under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis for the project.

STAFF RECOMMENDATION:

Staff recommends that the Board approve renewals for multiple Consultants under PS-1529-06/DRR - Master Agreement for Environmental Services Department Continuing Engineering Services for Capital Improvement Projects and approve the assignment of Rockett & Associates to Woolpert, Inc. of Orlando, Florida.

ATTACHMENTS:

1. PS-1529-06 Backup Documentation for First Renewal
2. PS-1529-06 Renewals for all Consultants
3. PS-1529-06 Assignment to Woolpert

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

PS-1529-06 - AGREEMENT TRANSACTION LOG (Est. \$8,000,000 per year)

DATE	TRANSACTION TYPE	OC #	CONSULTANT	AMOUNT	COMMENTS
5/30/2007	W/O	5 802211	Boyle	\$249,100.10	APPLE VALLEY WTM
7/20/2007	W/O Amend	5/1 802437	Boyle	\$858.16	Additional Soil Borings - Apple Valley
8/31/2007	W/O	13 802560	Boyle	\$42,969.46	CHEMICAL FEED SYSTEMS UPGRADE
10/16/2007	W/O Amend	5/2 802759	Boyle	\$6,077.50	Jack & bore design- replace 14" cement trans line
11/29/2007	W/O	21 802911	Boyle	\$16,438.97	MARKHAM WELL #4 DESIGN
12/18/2007	W/O	23 802993	Boyle	\$65,379.52	CHEMICAL FEED IMP PH II

Sub-Total \$380,823.71

4/5/2007	W/O	1 802057	CDM	\$146,810.00	Longpond Rd Water Main
4/5/2007	W/O	2 802080	CDM	\$85,746.00	GLWW Tr Facility Master Lift Stat Elec Impr
5/30/2007	W/O Amend	1/1 802210	CDM	\$4,690.00	LONGPOND ROAD WATER MAIN
6/29/2007	W/O	9 802371	CDM	\$44,697.31	GWL WWTF EFFLUENT METER REPAIR
8/30/2007	W/O Amend	1/2 802557	CDM	\$3,897.00	LONGPOND ROAD WATER MAIN
8/31/2007	W/O	12 802558	CDM	\$44,234.82	SERVICE CONTROL ROOM IMPROVEMENTS
10/16/2007	W/O Amend	1/3 802750	CDM	\$6,675.90	Gopher tortoise relo @ Long Pond Rd Water Main
10/22/2007	W/O	18 802778	CDM	\$20,730.47	Prep biddable documents for Greenwood WTP

Sub-Total \$357,481.50

6/14/2007	W/O	7 802319	CPH Engineers	\$56,744.36	APPLE VALLEY PUMP STATION
7/20/2007	W/O	10 802412	CPH Engineers	\$24,999.16	GREENWOOD LAKES RECLAIM TANK 2
9/20/2007	W/O	16 802624	CPH Engineers	\$162,242.53	SYLVAN LAKE FORCE MAIN
10/16/2007	W/O Amend	7/1 802752	CPH Engineers	\$4,458.47	Changed field conditions due to 6" water main.
1/3/2008	W/O	24 803023	CPH Engineers	\$39,132.72	EVAL PUMP STATION IMPROVEMENTS

Sub-Total \$287,577.24

4/20/2007	W/O	4 802132	HDR	\$57,762.50	Rising Sun Blvd. Water Main
6/14/2007	W/O	6 802311	HDR	\$235,690.42	ELDER RD ORANGE BLVD
11/8/2007	W/O Amend	4/1 802888	HDR	\$7,502.33	Calculation errors in fee for original WO
11/8/2007	W/O Amend	6/1 802887	HDR	\$3,981.36	Additional permitting services

Sub-Total \$304,936.61

7/20/2007	W/O	11 802438	Malcolm Pirnie	\$137,313.62	(IH, AV, LM) WTPs Preliminary Design
11/8/2007	W/O Amend	11/1 802868	Malcolm Pirnie	\$51,246.62	Increased scope-WTPs @ Indian Hills/Lake Monroe
12/7/2007	W/O	22 802976	Malcolm Pirnie	\$35,424.00	APPLE VALLEY UPGRADES EVALUATION

Sub-Total \$223,984.24

9/7/2007	W/O	14 802579	PBS&J	\$372,825.02	HEATHROW BLVD RWM
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Sub-Total \$372,825.02

6/14/2007	W/O	8 802318	Reiss Environmental	\$349,382.04	MARKHAM RECLAIM STORAGE
11/29/2007	W/O	20 802910	Reiss Environmental	\$1,136,145.68	GWL WRF IMPROVEMENTS

Sub-Total \$1,485,527.72

4/13/2007	W/O	3 802104	Rockett	\$130,891.00	Eng Svcs Consumer/Lake Hayes Wtr Trans.Mn PH 2
9/20/2007	W/O	15 802599	Rockett	\$119,101.00	SR436 FLY OVER UTILITY RELOCATE
10/16/2007	W/O Amend	3/1 802751	Rockett	\$89,738.22	Add'l Engineering SE/LK HAYES WTR MN PH II
10/22/2007	W/O	19 802810	Rockett	\$50,000.00	MISC ENGS SSERVICES FY08

Sub-Total \$389,730.22

Base Period (3/6/07 - 3/11/08) Total \$3,802,886.26

PS-1529-06

Base Period Work Order Rotation

Agreement Number	Supp No	Description	Supplier Name	Period Effect'v	Period Expire	Amount	Reference	Supplier SO
PS-1529-06	1	BASE PERIOD	REISS ENVIRONMENTAL INC	3/6/2007	3/5/2008			
		18406 ON				\$131,502.45	PS-1529-06/DRR W/O#8	MARKHAM RECLAIM STORAGE
		19853 ON				\$1,136,145.68	PS-1529-06 W/O#20	GWL WRF IMPROVEMENTS
		18406 ON				\$217,879.59	PS-1529-06/DRR W/O#8	MARKHAM RECLAIM STORAGE
PS-1529-06		Agmnt/Period Balance				\$1,485,527.72		
PS-1529-06	2	BASE PERIOD	BOYLE ENGINEERING CORP	3/6/2007	3/5/2008			
		18297 ON				\$77,240.64	PS-1529-06 W/O#5	APPLE VALLEY WTM
		18297 ON				\$858.16	PS-1529-06 W/O#5 A#1	APPLE VALLEY WTM
		20091 ON				\$65,379.52	PS-1529-06 W/O#23	CHEMICAL FEED IMP PH II
		18297 ON				\$6,077.50	PS-1529-06 W/O#5 A#2	APPLE VALLEY WTM
		18297 ON				\$171,859.46	PS-1529-06/DRR W/O#5	APPLE VALLEY WTM
		19066 ON				\$42,969.46	PS-1529-06 W/O#13	CHEMICALFEEDSYSTEMSUPGRAD
		19895 ON				\$16,438.97	PS-1529-06 W/O#21	MARKHAM WELL #4 DESIGN
PS-1529-06		Agmnt/Period Balance				\$380,823.71		
PS-1529-06	3	BASE PERIOD	CAMP DRESSER & MCKEE INC	3/6/2007	3/5/2008			
		17850 ON				\$121,140.60	PS-1529-06 W/O#1	LONGPOND ROAD WATER MAIN
		18503 ON				\$16,738.14	PS-1529-06 W/O#9	GWLWWTFEFLUENTMETERREP
		17850 ON				\$6,675.90	PS-1529-06 W/O#1 A#3	LONGPOND ROAD WATER MAIN
		19691 ON				\$20,730.47	PS-1529-06 W/O#18	GWLMASERLIFTSTATION
		17850 ON				\$25,669.40	PS-1529-06 W/O#1	LONGPOND ROAD WATER MAIN
		17850 ON				\$4,690.00	PS-1529-06 W/O#1 A#1	LONGPOND ROAD WATER MAIN
		17850 ON				\$3,897.00	PS-1529-06 W/O#1 A#2	LONGPOND ROAD WATER MAIN
		17857 ON				\$85,746.00	PS-1529-06 W/O#2	GWLWWTFLSELETRICIMP
		18503 ON				\$27,959.17	PS-1529-06 W/O#9	GWLWWTFEFLUENTMETERREP
		19025 ON				\$44,234.82	PS-1529-06 W/O#12	SERCONTROLROOMIMPVS
PS-1529-06		Agmnt/Period Balance				\$357,481.50		
PS-1529-06	4	BASE PERIOD	CPH ENGINEERS INC	3/6/2007	3/5/2008			
		18532 ON				\$8,454.59	PS-1529-06/DRR W/O#7	APPLE VALLEY PUMP STATION
		18656 ON				\$10,315.34	PS-1529-06 W/O#10	GREENWOODKRECLAIMTANK2
		18532 ON				\$4,458.47	PS-1529-06 W/O#7 A#1	APPLE VALLEY PUMP STATION
		18532 ON				\$30,478.86	PS-1529-06/DRR W/O#7	APPLE VALLEY PUMP STATION
		18532 ON				\$17,810.91	PS-1529-06/DRR W/O#7	APPLE VALLEY PUMP STATION
		18656 ON				\$14,683.82	PS-1529-06 W/O#10	GREENWOODKRECLAIMTANK2
		19121 ON				\$83,240.00	PS-1529-06 W/O#16	SYLVAN LAKE FORCE MAIN
		19121 ON				\$79,002.53	PS-1529-06 W/O#16	SYLVAN LAKE FORCE MAIN
		20293 ON				\$39,132.72	PS-1529-06 W/O#24	EVAL PUMP STATION IMPV
PS-1529-06		Agmnt/Period Balance				\$287,577.24		

PS-1529-06

Base Period Work Order Rotation

Agreement Number	Supp No	Description	Supplier Name	Period Effect'v	Period Expire	Amount	Reference	Supplier SO
PS-1529-06	5	BASE PERIOD 17962 ON 17962 ON 17962 ON 18359 ON 18359 ON Agmnt/Period Balance	HDR ENGINEERING INC	3/6/2007	3/5/2008	\$56,902.72 \$859.78 \$7,502.33 \$235,690.42 \$3,981.36 \$304,936.61	PS-1529-06 WO#4 PS-1529-06 WO#4 PS-1529-06 WO#4 A#1 PS-1529-06 WO#6 PS-1529-06 WO#6 A#1	SE/RISING SUN BLVD WATER SE/RISING SUN BLVD WATER SE/RISING SUN BLVD WATER SE/RISING SUN BLVD WATER SE/RISING SUN BLVD WATER
PS-1529-06	6	BASE PERIOD 18655 ON 20037 ON 18655 ON 18655 ON Agmnt/Period Balance	MALCOLM PIRNIE INC	3/6/2007	3/5/2008	\$24,907.90 \$35,424.00 \$51,246.62 \$112,405.72 \$223,984.24	PS-1529-06 W/O#11 PS-1529-06 W/O#22 PS-1529-06 W/O#11 A#1 PS-1529-06 W/O#11	IH_AV_LM_WTPs_PREL_DESIGN APPLE VALLEYUPGRADESEVAL IH_AV_LM_WTPs_PREL_DESIGN IH_AV_LM_WTPs_PREL_DESIGN
PS-1529-06	7	BASE PERIOD 19096 ON 19096 ON Agmnt/Period Balance	POST BUCKLEY SCHUH & JERN	3/6/2007	3/5/2008	\$0.00 \$372,825.02 \$372,825.02	PS-1529-06 W/O#14 PS-1529-06 W/O#14	HEATHROW BLVD RWM HEATHROW BLVD RWM
PS-1529-06	8	BASE PERIOD 17917 ON 19638 ON 17917 ON 17917 ON 19132 ON Agmnt/Period Balance	ROCKETT & ASSOCIATES INC	3/6/2007	3/5/2008	\$91,596.13 \$50,000.00 \$39,294.87 \$89,738.22 \$119,101.00 \$389,730.22	PS-1529-06 W/O#3 PS-1529-06 W/O#19 PS-1529-06 W/O#3 PS-1529-06 W/O#3 A#1 PS-1529-06 W/O#15	SE/LKHAYESWMPHASEII MISCEGSSSERVICESFY08 SE/LKHAYESWMPHASEII SE/LKHAYESWMPHASEII SR436FLYOVERUTILITYRELOCA
PS-1529-06		Parent/Period Balance				\$3,802,886.26		

PS-1529-06 Continuing Engineering Consultant Contract Renewals

The existing contracts for the eight continuing engineering consultants for capital improvement projects were issued in March 2007 and are currently up for renewal. The summary below describes the work currently under contract with each of the consultants and provides a status of project execution.

Boyle

Boyle currently has four active work orders under PS-1529-06 including Apple Valley Transmission main design, chemical feed system upgrade designs, Markham Water Treatment Facility Well No. 4 design, and Chemical Feed Improvement Prototype Design. Boyle's work is proceeding on schedule and on budget with their current work and Seminole County Environmental Services recommends contract renewal.

CDM

CDM currently has five active work orders under PS-1529-06 including designs for Longpond Road Water Main, Greenwood Lakes Wastewater Treatment Plant Master Lift Station Electrical Upgrade, Greenwood Lakes Wastewater Treatment Plant Flowmeter Upgrades; Southeast Regional Water Treatment Facility Control Room Upgrade. CDM's work is proceeding on schedule and on budget with their current work and Seminole County Environmental Services recommends contract renewal. CDM's work is proceeding on schedule and on budget with their current work and Seminole County Environmental Services recommends contract renewal.

CPH Engineers

CPH currently has four active work orders under PS-1529-06 including the design of Apple Valley Pump Station Upgrade, services during construction for Greenwood Lakes Reclaimed Tank 2, Sylvan Lake Force Main, and evaluation of pump station upgrades. CPH's work is proceeding on schedule and on budget with their current work and Seminole County Environmental Services recommends contract renewal.

HDR

HDR currently has two active work orders under PS-1529-06 including the design of Rising Sun Boulevard Water Main and Elder Road/Orange Boulevard Utility. HDR's work is proceeding on schedule and on budget with their current work and Seminole County Environmental Services recommends contract renewal.

Malcolm Pirnie

Malcolm Pirnie currently has two active work orders under PS-1529-06 including the evaluations of the Indian Hills, Apple Valley and Lake Monroe Water Treatment Facility and the economic evaluation of the Apple Valley Service Area improvements. Malcolm Pirnie's work is proceeding on schedule and on budget with their current work and Seminole County Environmental Services recommends contract renewal.

PBS&J

PBS&J currently has one active work order under PS-1529-06 for the design of the Heathrow Boulevard Reclaimed Main. PBS&J's work is proceeding on schedule and on budget with their current work and Seminole County Environmental Services recommends contract renewal.

Reiss Environmental

Reiss Environmental currently has two active work orders under PS-1529-06 for the design of the Markham Reclaimed Storage and Repump Facility and the Greenwood Lakes Wastewater Treatment Facility Upgrade. Reiss Environmental's work is proceeding on schedule and on budget with their current work and Seminole County Environmental Services recommends contract renewal.

Rockett & Associates

Rockett & Associates currently has three work orders under PS-1529-06 for the design of the Southeast Lake Hayes Water Transmission Main Phase 2, Utility Relocation for SR436 Flyover, and the Kenmuire Water Transmission Main Upgrade. Rockett's work is proceeding on schedule and on budget with their current work and Seminole County Environmental Services recommends contract renewal.

December 24, 2007

Seminole County
Purchasing Division
1101 E. 1st Street, Room 3208
Sanford, Florida 32771



WOOLPERT, INC.

11315 Corporate Blvd. Ste 115

Orlando, Florida 32817-8340

407-381-2192

Fax: 407.384.1185

www.woolpert.com

**RE: Contract No. PS 1167-06/BHJ
Residential Reclaimed Water Main Retrofit
Phase II / Alaqua Lakes Subdivision**

**Contract No. PS 1529-06/DRR
Continuing Engineering Services for Capital Improvement Projects**

To Whom It May Concern:

I am writing to request the assignment of the remaining services on the Contract Numbers referenced above with Rockett & Associates, Inc. to Woolpert, Inc as well as new tasks/work orders that would be initiated under those contracts. On December 1, 2007, Woolpert purchased a majority of the assets of Rockett & Associates and the former employees of Rockett & Associates have transitioned to Woolpert.

With over 800 staff, Woolpert provides a wide variety of services to our clients ranging from architectural, engineering, and surveying to aerial photography/mapping and GIS/IT services. Although Woolpert is a national firm, Woolpert has a strong presence in Florida with offices in Orlando and Miami and approximately 60 staff between the two offices. As such, Woolpert can provide the convenience of a local firm with the depth of experience of a national firm. At your convenience, please check out Woolpert's website at www.woolpert.com to learn more about Woolpert.

Upon your consent, Woolpert agrees to perform the remaining services and any new tasks/work orders in accordance with the terms and conditions of the Contracts. If you are in agreement with the assignment of the remaining services on the Contracts, please indicate your acceptance below. If a more formal assignment process is required, please provide the necessary forms for us to complete and return.

Should you need any additional information, please do not hesitate to contact me at 407.381.4208 or rex.cowden@woolpert.com.

Sincerely,

WOOLPERT, INC.

Rex Cowden
Chief Executive Officer

Copy: R. Kent Veech, P.E.

I approve the assignment of the remaining services on the contracts identified above to Woolpert, Inc.

SEMINOLE COUNTY

Signature of Authorized Representative

Printed Name

Date

December 24, 2007

Seminole County
Purchasing Division
1101 E. 1st Street, Room 3208
Sanford, Florida 32771

Re: Contract No. PS 1167-06/BHJ
Residential Reclaimed Water Main Retrofit – Phase II / Alaquia Lakes Subdivision

Contract No. PS 1529-06/DRR
Continuing Engineering Services for Capital Improvement Projects

To Whom It May Concern:

I am writing to confirm that a majority of the assets of Rockett & Associates, Inc. were purchased by Woolpert, Inc. on December 1, 2007. In addition, the employees of Rockett & Associates transitioned to Woolpert. As a result, Rockett's project management staff, supervision, and client service staff, including myself with continue to work on completion of the projects upon consent of the assignment of the remaining services under the contracts to Woolpert.

A separate request from Woolpert, Inc. shall be submitted to Seminole County to request the assignment of the remaining services of Contract Nos. PS 1167-06/BHJ and PS 1529-06/DRR as well as any new task/work orders under those contracts. By this letter, Rockett & Associates hereby consents to such assignment to Woolpert upon approval by the County.

Should you need addition information, please let me know.

Sincerely,
Rockett & Associates, Inc.



R. Kent Veech, P.E.
(Former Vice President of Rockett & Associates, Inc.)

Cc: Rex Cowden, CEO
Woolpert, Inc.

**Department of Administrative Services – Purchasing and Contracts Division****DATE:** February 13, 2008**TO:** ~~PBS&J~~
Attn: Mr. Rober A. Morrell, Vice President
482 South Keller Road
Orlando, FL 32810-6101**FROM:** Donna Raimondi, Senior Procurement Analyst**SUBJECT:** ~~PS-1529-06/DRR~~ – Master Agreement for Environmental Services
Department Continuing Engineering Services for Capital Improvement
Projects

Renewal of the above referenced contract is at the discretion of the BCC. It is the intention of the Purchasing and Contracts Division to recommend that the BCC exercise the renewal option for the first renewal period ending March 5, 2009. This will be presented to the BCC during the March 11, 2008 Agenda. This letter shall serve as the written notice by the County of its intention to extend the base period of the agreement (6) six calendar days. By signing below you agree to accept the current terms of the Contract through (March 11, 2008).

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 Five (5) business days or by the end of the business on February 15, 2008. FAILURE TO RESPOND IN A TIMELY MANNER MAY RESULT IN THE EXPIRATION OF YOUR CONTRACT.

If you have any questions please call me at 407-665-7128.

Sincerely,

Donna Raimondi, Senior Procurement Analyst

Authorized Signature

Robert A. Morrell, P.E., BCEE
(Printed Name)

Date

2/13/08

Vice President

Title

1101 EAST FIRST STREET SANFORD FL 32771-1468 TELEPHONE (407) 665-7128 FAX (407) 665-7956
DRaimondi@seminolecountyfl.gov



Department of Administrative Services – Purchasing and Contracts Division

DATE: February 13, 2008

TO: Boyle Engineering Corp.
Attn: A. Thomas Brown, P.E., VP
320 East South Street
Orlando, FL 32801

FROM: Donna Raimondi, Senior Procurement Analyst

SUBJECT: PS-1529-06/DRR – Master Agreement for Environmental Services
Department Continuing Engineering Services for Capital Improvement
Projects

Renewal of the above referenced contract is at the discretion of the BCC. It is the intention of the Purchasing and Contracts Division to recommend that the BCC exercise the renewal option for the first renewal period ending March 5, 2009. This will be presented to the BCC during the March 11, 2008 Agenda. This letter shall serve as the written notice by the County of its intention to extend the base period of the agreement (6) six calendar days. By signing below you agree to accept the current terms of the Contract through (March 11, 2008).

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 Five (5) business days or by the end of the business on February 15, 2008. FAILURE TO RESPOND IN A TIMELY MANNER MAY RESULT IN THE EXPIRATION OF YOUR CONTRACT.

If you have any questions please call me at 407-665-7128.

Sincerely,

Donna Raimondi, Senior Procurement Analyst

A. Thomas Brown
Authorized Signature

A. Thomas Brown, P.E.
(Printed Name)

District Vice President
Title



Department of Administrative Services – Purchasing and Contracts Division

DATE: February 13, 2008

TO: CDM
Attn: Brian W. Mack, P.E.
2301 Maitland Center Pkwy, Suite 300
Maitland, FL 32751

FROM: Donna Raimondi, Senior Procurement Analyst

SUBJECT: PS-1529-06/DRR – Master Agreement for Environmental Services
Department Continuing Engineering Services for Capital Improvement
Projects

Renewal of the above referenced contract is at the discretion of the BCC. It is the intention of the Purchasing and Contracts Division to recommend that the BCC exercise the renewal option for the first renewal period ending March 5, 2009. This will be presented to the BCC during the March 11, 2008 Agenda. This letter shall serve as the written notice by the County of its intention to extend the base period of the agreement (6) six calendar days. By signing below you agree to accept the current terms of the Contract through (March 11, 2008).

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 Five (5) business days or by the end of the business on February 15, 2008. FAILURE TO RESPOND IN A TIMELY MANNER MAY RESULT IN THE EXPIRATION OF YOUR CONTRACT.

If you have any questions please call me at 407-665-7128.

Sincerely,

Donna Raimondi, Senior Procurement Analyst


Authorized Signature

BRIAN MACK

(Printed Name)

ASSOCIATE

Title



Department of Administrative Services – Purchasing and Contracts Division

DATE: February 13, 2008

TO: CPH
Attn: David A. Gierach, P.E., President
500 W Fulton St
Sanford, FL 32771

FROM: Donna Raimondi, Senior Procurement Analyst

SUBJECT: PS-1529-06/DRR – Master Agreement for Environmental Services
Department Continuing Engineering Services for Capital Improvement
Projects

Renewal of the above referenced contract is at the discretion of the BCC. It is the intention of the Purchasing and Contracts Division to recommend that the BCC exercise the renewal option for the first renewal period ending March 5, 2009. This will be presented to the BCC during the March 11, 2008 Agenda. This letter shall serve as the written notice by the County of its intention to extend the base period of the agreement (6) six calendar days. By signing below you agree to accept the current terms of the Contract through (March 11, 2008).

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 Five (5) business days or by the end of the business on February 15, 2008. FAILURE TO RESPOND IN A TIMELY MANNER MAY RESULT IN THE EXPIRATION OF YOUR CONTRACT.

If you have any questions please call me at 407-665-7128.

Sincerely,

Donna Raimondi, Senior Procurement Analyst

Authorized Signature

David A. Gierach
(Printed Name)

President
Title



Department of Administrative Services – Purchasing and Contracts Division

DATE: February 13, 2008

TO: HDR Engineering, Inc.
Attn: Steve Keyes, PE, Vice President
315 E. Robinson Street, Suite 400
Orlando, FL 32801

FROM: Donna Raimondi, Senior Procurement Analyst

SUBJECT: PS-1529-06/DRR – Master Agreement for Environmental Services
Department Continuing Engineering Services for Capital Improvement
Projects

Renewal of the above referenced contract is at the discretion of the BCC. It is the intention of the Purchasing and Contracts Division to recommend that the BCC exercise the renewal option for the first renewal period ending March 5, 2009. This will be presented to the BCC during the March 11, 2008 Agenda. This letter shall serve as the written notice by the County of its intention to extend the base period of the agreement (6) six calendar days. By signing below you agree to accept the current terms of the Contract through (March 11, 2008).

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 Five (5) business days or by the end of the business on February 15, 2008. FAILURE TO RESPOND IN A TIMELY MANNER MAY RESULT IN THE EXPIRATION OF YOUR CONTRACT.

If you have any questions please call me at 407-665-7128.

Sincerely,

Donna Raimondi, Senior Procurement Analyst



Authorized Signature

STEVEN A. KEYES, PE
(Printed Name)

SR Vice President
Title



Department of Administrative Services – Purchasing and Contracts Division

DATE: February 13, 2008

TO: Malcolm Pirnie, Inc.
Attn: Mr. Victor A. Hurlburt
2301 Maitland Center Pkwy Suite 425
Maitland, FL 32751

FROM: Donna Raimondi, Senior Procurement Analyst

SUBJECT: PS-1529-06/DRR – Master Agreement for Environmental Services
Department Continuing Engineering Services for Capital Improvement
Projects

Renewal of the above referenced contract is at the discretion of the BCC. It is the intention of the Purchasing and Contracts Division to recommend that the BCC exercise the renewal option for the first renewal period ending March 5, 2009. This will be presented to the BCC during the March 11, 2008 Agenda. This letter shall serve as the written notice by the County of its intention to extend the base period of the agreement (6) six calendar days. By signing below you agree to accept the current terms of the Contract through (March 11, 2008).

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 Five (5) business days or by the end of the business on February 15, 2008. FAILURE TO RESPOND IN A TIMELY MANNER MAY RESULT IN THE EXPIRATION OF YOUR CONTRACT.

If you have any questions please call me at 407-665-7128.

Sincerely,

Donna Raimondi, Senior Procurement Analyst

Victor A. Hurlburt

Authorized Signature

VICTOR A. HURLBURT

(Printed Name)

SENIOR ASSOCIATE

Title



Department of Administrative Services – Purchasing and Contracts Division

DATE: February 14, 2008

TO: Reiss Environmental
Attn: C. Robert Reiss, PhD, P.E., President
12001 Research Parkway Suite 228
Orlando, FL 32826

FROM: Donna Raimondi, Senior Procurement Analyst

SUBJECT: PS-1529-06/DRR – Master Agreement for Environmental Services
Department Continuing Engineering Services for Capital Improvement
Projects

Renewal of the above referenced contract is at the discretion of the BCC. It is the intention of the Purchasing and Contracts Division to recommend that the BCC exercise the renewal option for the first renewal period ending March 5, 2009. This will be presented to the BCC during the March 11, 2008 Agenda. This letter shall serve as the written notice by the County of its intention to extend the base period of the agreement (6) six calendar days. By signing below you agree to accept the current terms of the Contract through (March 11, 2008).

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 Five (5) business days or by the end of the business on February 15, 2008. FAILURE TO RESPOND IN A TIMELY MANNER MAY RESULT IN THE EXPIRATION OF YOUR CONTRACT.

If you have any questions please call me at 407-665-7128.

Sincerely,

Donna Raimondi, Senior Procurement Analyst



Authorized Signature

GARY J. Revoir II

(Printed Name)

Vice President

Title



Department of Administrative Services – Purchasing and Contracts Division

DATE: February 19, 2008

TO: Rockett & Associates, Inc.
Attn: Lowry E. Rockett, P.E.
1685 Lee Rd., Suite 100
Winter Park, FL 32789

FROM: Donna Raimondi, Senior Procurement Analyst

SUBJECT: PS-1529-06/DRR – Master Agreement for Environmental Services
Department Continuing Engineering Services for Capital Improvement
Projects

Renewal of the above referenced contract is at the discretion of the BCC. It is the intention of the Purchasing and Contracts Division to recommend that the BCC exercise the renewal option for the first renewal period ending March 5, 2009. This will be presented to the BCC during the March 11, 2008 Agenda. This letter shall serve as the written notice by the County of its intention to extend the base period of the agreement (6) six calendar days. By signing below you agree to accept the current terms of the Contract through (March 11, 2008).

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 Five (5) business days or by the end of the business on February 15, 2008. FAILURE TO RESPOND IN A TIMELY MANNER MAY RESULT IN THE EXPIRATION OF YOUR CONTRACT.

If you have any questions please call me at 407-665-7128.

Sincerely,

Donna Raimondi, Senior Procurement Analyst


Authorized Signature

Lowry E. Rockett
(Printed Name)

President
Title

**ASSIGNMENT OF CONSULTANT SERVICES AGREEMENT (PS-1529-06/DRR)
CONTINUING ENGINEERING SERVICES FOR CAPITAL IMPROVEMENT PROJECTS**

THIS ASSIGNMENT is made and entered into this ____ day of _____, 20__, by and between **ROCKET & ASSOCIATES, INC.**, whose address is 1685 Lee Road, Suite 100, Winter Park, Florida 32789, hereinafter called "ASSIGNOR", **WOOLPERT, INC.**, whose address is 11315 Corporate Boulevard, Suite 115, Orlando, Florida 32817-8340, hereinafter called "ASSIGNEE", 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 "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY and ASSIGNOR entered into a Consultant Services Agreement (PS-1529-06/DRR) on March 6, 2007, whereby ASSIGNOR agreed to provide COUNTY with consultant services on a continuing basis for continuing engineering services for capital improvement projects; and

WHEREAS, ASSIGNOR, as of December 1, 2007, wishes to assign its rights, duties and obligations under said Agreement to ASSIGNEE; and

WHEREAS, both majority shareholders and executives of ASSIGNOR desire this assignment; and

WHEREAS, Section 16 of the Consultant Services Agreement entered into between COUNTY and ASSIGNOR on March 6, 2007, requires that the Agreement not be assigned by the parties without prior written consent of the other party, and in such cases, only by a document of equal dignity therewith; and

WHEREAS, COUNTY, ASSIGNOR and ASSIGNEE all feel that assignment of this Agreement to ASSIGNEE will best serve the needs of all parties,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY, ASSIGNOR and ASSIGNEE agree as follows:

(1) ASSIGNOR assigns all of its rights in that certain Agreement with the COUNTY, dated March 6, 2007, for Consultant Services (PS-1529-06/DRR) to ASSIGNEE, effective immediately.

(2) ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Agreement dated March 6, 2007 to be performed on the part of ASSIGNOR, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Agreement, effective immediately.

(3) COUNTY hereby consents to the foregoing assignments between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Agreement dated March 6, 2007.

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment on the date below written.

ATTEST:

ROCKETT & ASSOCIATES, INC.

LOWRY E. ROCKET, P.E., Secretary

By: _____
R. KENT VEECH, P.E., Vice-President

(CORPORATE SEAL)

Date: _____

ATTEST:

WOOLPERT, INC.

(CORPORATE SEAL)

By: _____
REX COWDEN, CEO

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, 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

AEC/lpk
2/19/08

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SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendment #1 to RFP-4214-04/TLR - Security Repairs, Maintenance and Upgrades Agreement

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: David Santiago

EXT: 7106

MOTION/RECOMMENDATION:

Approve Amendment #1 to RFP-4214-04/TLR - Security Repairs, Maintenance and Upgrades Agreement with Site Secure, Inc., Sanford, Florida, to increase rates as identified in the revised Exhibit C included in the Amendment. Also, approve the revised Estimated Annual Usage of \$750,000.00.

County-wide

Ray Hooper

BACKGROUND:

RFP-4214-04/TLR provides for all labor, materials and equipment to complete the design, manufacturing expenses and factory tests, delivery to the site, programming, interfacing with all existing alarm, access control, video and security systems, calibration, installation, system start-up services, training and incidentals required to completely furnish and install security equipment at Seminole County's facilities as designated. In addition, the Contractor provides both technical and programming services on an as required basis to troubleshoot and optimize Seminole County's existing alarm, access control, and video and security systems.

The original intent for RFP-4214-04/TLR was to provide security for water treatment facilities throughout the County at an Estimated Annual Usage of \$250,000. This estimate has increased since the needs for the County's security systems have expanded to include wastewater treatment facilities, remote well locations, badge access software, and closed circuit television monitoring.

In addition, security systems maintenance work has also been added to this agreement. This work is best handled by the original installer due to the complexity and unique nature of the equipment and the security standards of the County's system. Maintenance work performed has included repairs to damage caused by lightning strikes, need for back-up of SQL servers, manufacturer upgrades to software and equipment, and maintenance of cyber locks.

On July 13, 2004, the Board awarded this Agreement to Site Secure, Inc., and the last rate increase was in 2006. Site Secure, Inc. has submitted a rate increase (see revised Exhibit C included in the Amendment) to the Environmental Services Department, and staff has reviewed and agrees with the increase. This will be the final rate increase approved under this agreement through the expiration of its final renewal period on July 29, 2009.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #1 to RFP-4214-04/TLR - Security Repairs, Maintenance and Upgrades Agreement with Site Secure, Inc., Sanford, Florida, to increase rates as identified in the revised Exhibit C included in the Amendment and approve the revised Estimated Annual Usage of \$750,000.00.

ATTACHMENTS:

1. RFP-4214-04_First Amendment with Site Secure

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**AMENDMENT TO SECURITY, MAINTENANCE AND UPGRADES AGREEMENT
(RFP-4214-04/TLR)**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 30th day of July, 2004, between **SITE SECURE, INC.**, whose address is 627 Progress Way, Sanford, Florida 32771, hereinafter referred to as "CONTRACTOR", 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".

W I T N E S S E T H:

WHEREAS, CONTRACTOR and COUNTY entered into the referenced Agreement on July 30, 2004 to provide physical and electronic security systems, programming, repair, maintenance, support, construction and installation services 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 23 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 C of the Agreement is deleted and replaced in its entirety by the new Exhibit C, attached hereto. The rates as indicated in the new Exhibit C shall be the final rates allowable under this Agreement, including any renewals or additional terms, with no additional increases based on annual CPI.

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.

ATTEST:

SITE SECURE, INC.

, Secretary

By: _____
R. ANDREW BOWMAN, P.E.
Vice-President Operations

(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: _____
BRENDA CAREY, Chairman

For the use and reliance
of Seminole County only.

Date: _____

Approved as to form and
legal sufficiency.

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

AEC/lpk
2/8/08

P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-4214 1am.doc

Attachment:

Exhibit C - Rate Schedule

Exhibit "C"

Line Number	Description	Estimated Expenditure	% Mark-up	Dollar Mark-up
1	Verint/Loronix Parts	\$ 75,000.00	15%	\$11,250.00
2	ThermalSite Parts	\$100,000.00	15%	\$15,000.00
3	PCSC Parts	\$ 35,000.00	15%	\$ 5,250.00
4	All Other Materials & Parts	\$ 25,000.00	15%	\$ 3,750.00
5	Sub-Contractors	\$ 15,000.00	10%	\$ 1,500.00
6	Equipment Rentals	\$ 5,000.00	10%	\$ 500.00
LABOR RATE SCHEDULE				
7	Project Management (IV)			\$ 107.50
8	Installation Foreman (III)			\$ 89.85
9	Installation Technician (II)			\$ 74.59
10	Installation Technician (helper)			\$ 60.33
11	System Engineer / Designer			\$ 104.20
12	Design Engineering P.E.			\$ 126.15
13	Design Engineering non-P.E.			\$ 115.18
14	Draftsman /CAD Technician			\$ 71.30
15	Programming Services			\$ 85.00
16	Clerical (O&M Documentation)			\$ 45.00
17	Telephone Support (30 min. base rate)			\$ 42.50
18	Telephone Support (15 min. increment)			\$ 21.25
19	Emergency Service / Non-business Hours rate multiplier			50%

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: RFP-600192-07/BJC - Term Contract for Web Programming Services

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Tammy Roberts

EXT: 7115

MOTION/RECOMMENDATION:

Approve Amendment #1 to RFP-600192-07/BJC with Sharon Cameron, Orlando, to increase the not to exceed amount budgeted annually in excess of \$100,000.00 for web programming services.

County-wide

Ray Hooper

BACKGROUND:

This project was publicly advertised and the County received four (4) submittals in response to the solicitation. The contract was executed and approved for \$100,000.00 per three year term of the contract on July 13, 2007.

The Review Committee, which consisted of Priscilla Glasgow, IT Department; Delisa Glover, IT Department; and Lori Czerwinski, IT Department, evaluated the responses. Consideration was given to the effectiveness of instructions to install and implement sample project; demonstrated knowledge of required tools via sample; support and maintainability of sample; efficiency of sample; and price. The review committee recommended award of the project to Sharon Cameron, Orlando, and Virtual Media & Associates, Ocoee, in the not to exceed amount of \$100,000.00 in accordance with Section 8.153, Seminole County Administrative Code, for County Manager's execution.

Amendment #1 to RFP-600192-07/BJC with Sharon Cameron, Orlando, will increase the not to exceed amount in excess of \$100,000.00 per year in accordance with the annual budget, therefore requiring Board approval.

Supporting documents include Amendment #1 as prepared by the County Attorney's Office.

STAFF RECOMMENDATION:

Staff recommends the Board approve Amendment #1 to RFP-600192-07/BJC with Sharon Cameron, Orlando, to increase the not to exceed amount budgeted annually in excess of \$100,000.00 for web programming services.

ATTACHMENTS:

1. 1st Amendment

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**FIRST AMENDMENT TO AGREEMENT TERM CONTRACT FOR WEB PROGRAMMING SERVICES
(RFP-600192-07/BJC)**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 13th day of July, 2007, between **SHARON CAMERON**, whose mailing address is P.O. Box 585301, Orlando, Florida 32858, hereinafter referred to as "CONTRACTOR," 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".

W I T N E S S E T H:

WHEREAS, CONTRACTOR and COUNTY entered into the above-referenced Agreement on July 13, 2007, for web programming 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 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. Section 5 of the Agreement is amended to read:

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, is expected to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS

(\$100,000.00) per year, but shall not exceed the amount budgeted annually by COUNTY for web programming services.

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.

Witness

Print Name

Witness

Print Name

By: _____
SHARON CAMERON

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.



By: _____
BRENDA CAREY, 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

AEC/lpk

2/19/08

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EXHIBIT A
Section 1 –
Description of Services

Background:

The Business Innovation and Technology Services (BITS) Department within Seminole County currently supports a multitude of websites and web applications. Several long and short term projects are planned which will enhance the services the department currently provides. Programming resources are needed not only to maintain and support existing applications but to staff these newly planned projects.

Scope of Work:

Seminole County Board of County Commissioners hereby solicits sealed written proposals for the provision of custom web programming services utilizing Microsoft Visual Basic .NET 2005, Microsoft SQL Server 2005, AJAX Controls, and Crystal Reports XI.

General Description of Services:

Seminole County Board of County Commissioners hereby solicits sealed written proposals for the provision of custom web programming services utilizing Microsoft Visual Basic .NET 2005, Microsoft SQL Server 2005, AJAX Controls, and Crystal Reports XI. At the beginning of each project, a detailed design will be provided by the BITS department along with an estimated number of hours to complete. Projects will be designed to be completed within 6-8 weeks. After development, the vendor will deliver all source code and project files, along with appropriate instruction and documentation, to BITS for review and implementation. Payment for the custom software will be rendered after acceptance by the BITS department.

Section 5 Price Proposal

PROJECT: WEB PROGRAMMING SERVICES - RFP-600192-07/BJC

Name of Proposer: SHARON CAMERON
 Mailing Address: P.O. BOX 585301 ORLANDO FL 32858
 Street Address: 1695 CIARA WARD AVE, APOPKA FL 32703
 City/State/Zip: ORLANDO FL 32858
 Phone Number: (407) 521-0304 FAX Number: ()

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, hereby proposes and agrees to perform all in strict conformity Contract Documents, including Addenda Nos. _____ through _____, on file at the Purchasing Division for the amount hereinafter set forth. The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation.

In accordance with the specifications indicated in the RFP, the undersigned Proposer hereby submits the following for providing Seminole County with the required services. The undersigned Proposer accepts all terms and conditions stated herein, and agrees to comply with all laws, State of Florida regulations and other factors affecting this project. The Proposer certifies that this proposal is based upon all conditions as listed in the proposal documents and that has made no changes in the proposal document as received. The Proposer further proposes and agrees, if his submittal is accepted, he will execute an appropriate agreement for the purpose of establishing a formal contractual relationship between him/her and Seminole County, Florida, for the performance of all requirements to which this proposal pertains.

PROPOSED HOURLY RATE: \$ 30/hr to \$50/hr, see Attachment
 This proposed rate shall be inclusive of all costs, such as services, materials, G&A, overhead and profit.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this
11th day of MAY, 2007.

SHARON CAMERON
 (Name of PROPOSER)

Sharon Cameron
 (Signature of person signing FORM)

SHARON CAMERON
 (Printed name of person signing FORM)

OWNER
 (Title of person signing FORM)

Seminole County Purchasing and Contracts Division
1101 E. 1st St.
Room 3208
Sanford, FL 32771
May 11, 2007

Betsy Cohen, CPPB
Purchasing Supervisor
407-665-7112

SUBJECT: Attachment for Explanation of Price Range

Dear Ms Cohen:

The Price range of \$30/hr to \$50/hr is as follows:

\$30/hr- simpler applications involving creation and maintenance of web pages, script languages, Crystal Reports, etc.

\$40/hr- moderately complex applications involving data normalization, etc.

\$50/hr- complex applications involving more advanced skills, such as AJAX controls.

Sincerely

Sharon Cameron

Enclosure

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Change Order #3 to CC-0751A-06/TLR - CR46A Phase III, CR15 to Old Lake Mary Road

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Jacqui Perry

EXT: 7114

MOTION/RECOMMENDATION:

Approve Change Order #3 to CC-0751A-06/TLR with Gibbs & Register, Inc of Winter Garden, Florida, in the amount of \$272,228.00, to provide for the modification to drainage structure S-209, Powder Coat Aluminum Handrail, drainage structure S-101A and quantity overruns and underruns due to actual field measurements and add thirteen days to completion, which extends the final completion date to March 27, 2008.

County-wide

Ray Hooper

BACKGROUND:

CC-0751A-06/TLR provides for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of a four lane urban roadway section approximately 1.025 miles in length along an existing 2-lane corridor of CR 46A (HE Thomas Jr. Parkway), from Upsala Road to Old Lake Mary Road.

Change Order #3 to CC-0751A-06/TLR will provide for the modification to drainage structure S-209, Powder Coat Aluminum Handrail, drainage structure S-101A and quantity over-runs and under-runs due to actual field measurements and add thirteen days to final completion, which extends the final completion date to March 27, 2008.

The following is a summary of the cost of the Agreement:

Original Agreement Sum:	\$7,108,000.00
Change Order#1:	42,842.00
Change Order#2:	211,515.00
Change Order #3:	<u>272,228.00</u>
Revised Agreement Total:	\$7,634,585.00

This is a budgeted project and funds are available in Engineering-Roads (Account #077515.560670, CIP#00011401) and Arterial Road Projects (Account #077521.560670, CIP#00011401).

STAFF RECOMMENDATION:

Staff recommends that the Board approve Change Order #3 to CC-0751A-06/TLR with Gibbs & Register, Inc of Winter Garden, Florida, in the amount of \$272,228.00, to provide for the modification to drainage structure S-209, Powder Coat Aluminum Handrail, drainage structure S-101A and quantity overruns and underruns due to actual field measurements and add thirteen days to completion, which extends the final completion date to March 27, 2008.

ATTACHMENTS:

1. CC-0751-06/TLR- CO#3 to Gibbs and Register Inc.

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

SEMINOLE COUNTY, FLORIDA
CHANGE ORDER FOR CONSTRUCTION PROJECTS



Engineering Division

PURCHASING DIVISION
(407) 321-1130

1101 E. First Street
Sanford, FL 32771

CONTRACT NO: CC-0751A-06/TLR INITIATION DATE: 01-23-2008 ORIGINAL CONTRACT DATE: 11-07-2006
CHANGE ORDER NO: 03 ACCOUNT NO: _____ ARCH/ENG PROJECT:# _____
CONTRACT FOR: CR-46A Phase III, CR-15 Country Club Rd to Old Lake Mary Rd

YOU ARE REQUESTED TO MAKE THE FOLLOWING CHANGE(S) IN THIS CONTRACT:

See Attachment A.

REASON FOR CHANGE(S):

See Attachment A

ORIGINAL CONTRACT SUM:	\$	<u>7,108,000.00</u>
CONTRACT SUM PRIOR TO THIS CHANGE ORDER	\$	<u>7,362,357.00</u>
CHANGE ORDER (increased) (decreased) (unchanged)	\$	<u>272,228.00</u>
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE	\$	<u>7,634,585.00</u>
CONTRACT TIME WILL BE (increased) (decreased) (unchanged) BY (13) CALENDAR DAYS		<u>13 days</u>
FINAL COMPLETION DATE THROUGH THIS CHANGE ORDER		<u>March 27, 2008</u>

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

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

NOT VALID UNTIL SIGNED BY OWNER, ARCHITECT/ENGINEER AND CONTRACTOR

Public Works / Engineering
DEPT/DIV. _____
By: [Signature]
Date: 2/12/08
HDR - Construction Control Corp.
ARCHITECT/ENGINEER
104 Forrest Drive
Sanford, FL 32773-4713
Address _____
By: [Signature]
Date: 1/29/08

GIBBS & REGISTER, INC.
CONTRACTOR (Seal)
232 South Dillard Street
Winter Garden, FL 34787
address _____
By: [Signature]
Date: 1/25/08

Approved as to form & legal sufficiency: _____
County Attorney

_____ Date

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

ATTEST:

Brenda Carey, Chairman

MARYANNE MORSE, Clerk to the Board of County
Commissioners in and for Seminole County, Florida

BCC APPROVAL DATE: _____

DATE: _____

Attachment A.

YOU ARE REQUESTED TO MAKE THE FOLLOWING CHANGE(S) IN THIS CONTRACT:

- A. The proposed drainage structure (S-209) on Old Lake Mary Road station 109+46, 13.25-ft. left is being changed. The drainage structure S-209 which is a Type P-6 curb inlet will need to be modified to a Type V gutter inlet. Also the existing ring and cover on storm water manhole C-29 on the SW corner of CR-46A and Forrest Drive needed to be lowered to match the finish grade at that area.
- B. Seminole County has requested that all of the aluminum handrail (1,210 LF) have a powder coat finish. The color will be Forest Green, Product No. PSP4543J.
- C. Errors to the pay item quantities of various roadway pay items has led to substantial overruns and underruns which are as follows:

- 1. Pay Item #430-171-138 Pipe Culvert RCP 36" – On the summary of drainage structure sheet 14 the quantity of 36-inch RCP for structures S-215 and S-215A was incorrectly placed in the column for 24-inch RCP and the 36-inch RCP for S-216 was incorrectly placed in the column for 30-inch RCP. The installation of the 36-inch RCP in complete at this time. Due to the above there is an overrun of 205.0 LF of 36-inch RCP. Pay Item #430-171-138 will be increased by 205.0 LF at the contract unit price of \$140.00 per LF for an increase to the original contract of \$28,700.00. This is the final quantity adjustment for this pay item.
- 2. Pay Item #430-171-129 Pipe Culvert RCP 24" – There will be an underrun to the final quantity of the 24" RCP due to the pipe quantities for drainage structures S-215 and S-215A being included in the 24" RCP column instead of the 36" RCP column. See summary of drainage structures plan sheet #14 and plan sheet #29 and #122. Due to this error and final measured lengths of 24" RCP installed, there will be an underrun of 65.0 LF. Pay Item #430-171-129 will be decreased by 65.0 LF at the contract unit price of \$87.00 per LF for a decrease to the original contract of <\$5,655.00>. This is the final quantity adjustment for this pay item.
- 3. Pay Item #430-171-133 Pipe Culvert RCP 30" – There will be an underrun to the final quantity of the 30" RCP due to the pipe quantities for drainage structure S-216 being included in the 30" RCP column instead of the 36" RCP column. See summary of drainage structures plan sheet #14 and plan sheet #29. Due to this error and the final measured length of the 30" RCP installed there will be an underrun to pay item #430-177-129 of 67.0 LF. Pay Item #430-171-133 will be decreased by 67.0 LF at the contract unit price of \$115.00 per LF for a decrease to the original contract of <\$7,705.00>. This is the final quantity adjustment for this pay item.
- 4. Pay Item #160-4 Type "B" Stabilization (12") – The 12" of Type "B" Stabilization (LBR 40) for the maintenance berms in Ponds 1 & 2 was not included in the bid pay item quantity (see comp book and plan sheets 121 & 122 for pond berms). Total overrun for Ponds 1 & 2 is 3,101.08 SY. Also six areas in the Rt. and Lt. roadway were omitted from the bid pay item quantity. The areas are as follows:

- 1. Lt. roadway station 166+00.37 to 168+60, $\frac{259.63' \times 26'}{9} = 750.04 \text{ SY}$
- 2. Lt. roadway station 177+45.50 to 180+05.50, $\frac{260' \times 26'}{9} = 751.11 \text{ SY}$
- 3. Lt. roadway station 177+45.50 to 179+55.50, $\frac{210' \times 12'}{9} = 280.00 \text{ SY}$
- 4. Lt. roadway station 187+18 to 189+53, $\frac{235' \times 26'}{9} = 678.90 \text{ SY}$
- 5. Rt. roadway station 176+19 to 177+45, $\frac{126' \times 26'}{9} = 364.00 \text{ SY}$
- 6. Rt. roadway station 185+91.50 to 187+18, $\frac{126.50' \times 26'}{9} = 365.44 \text{ SY}$

Due to the above there is an overrun of stabilization at Ponds 1 & 2 of 3,101.08 SY and an overrun of stabilization for the roadway of 3,189.49 SY – total overrun 6,290.57 SY. Pay Item #160-4 will be increased by 6,290.57 SY at the contract unit price of \$9.00 per SY for an increase to the original contract of \$56,615.13.

5. Pay Item #285-709 Optional Base Group 09 – missing quantities for Type B Stabilization (roadway) reflects the same missing quantities for this limerock base item. Pay Item 285-709 will be increased by 3,189.49 SY times contract unit price of \$26.00 per FY for an increase to the original contract of \$82,926.74.
 6. Pay Item #331-72-24 Type S Asphalt 2½ - missing quantities on Optional Base Group 09. Reflects the same missing quantities for this asphalt item. Pay item 331-72-24 will be increased by 3,189.49 SY times the contract unit price of \$16.00 per SY for an increase to the original contract of \$51,031.84.
 7. Pay Item #337-7-3 Asphaltic Concrete Friction Course Rubber (1") – missing quantities on Optional Base Group 09. Reflects the same missing quantities for this asphalt friction course item. Pay item #337-7-3 will be increased by 3,189.49 SY times the contract unit price of \$10.00 per SY for an increase to the original contract of \$31,894.90.
- D. A new drainage structure will need to be installed (S-101A) behind existing structure S-101 at station 19+05 Lt. on Forrest Drive the new structure DBI Type "C". Install 6-ft. of 18-in. RCP between structures S-101 and S-101A at a flow line of 47.50 Ft. Remove existing F-curb crossing ditch at station 18+40 Lt. Modify existing F-curb at station 18+40 Lt. to a flared end. Grade new ditch from station 18+00 to 19+20.
- E. The Contractor elected to take the automatic time suspension for vacation time for his employees. See Section 6.42 Contractor's Vacation in the Seminole County General Conditions. Two periods of time are established for automatic time suspensions. These periods are Thanksgiving which includes Thanksgiving Day and the following Friday, Saturday and Sunday and Christmas which includes December 24th through January 1st, for a total of thirteen (13) days.
- Thirteen (13) Contract Days will be added to the original contract time of 360 days for substantial completion, for a new time of 373 contract days for substantial completion and 403 contract days for final completion.

REASON FOR CHANGES:

- A. Drainage structure S-209 had to be modified to a Type V gutter inlet due to the location of the homeowners existing driveway. The existing driveway was not shown on the construction plans thereby causing this change. The existing ring and cover on Structure C-29 on the SW corner of CR-46A and Forrest Drive was lowered to prevent a trip hazard and damage to the maintenance mowers.

The cost to modify and adjust the two above drainage structures is \$1,545.00 with no additional contract time.

- B. The powder coat Forest Green color was added to the aluminum handrail to harmonize the project with the adjacent surroundings and make the handrail environmentally friendlier. The cost to powder coat the 1,210 LF of aluminum handrail is \$26,995.10 with no additional contract time.
- C. Errors to the pay item quantities of various roadway pay items has led to substantial overruns and underruns which are as follows:

1. Pay Item #430-171-138 Pipe Culvert RCP 36" – On the summary of drainage structure sheet 14 the quantity of 36-inch RCP for structures S-215 and S-215A was incorrectly placed in the column for 24-inch RCP and the 36-inch RCP for S-216 was incorrectly placed in the column for 30-inch RCP. The installation of the 36-inch RCP is complete at this time. Due to the above there is an overrun of 205.0 LF of 36-inch RCP. Pay Item #430-171-138 will be increased by 205.0 LF at the contract unit price of \$140.00 per LF for an increase to the original contract of \$28,700.00. This is the final quantity adjustment for this pay item.
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3. Pay Item #430-171-133 Pipe Culvert RCP 30" – There will be an underrun to the final quantity of the 30" RCP due to the pipe quantities for drainage structure S-216 being included in the 30" RCP column instead of the 36" RCP column. See summary of drainage structures plan sheet #14 and plan sheet #29. Due to this error and the final measured length of the 30" RCP installed there will be an underrun to pay item #430-171-129 of 67.0 LF. Pay Item #430-171-133 will be decreased by 67.0 LF at the contract unit price of \$115.00 per LF for a decrease to the original contract of <\$7,705.00>. This is the final quantity adjustment for this pay item.
4. Pay Item #160-4 Type "B" Stabilization (12") – The 12" of Type "B" Stabilization (LBR 40) for the maintenance berms in Ponds 1 & 2 was not included in the bid pay item quantity (see comp book and plan sheets 121 & 122 for pond berms). Total overrun for Ponds 1 & 2 is 3,101.08 SY. Also six areas in the Rt. and Lt. roadway were omitted from the bid pay item quantity. The areas are as follows:

1. Lt. roadway station 166+00.37 to 168+60, $\frac{259.63' \times 26'}{9} = 750.04 \text{ SY}$

2. Lt. roadway station 177+45.50 to 180+05.50, $\frac{260' \times 26'}{9} = 751.11 \text{ SY}$

3. Lt. roadway station 177+45.50 to 179+55.50, $\frac{210' \times 12'}{9} = 280.00 \text{ SY}$

4. Lt. roadway station 187+18 to 189+53, $\frac{235' \times 26'}{9} = 678.90 \text{ SY}$

5. Rt. roadway station 176+19 to 177+45, $\frac{126' \times 26'}{9} = 364.00 \text{ SY}$

6. Rt. roadway station 185+91.50 to 187+18, $\frac{126.50' \times 26'}{9} = 365.44 \text{ SY}$

Due to the above there is an overrun of stabilization at Ponds 1 & 2 of 3,101.08 SY and an overrun of stabilization for the roadway of 3,189.49 SY – total overrun 6,290.57 SY. Pay Item #160-4 will be increased by 6,290.57 SY at the contract unit price of \$9.00 per SY for an increase to the original contract of \$56,615.13.

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- D. The additional drainage structure (S-101A) was needed to prevent flooding along Forrest Drive and property owners caused by the new construction on CR-46A and Forrest Drive.

The cost of the new drainage structure and modification will be \$5,899.29.

- E. The Contractor elected to take the automatic time suspension for vacation time for his employees. See Section 6.42 Contractor's Vacation in the Seminole County General Conditions. Two periods of time are established for automatic time suspensions. These periods are Thanksgiving which includes Thanksgiving Day and the following Friday, Saturday and Sunday and Christmas which includes December 24th through January 1st, for a total of thirteen (13) days.

Thirteen (13) contract days will be added to the original contract time of 360 days for substantial completion, for a new time of 373 contract days for substantial completion and 403 contract days for final completion.

Total cost of Change Order #03 items:

Item A	\$ 1,545.00
Item B	\$ 26,995.10
Item C-1	\$ 28,700.00
Item C-2	<\$ 5,655.00>
Item C-3	<\$ 7,705.00>
Item C-4	\$ 56,615.13
Item C-5	\$ 82,926.74
Item C-6	\$ 51,031.84
Item C-7	\$ 31,894.90
Item D	\$ 5,899.29
Total Cost	\$272,248.00

The above issues have been reviewed and accepted by HDR and approved by Seminole County Engineering for payment.

C. O. #3

ITEM A

ISSUE A C.O. #3



GIBBS & REGISTER, INC.

232 South Dillard Street
Winter Garden, Florida 34787
Telephone: (407) 654-6133
Facsimile: (407) 654-6134

August 14, 2007

Mr. Dean A. Hilborne
Sr. Project Administrator
HDR
104 Forrest Dr.
Sanford, FL 32773

Re: Seminole County: CC-0751A-06/TLR
CR46A Phase III, CR15 Country Club Rd. to Old Lake Mary Rd.
Subject: Storm Modifications Change Order (J07005.08)

Dear Mr. Hilborne:

I am in receipt of your letter dated August 1, 2007 requesting additional pricing for two storm drainage modifications on the above referenced project. G&R has completed our cost analysis of the proposed modification and is offering to complete this work for the lump sum amount of \$ 1,545.00. I have attached a detailed breakdown of all costs associated with this change order. Please review this information and respond accordingly.

If there are any questions or if additional information is required please feel free to contact me.

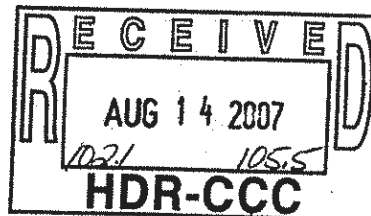
Sincerely,
Gibbs & Register, Inc.

John E. Rodriguez,
Project Manager

cc: J07005:29

price is acceptable
and 8/17/07 OK
10/16/07

~~10/16/07~~
~~10/15/07~~



CHANGE ORDER SUMMARY

GIBBS & REGISTER, INC.
530 S. MAIN ST. WINTER GARDEN, FLORIDA 34787
PHONE: (407) 654-6133 FAX: (407) 654-6134

Proposal # J07005.07

Date: 8/14/2007

DESCRIPTION OF WORK: S209 & C-29 MODIFICATIONS

LOCATION OF WORK: CR46A PHASE III

LOCATION OF WORK: CR46A PHASE III														
LABOR				MATERIAL				EQUIPMENT						
CREW DESCRIPTION	NO.	TOTAL HOURS	HOURLY RATE	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT	SIZE AND CLASS	QTY	EQUIP NO.	TOTAL HOURS	HOURLY RATE	AMOUNT
STANDARD TIME														
FOREMAN	1	4.00	\$30.00	INLET TOP	1	EA	\$85.00	\$85.00	938 CAT LOADER	1			\$60.00	
GRADER OPERATOR			\$28.00	TRANS. SECTION	1	EA	\$300.00	\$300.00	314 EXCAVATOR	1			\$75.00	
EQUIPMENT OPERATOR	1	4.00	\$18.00						220 EXCAVATOR	1		4.00	\$85.00	
DUMP TRUCK DRIVER			\$20.00						330 EXCAVATOR	1			\$100.00	\$340.00
WATER TRUCK DRIVER			\$17.00						416 BACKHOE	1			\$50.00	
PIPE LAYER	2	4.00	\$17.00						ROLLER	1			\$45.00	
CONCRETE FINISHER			\$18.00						GRADER	1			\$85.00	
LABORER	1	4.00	\$13.00						D41 DOZER	1			\$65.00	
OVERTIME														
FOREMAN			\$45.00						SKID STEER	1			\$40.00	
GRADER OPERATOR			\$42.00						MINI EXCAVATOR	1			\$40.00	
EQUIPMENT OPERATOR			\$27.00	Materials Subtotal					SMALL EQUIP.	1			\$15.00	
DUMP TRUCK DRIVER			\$30.00	Sales Tax			6.5%	\$385.00	CREW TRUCK	1			\$30.00	
WATER TRUCK DRIVER			\$25.50	Material Markup			15%	\$25.03	WATER TRUCK	1			\$45.00	
PIPE LAYER			\$25.50	TOTAL MATERIAL COSTS:				\$61.50	DUMP TRUCK	1			\$55.00	
CONCRETE FINISHER			\$27.00					\$471.53	TRAFFIC ROLLER	1			\$40.00	
LABORER			\$19.50	SUBCONTRACTORS					950 SIZE LOADER	1			\$85.00	
									CONCRETE PUMP	1			\$40.00	
IDLE EQUIPMENT RATES														
				Equipment Trans.	1				938 LOADER IDLE	1			\$175.00	
									314 EXC. IDLE	1			\$23.00	
									220 EXC. IDLE	1			\$33.00	
									416 BACKHOE IDLE	1			\$35.00	
									ROLLER IDLE	1			\$18.00	
									GRADER IDLE	1			\$19.00	
									DOZER IDLE	1			\$38.00	
									SKID STEER IDLE	1			\$33.00	
									MINI EXC. IDLE	1			\$18.00	
									HYD. SHORING	1			\$18.00	
													\$650.00	
Equipment Subtotal														
Equipment Markup														
TOTAL EQUIPMENT COSTS:														
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C. O. #3

ITEM B

15562 B



Transmittal

Attention: John E. Rodriguez, Project Manager	Date: 16-Nov-07	Job No: CC-0751A-06/TLR
To: Gibbs & Register, Inc.	Phone: 407-324-8545	

Regarding: CR-46A Phase III, CR 15 Country Club Rd to Old Lake Mary Rd

We are sending you: ☒ Attached ☐ Under separate cover via _____ the following items

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change Order ☒ Other Submittal

Copies	Date	No.	Description
5		037A	Aluminum Handrail – Conforms as Noted

These are transmitted as checked below:

- | | | |
|---------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Conforms as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input type="checkbox"/> For your use | <input checked="" type="checkbox"/> Conforms as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For review/comment | <input type="checkbox"/> Rejected | |
| <input type="checkbox"/> For bids due _____ | <input type="checkbox"/> Prints returned after loan to us | |

Remarks Submittal #37A for the Aluminum Pedestrian Handrail (54" picket) is being approved as noted. The aluminum handrail will receive a powder coating. The color will be Forest Green Product #PSP4543J with a 2-year warranty. The additional cost to the contract for the powder coating will be \$22.31 per lineal foot of handrail, for a total lump sum price of \$26,995.10.
A change order will be prepared to compensate G&R for this additional cost.

Copy to William M. Glennon, P.E., Seminole Co.
File 102.10; 104.1; 105.5

Signed Linda L. Ries, CPS
FOR DEAN A. HILBORNE, PROJECT ADMINISTRATOR

If enclosures are not as noted, please notify us at once



GIBBS & REGISTER, INC.

232 South Dillard Street
Winter Garden, Florida 34787
Telephone: (407) 654-6133
Facsimile: (407) 654-6134

September 17, 2007

Mr. Dean A. Hilborne
Sr. Project Administrator
HDR
104 Forrest Dr.
Sanford, Florida 32773-4713

Re: Seminole County: CC-0751A-06/TLR
CR46A Phase III, CR15 Country Club Rd. to Old Lake Mary Rd.
Subject: Aluminum Handrail Submittal

Dear Mr. Hilborne:

The purpose of this letter is to provide HDR with the Aluminum Handrail Shop Drawing that we intend to utilized on the above referenced project. Please review this information and respond accordingly.

If you have any questions or concerns, feel free to contact me in the office.

Sincerely,
Gibbs & Register, Inc.

John E. Rodriguez,
Project Manager

Enclosures (8)

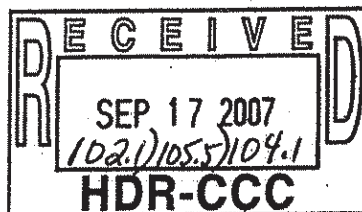
cc: J07005:45

- A. CONFORMS AS SUBMITTED ☐
B. CONFORMS AS NOTED ☒
C. REVISE AND RESUBMIT ☐
D. REJECTED ☐
E. NO EXCEPTIONS ☐

This review is for general conformance with design concept only. Any deviation from plans or specifications not clearly noted by the contractor has not been reviewed. Review shall not constitute a complete check of detailed dimensions or count or serve to relieve the contractor of contractual responsibility for any error or deviation from contract requirements.

HDR CONSTRUCTION CONTROL CORPORATION

By WAA Date 11/16/07
Shop Drawing Reference No. 37-B
Project No. CC-0751A-06/TLR



Hilborne, Dean

From: Glennon, William [WGlennon@seminolecountyfl.gov]
Sent: Thursday, November 01, 2007 7:46 AM
To: Ries, Linda L.
Cc: Douglas, Steven; Hilborne, Dean
Subject: RE: CR-46A Phase III Powder Coat for Handrails

I have searched other projects for a similar change order and have been unable to locate one. It seems to me this price is reasonable to apply a durable finish to aluminum. As per our conversation, Dean is going to determine the warranty for this item. Hopefully, it will be at least 5 years and we will go with that price.

Bill

William M. Glennon, P.E.

Principal Engineer Construction Management

407-665-5654

From: Ries, Linda L. [mailto:Linda.Ries@hdrinc.com]
Sent: Tuesday, October 30, 2007 8:19 AM
To: Glennon, William
Cc: Douglas, Steven; Hilborne, Dean
Subject: CR-46A Phase III Powder Coat for Handrails

Good Morning,

My scanner isn't working so I'm transmitting a letter from HDR to Seminole County regarding the powder coat for handrails that has not been executed. The original is in your box and will be delivered to your office either today or tomorrow.

HDR is requesting your assistance on whether the price is in accordance with others submitted to Seminole County.

We look forward to hearing from you.

Linda L. Ries, CPS
OSC | CEI Office Manager
HDR ONE COMPANY | Many Solutions
HDR Construction Control Corporation
104 Forrest Drive | Sanford, FL | 32773-4713
Phone: 407.324.8035 | Fax: 407.324.8323 | Email: linda.ries@hdrinc.com

October 24, 2007
Correspondence No. 06-07

Via hand delivery

Seminole County Engineering Division
Attn: William M. Glennon, P.E.
520 W Lake Mary Blvd
Sanford FL 32773-7424

RE: Seminole County CC-0751A-06/TLR
CR-46A Phase III Widening & Realignment
POWDER COAT FOR HANDRAILS

Dear Mr. Glennon:

I have received a cost proposal from Gibbs & Register for the powder coat finish for the aluminum handrail on the referenced project. The price per lineal foot of rail is \$22.31. There's 1,210 LF of handrail on the project, which calculates to \$26,995.10 cost increase to the contract.

I have no cost history on this item to determine a fair and equitable price. I've asked Steve to check prices on ongoing and/or completed Seminole County projects to give us an idea of the cost of this handrail.

I need help from you and Steve on whether this price will be acceptable.

Yours truly,

Dean A. Hilborne
Sr. Project Administrator

DAH:llr

c: Steve Douglas, Seminole Co Engineering
File 102.4; 105.5



GIBBS & REGISTER, INC.

232 South Dillard Street
Winter Garden, Florida 34787
Telephone: (407) 654-6133
Facsimile: (407) 654-6134

October 24, 2007

Mr. Dean A. Hilborne
Sr. Project Administrator
HDR
104 Forrest Dr.
Sanford, FL 32773

Re: Seminole County: CC-0751A-06/TLR
CR46A Phase III, CR15 Country Club Rd. to Old Lake Mary Rd.
Subject: Powder Coat Handrail Change Order (J07005.08)

Dear Mr. Hilborne:

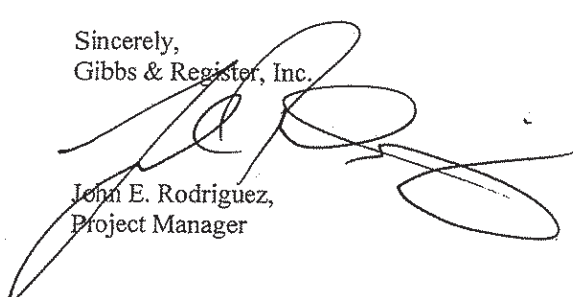
This letter is a follow up to the response we received on Submittal #37, in which you requested a proposal from Gibbs & Register, Inc. (G&R), along with a color sample for the aluminum handrail. G&R has attached four color samples of the proposed handrail for your review.

The additional pricing for the powder coat handrail will be an additional \$ 22.31 per lineal foot. Therefore our revised pricing for these items are as follows:

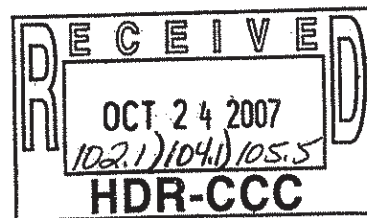
- 3 Line Aluminum Rail Sections \$ 57.31/lf
- 54" Picket Handrail \$ 82.31/lf

Please review this information and respond accordingly. If you have any questions, or if additional information is required, please feel free to contact me.

Sincerely,
Gibbs & Register, Inc.


John E. Rodriguez,
Project Manager

cc: J07005:29





GIBBS & REGISTER, INC.

232 South Dillard Street
Winter Garden, Florida 34787
Telephone: (407) 654-6133
Facsimile: (407) 654-6134

October 23, 2007

Mr. Dean A. Hilborne
Sr. Project Administrator
HDR
104 Forrest Dr.
Sanford, FL 32773

Re: Seminole County: CC-0751A-06/TLR
CR46A Phase III, CR15 Country Club Rd. to Old Lake Mary Rd.
Subject: Powder Coat Handrail Change Order (J07005.08)

Dear Mr. Hilborne:

This letter is a follow up to the response we received on Submittal #37, in which you requested a proposal from Gibbs & Register, Inc. (G&R), along with a color sample for the aluminum handrail. G&R has attached four color samples of the proposed handrail for your review.

The additional pricing for the powder coat handrail will be an additional \$ 24.44 per lineal foot. Therefore our revised pricing for these items are as follows:

- 3 Line Aluminum Rail Sections \$ 59.44/lf
- 54" Picket Handrail \$ 84.44/lf

Please review this information and respond accordingly. If you have any questions, or if additional information is required, please feel free to contact me.

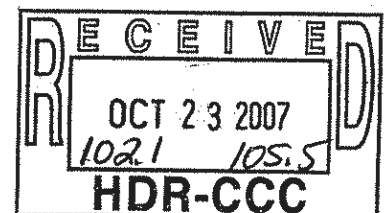
Sincerely,
Gibbs & Register, Inc.

John E. Rodriguez,
Project Manager

cc: J07005:29

Price Revised #22.31.
JAK
10/24/07
Subcontractor cost \$21.25/lineal ft
Prime Contractor Markup 1.06 5%
Cost per LF 22.31

\$22.31 per LF X 1,210 of pipe hand rail and
pedestrian / bicycle railing (54") = \$26,995.10



ALMAR METALS, INC.

October 17, 2007

Gibbs & Register, Inc.
232 South Dillard Street
Winter Garden, FL 34787

REF: Seminole County: CC-0751A-06/TLR
CR46A Phase III, CR 15 Country Club Road to Old Lake Mary Rd

Subject: Powder Coating of Handrail

Almar Metals has included a sample color chip for the proposed powder coat color match to Federal Green 24108. I have sent 4 color chips. I will need to have 2 of the chips approved and sent back to our office. This powder coat powder can be to our applicator in 5-7 days after receipt of the approved color.

The price for the powder coat application to the rail system is \$21.25 per LF. Our contract calls for fabrication and installation of the following:

Powder Coat Prices:

3 Line Aluminum Rail Sections: 27 LF @ \$21.25 Per LF \$ 573.75

54" Aluminum Picket Railing 1,183 LF @ \$21.25 per LF \$25,138.75

All rail types have been fabricated and we can proceed with powder coating for installation upon receipt of the executed change order and the approved color chip.

Please call our office if you have any questions.

Sincerely,



Richard Almond
Sales and Marketing

1735 ARREDONDO GRANT ROAD, DELEON SPRINGS, FLORIDA
PHONE# 386-734-3377 FAX# 386-734-0190

GIBBS & REGISTER, INC.

AL-MAR METALS, INC.

GENERAL NOTES / SPEC SHEET

☒ APPROVED
☐ APPROVED AS NOTED
☐ REJECTED / RESUBMIT

The General Contractor has reviewed the Shop Drawing. Sample or substitution submitted herewith and has determined and hereby certifies that in all respects this submittal is in full compliance and conformance with the contract specifications, drawings and all other contract requirements pertaining thereto.

Submittal by

Date

DATE: 9/10/2007
 PROJECT #: J07005 (AMI #357)
 CONTRACTOR: GIBBS & REGISTER, INC.

STRAIGHT RAIL
 RADIUS RAIL

ALUMINUM	STAINLESS	STEEL	GALVANIZING	ANODIZING
6061-T6	N/A	N/A	N/A	N/A
6063-T6				

FINISH

POWDER COAT TO CUSTOMER COLOR - SINGLE RAL
 AT ADDITIONAL CHARGE

HANDRAILS

54" PICKET INDEX 860

NEOPRENE

1/8" (DUROMETER HARDNESS 60 OR 70) PER SPECIFICATION 932

MATERIALS

ALUMINUM

2" PIPE *
 1.5" PIPE * 6061-T6
 3/4" PIPE * 6061-T6
 2" x 4" x 1/4" TS * 6061-T6
 1/4" PL 6061-T6
 5/8" PL (ASTM B209) 6061-T6
 * ASTM B221 & OR ASTM B429 6061-T6

STEEL

N/A

INCLUDED:

SHOP DRAWINGS
 SHIPPING
 ALL MATERIALS FOR FABRICATION
 INSTALLATION
 RAILING FASTENERS 3/4" X 11" (ASTM F1554 GRADE 36) W/SINGLE LOCKING
 HEX NUTS (ASTM A563 OR ASTM A194) & WASHERS (ASTM F436), HOT-DIP GALVANIZED
 EPOXY FDOT APPROVED, QPL #S937-0200
 (\$937 STRUCTURAL ADHESIVE BONDING COMPOUND TYPE HSHV)
 PER SPEC 416 & 937

EXCLUDED:


TRAFFIC CONTROL
 SITE PREPERATION

NOTES:

ALL WELDING CONFORMS TO AWS D1.2 / 03

AL-MAR METALS, INC.☐ APPROVED☒ APPROVED AS NOTED☐ REJECTED / RESUBMIT**GENERAL NOTES / SPEC SHEET**

General Contractor has reviewed the Shop Drawing, Sample or substitution submitted herewith and has determined and hereby certifies that in all respects this submittal is in full compliance and conformance with the contract specifications, drawings and all other contract requirements pertaining thereto

Submitted by  9/12/07

DATE: 9/10/2007
 PROJECT #: J07005 (AMI #357)
 CONTRACTOR: GIBBS & REGISTER, INC.

ALUMINUM	STAINLESS	STEEL	GALVANIZING	ANODIZING
RAIL & POST 6061 RADIUS 6063	N/A	N/A	N/A	N/A

FINISH: POWDER COAT TO CUSTOMER COLOR - SINGLE RAL AT ADDITIONAL CHARGE

HANDRAILS: ~~3 LINE ALUMINUM INDEX 870~~ 860 54" PICKET

NEOPRENE: 1/8" DUROMETER HARDNESS 60 TO 70

MATERIALS

ALUMINUM
 2" PIPE
 1.5" PIPE
 1/2" X 6" FB

STAINLESS
 N/A

STEEL
 N/A

INCLUDED:

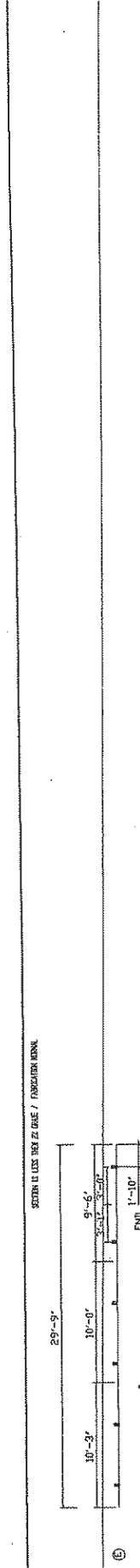
SHOP DRAWINGS
 SHIPPING
 ALL MATERIALS FOR FABRICATION IN ACCORDANCE WITH ASTM B221 OR ASTM B429
 INSTALLATION
 RAILING FASTENERS 3/4" X 8" W/NUTS & WASHERS, HOT-DIP GALVANIZED - ASTM F1554 GRADE A36 -
 ASTM A563 ASTM A194
 EPOXY FDOT APPROVED, QPL #S937-0200
 (S937 STRUCTURAL ADHESIVE BONDING COMPOUND TYPE HSHV)
 PER SPEC 416 & 937

EXCLUDED:

TRAFFIC CONTROL
 SITE PREPERATION / FREE AND CLEAN OF DEBRIS & TRASH

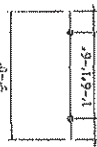
NOTES:

ALL WELDING CONFORMS TO ANSI/AWS D1.2 / 02

[illegible]

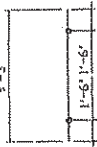
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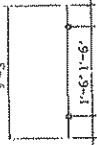
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— 236 —

9-3



FIELD VERIFY ALL RAIL PRIOR TO FABRICATION

NOTES:

ALUMINUM PIPE GUIDERAIL

ALMAR METALS
1735 ARREDONDO GRANT RD.
DELLON SPRINGS FL 32130
386-734-3377 • FAX 386-734-0190

GIBBS & REGISTER
AMI 357

S-3

C. O. #3

ITEM C

ISSUE C

CR-46A - COMPUTATION BOOK CHECK.

160-4 TYPE B STABILIZATION

FOLLOWING AREAS - QUANTITIES NOT NOTED - CALCULATED ARE INCLUDED
w/ PROJECT TOTAL.

LT ROW -

✓ STA 166+00.37 TO 168+60 - $259.63' \times 26' = \frac{6750.38 \text{ SF}}{9} = 750.04 \text{ SY}$

✓ STA 177+45.50 TO 180+05.50 - $266' \times 26' = \frac{6916 \text{ SF}}{9} = 768.44 \text{ SY}$

✓ STA 177+45.50 TO 179+55.50 - $210' \times 12' = \frac{2520 \text{ SF}}{9} = 280.0 \text{ SY}$

✓ STA 187+18 TO 189+53 = $235' \times 26' = \frac{6110 \text{ SF}}{9} = 678.90 \text{ SY}$

Rt ROW

STA 176+19 TO 177+45 = $126' \times 26' = \frac{3276 \text{ SF}}{9} = 364 \text{ SY}$

STA 185+91.50 TO 187+18 = $126.50' \times 26' = \frac{3289 \text{ SF}}{9} = 365.44 \text{ SY}$

POND NO 1 = 1927.86 SY

POND NO 2 = 1173.22 SY

TOTAL FOR PONDS 3,101.08 SY

TOTAL FOR ROADWAY 3,189.49

TOTAL = 6290.57 SY

56,615¹³

MISSING QUANTITIES ON STAB SUBGR REFLECT
ON LIME/CEMENT BASE AND ASPHALT QUANTITIES ALSO

\$182,926⁷⁴ 285-709 - optional base group 09 = 3189.49 SY

\$51,031⁸⁴ 331-72-24 TYPE 5 2 1/2" = 3189.49 SY

\$31,894⁹⁰ 337-7-3 ASDA. CONC FC-3 1" = 3189.49 SY

C. O. #3

ITEM D

ISSUE D



GIBBS & REGISTER, INC.

232 South Dillard Street
Winter Garden, Florida 34787
Telephone: (407) 654-6133
Facsimile: (407) 654-6134

December 19, 2007

Mr. Dean A. Hilborne
Sr. Project Administrator
HDR
104 Forrest Dr.
Sanford, FL 32773

Re: Seminole County: CC-0751A-06/TLR
CR46A Phase III, CR15 Country Club Rd. to Old Lake Mary Rd.
Subject: Forrest Drive DBI Proposal

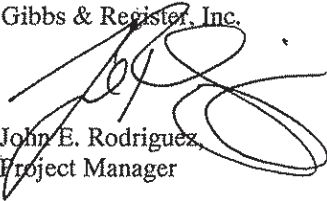
Dear Mr. Hilborne:

The purpose of this letter is to provide HDR with our change order proposal for additional drainage improvements on Forrest Dr. as described in your letter dated October 31, 2007.

Gibbs & Register, Inc. is prepared to complete this work for the lump sum amount of \$ 5,899.29. I have not included the sod restoration as this work can be paid for under the original contract. Attached you will find a detailed breakdown of the costs associated with this work.

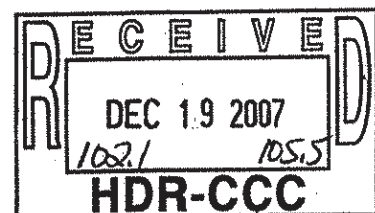
G&R reserves the right to request additional time for this added scope. If you have any questions, feel free to give me a call.

Sincerely,
Gibbs & Register, Inc.


John E. Rodriguez,
Project Manager

cc: J07005:29

*Cost proposal
is approved
JAK
1/03/08*



J07005: 14				CHANGE ORDER SUMMARY				Date: 12/19/2007					
				GIBBS & REGISTER, INC. 530 S. MAIN ST. WINTER GARDEN, FLORIDA 34787 PHONE: (407) 654-6133 FAX: (407) 654-6134									
DESCRIPTION OF WORK: Forrest Dr. Additional Drainage Inlet (PART A: PIPE)													
LOCATION OF WORK: CR46A PHASE III													
LABOR				MATERIAL				EQUIPMENT					
CREW DESCRIPTION	NO.	TOTAL HOURS	HOURLY RATE	DESCRIPTION	QTY	UM	UNIT PRICE	SIZE AND CLASS	QTY	EQUIP NO.	TOTAL HOURS	HOURLY RATE	AMOUNT
STANDARD TIME													
FOREMAN	1	14.00	\$30.00	TYPE C	1	EA	\$675.00	938 CAT LOADER	1		3.00	\$60.00	\$180.00
GRADER OPERATOR	0	0.00	\$28.00	18" RCP	8	LF	\$18.00	314 EXCAVATOR	1		14.00	\$75.00	\$1,050.00
EQUIPMENT OPERATOR	1	14.00	\$18.00	MISC.	1	LS	\$100.00	220 EXCAVATOR	1		0.00	\$85.00	\$0.00
DUMP TRUCK DRIVER	0	0.00	\$20.00					330 EXCAVATOR	1		0.00	\$100.00	\$0.00
WATER TRUCK DRIVER	0	0.00	\$17.00					416 BACKHOE	1		0.00	\$50.00	\$0.00
PIPE LAYER	3	14.00	\$17.00					ROLLER	1		0.00	\$45.00	\$0.00
CONCRETE FINISHER	0	0.00	\$18.00					GRADER	1		0.00	\$85.00	\$0.00
LABORER	0	0.00	\$13.00					D41 DOZER	1		0.00	\$65.00	\$0.00
OVERTIME													
FOREMAN	0	0.00	\$45.00					SKID STEER	1		0.00	\$40.00	\$0.00
GRADER OPERATOR	0	0.00	\$42.00					MINI EXCAVATOR	1		0.00	\$40.00	\$0.00
EQUIPMENT OPERATOR	0	0.00	\$27.00					SMALL EQUIP.	1		0.00	\$15.00	\$0.00
DUMP TRUCK DRIVER	0	0.00	\$30.00	Materials Subtotal				CREW TRUCK	1		0.00	\$30.00	\$0.00
WATER TRUCK DRIVER	0	0.00	\$25.50	Sales Tax			6.5%	WATER TRUCK	1		0.00	\$45.00	\$0.00
PIPE LAYER	0	0.00	\$25.50	Material Markup			15%	DUMP TRUCK	1		0.00	\$55.00	\$0.00
CONCRETE FINISHER	0	0.00	\$27.00	TOTAL MATERIAL COSTS:				TRAFFIC ROLLER	1		0.00	\$40.00	\$0.00
LABORER	0	0.00	\$19.50					950 SIZE LOADER	1		0.00	\$85.00	\$0.00
				SUBCONTRACTORS									
												IDLE EQUIPMENT RATES	
												Equipment Trans.	
												938 LOADER IDLE	
												314 EXC. IDLE	
												220 EXC. IDLE	
												416 BACKHOE IDLE	
												ROLLER IDLE	
												GRADER IDLE	
												DOZER IDLE	
												SKID STEER IDLE	
												MINI EXC. IDLE	
												HYD. SHORING	
				</									

Ries, Linda L.

From: Douglas, Steven [sdouglas@seminolecountyfl.gov]
Sent: Tuesday, October 30, 2007 3:28 PM
To: Ries, Linda L.
Subject: FW: CR-46A Phase III Project
Attachments: Forrest Dr Drainage Structure.pdf

From: Douglas, Steven
Sent: Tuesday, October 30, 2007 3:26 PM
To: 'Hilborne, Dean'; 'Ries, Linda L.'
Cc: Glennon, William
Subject: FW: CR-46A Phase III Project

Dean,

The narrative and sketch are acceptable to the County. Thank you. Please forward the drainage improvement narrative and sketch to the contractor for a cost proposal. Also, please keep in mind that the County would like to see a gradual slope to the proposed D.B.I.

Thanks,

Steve

From: Ries, Linda L. [mailto:Linda.Ries@hdrinc.com]
Sent: Monday, October 15, 2007 4:28 PM
To: Glennon, William
Cc: Douglas, Steven; Hilborne, Dean
Subject: CR-46A Phase III Project

Good Afternoon,

Bill, attached is a sketch and narrative regarding the added drainage structure on Forrest Drive. Please review. We will not forward to the Contractor until we hear from either you or Steve that it's good to go.

Linda L. Ries, CPS
OSC | CEI Office Manager
HDR ONE COMPANY | Many Solutions
HDR Construction Control Corporation
104 Forrest Drive | Sanford, FL | 32773-4713
Phone: 407.324.8035 | Fax: 407.324.8323 | Email: linda.ries@hdrinc.com
www.hdrinc.com

-----Florida has a very broad Public Records Law. Virtually all written communications to

10/30/2007

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

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



October 31, 2007
Correspondence No. 46-07

Sent via Hand Delivery

Gibbs & Register, Inc.
Attn: John Rodriguez, Project Manager
232 South Dillard Street
Winter Garden FL 34787

RE: Seminole County CC-0751A-06/TLR
CR-46A Phase III, CR-15 Country Club Rd to Old Lake Mary Rd
FORREST DRIVE

Dear Mr. Rodriguez:

Additional drainage will be needed behind the F-curb in the Lt. roadway on Forrest Drive from station 18+00 to station 19+20± Lt.

A new drainage structure will need to be installed (S-101-A) behind existing structure S-101 at station 19+05 Lt. roadway. The new structure will be a DBI Type "C" per Standard Index 232 sheet 1 of 5. Flow line elevation should be 47.50 and the elevation of the grate should be at 51.28. Drainage structure S-101 will need to be modified to receive the 6-LF of 18-in. RCP from proposed structure S-101-A. Cut and remove F-curb crossing the existing ditch at station 18+40. Grade new ditch from station 18+30± to new DBI S-101-A at station 19+05. Back grade ditch from station 19+20 to structure S-101-A.

Please provide HDR with a detailed cost proposal for this additional work. Upon review and approval of G&R's cost proposal a change order will be prepared to compensate G&R for this work. If you have any questions or further information is required please contact me.

Yours truly,

Dean A. Hilborne
Sr. Project Administrator

DAH:llr

c: William Glennon, P.E., Seminole County
File 102.2; 105.5

Ries, Linda L.

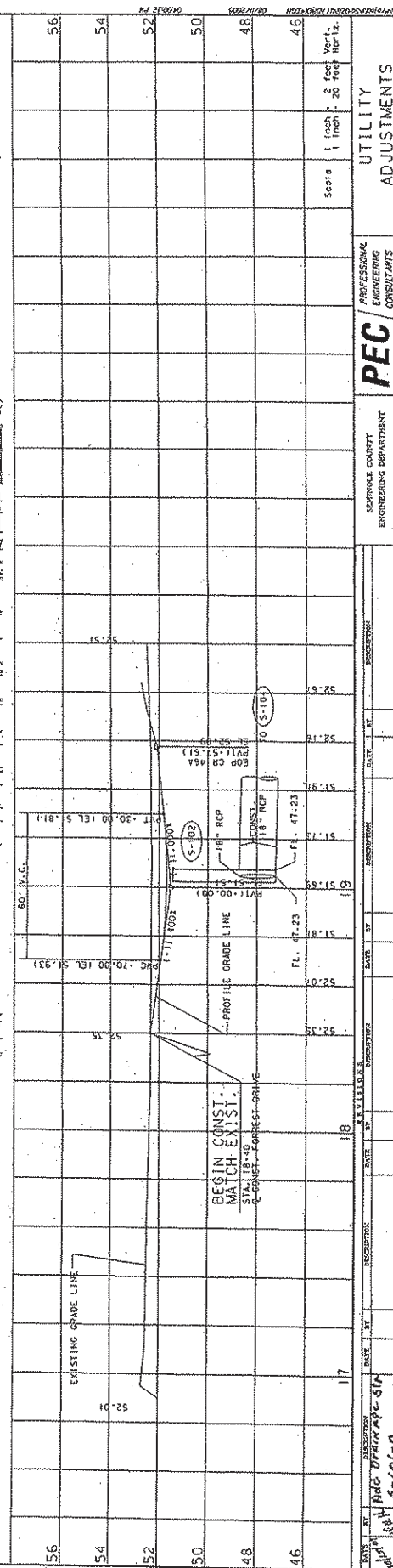
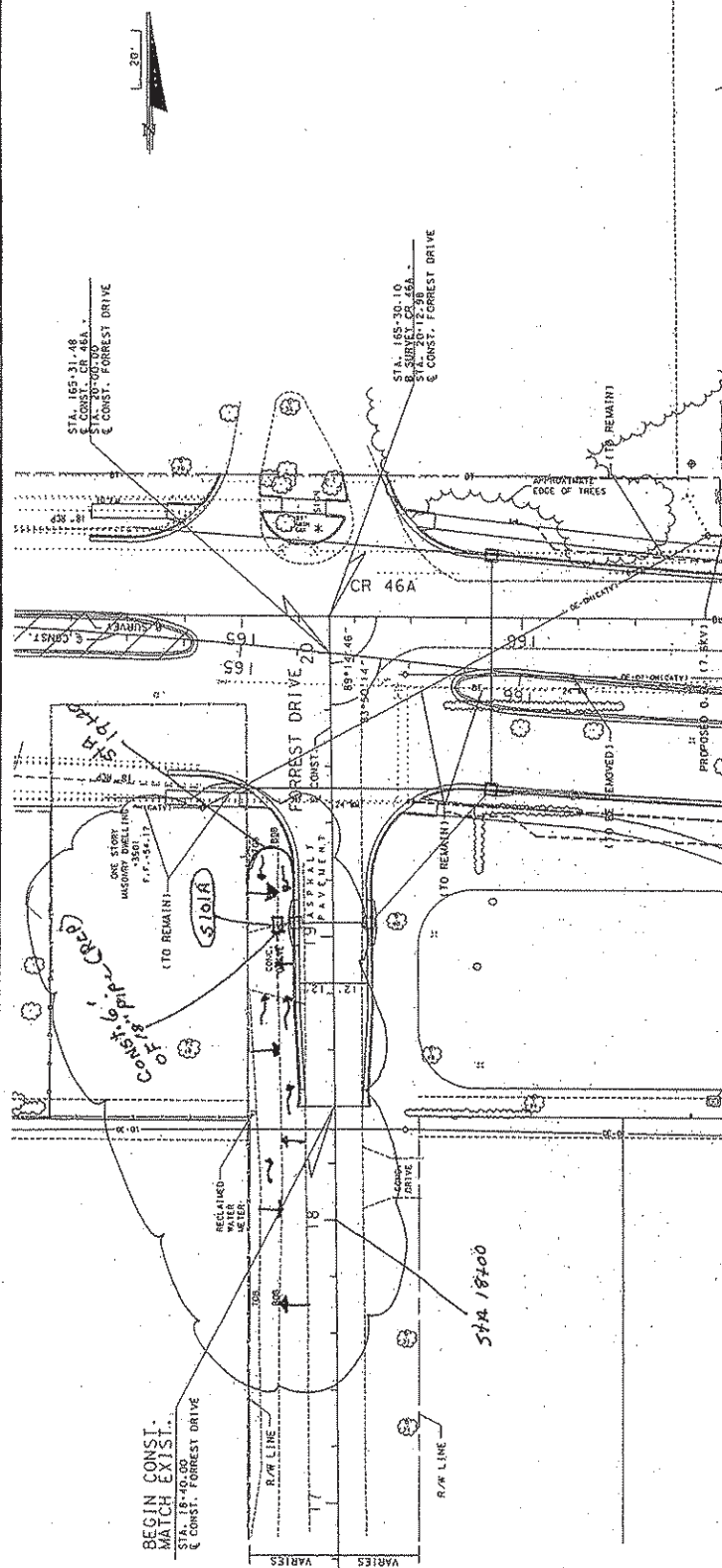
From: Ries, Linda L.
Sent: Monday, October 15, 2007 4:28 PM
To: William M. Glennon (wglennon@seminolecountyfl.gov)
Cc: Steven Douglas (sdouglas@seminolecountyfl.gov); Hilborne, Dean
Subject: CR-46A Phase III Project
Attachments: Forrest Dr Drainage Structure.pdf

Good Afternoon,

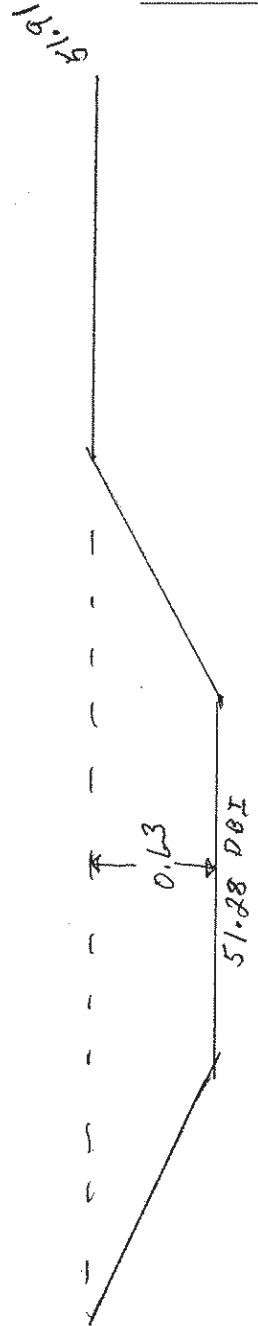
Bill, attached is a sketch and narrative regarding the added drainage structure on Forrest Drive. Please review. We will not forward to the Contractor until we hear from either you or Steve that it's good to go.

Linda L. Ries, CPS
OSC | CEI Office Manager
HDR ONE COMPANY | Many Solutions
HDR Construction Control Corporation
104 Forrest Drive | Sanford, FL | 32773-4713
Phone: 407.324.8035 | Fax: 407.324.8323 | Email: linda.ries@hdrinc.com
www.hdrinc.com

10/15/2007



Project:	Computed:	Date:
Subject:	Checked:	Date:
Task:	Page:	of:
Job #:	No:	



53

52 — 51.91 P top

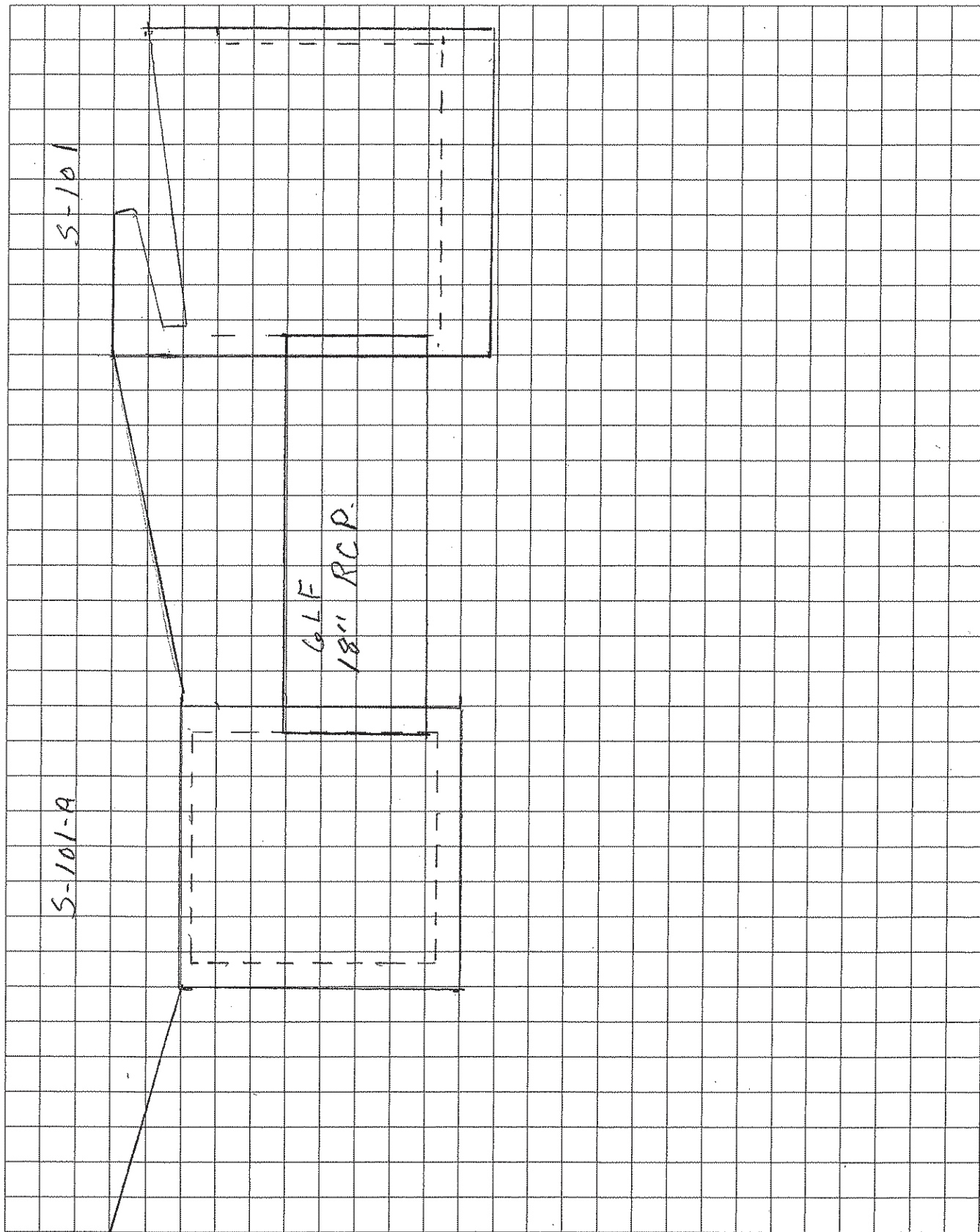
— 51.48 Existing Swale
— DBI top 51.28

51

50

49

48



CR-46A PHASE III

10/30/07

TBM = 53.80'

- STA 166+00± RT& CR46A

HT = 3.22'

NAIL IN WOOD POWER POLE

57.02'

Elev. TOP OF P-6 INLET TOP

S-101

5.11
51.91'

Elev. 5' BACKSIDE OF S-101 -

@ NATURAL GROUND

4.93'
52.09'

Elev. - E EXISTING SWALE

FOREST DR - STA 18+30± L&E.

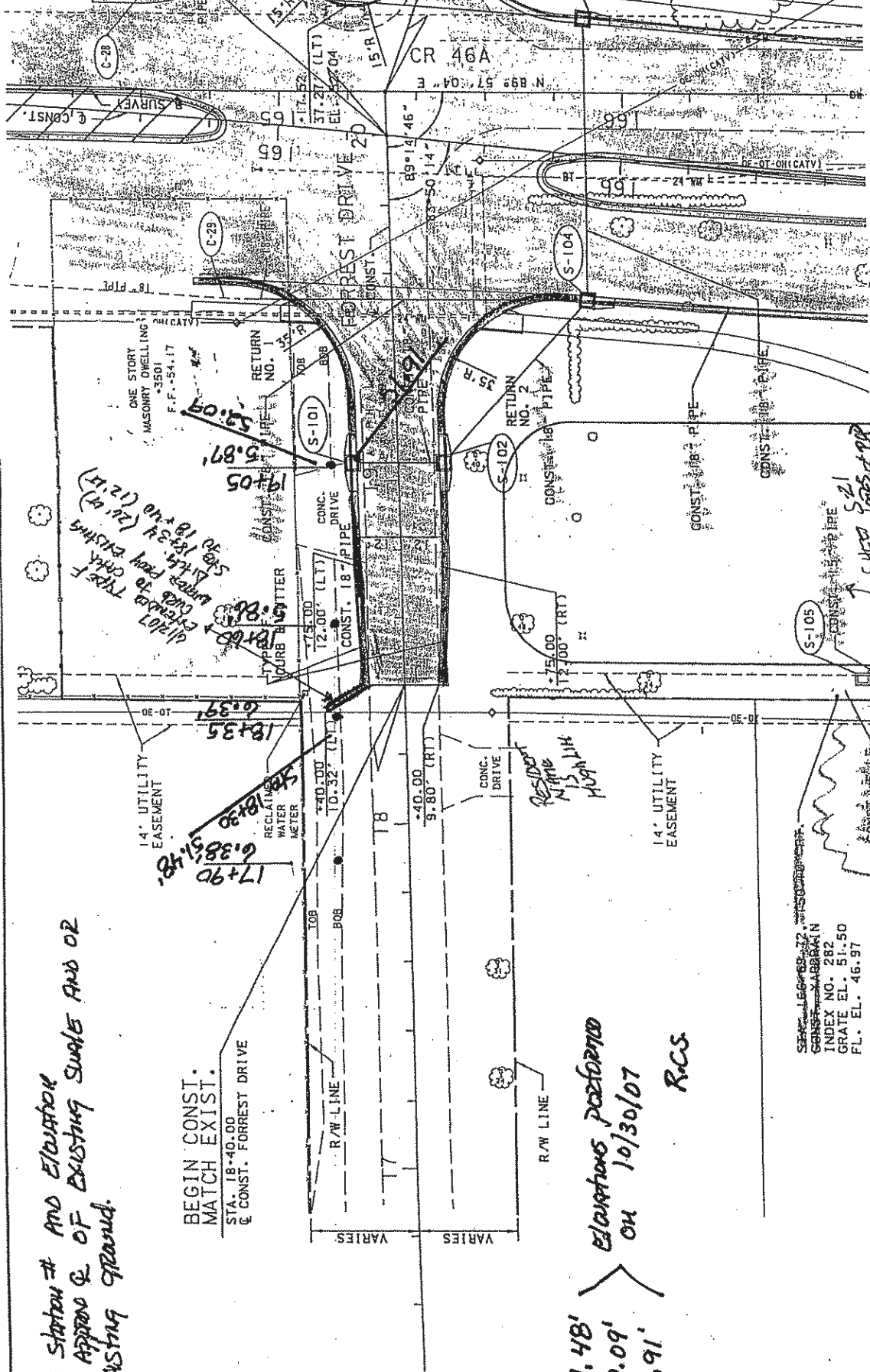
5.54
51.48'

R. STARKS

• = Station # and Elevation
OF APPROX Q. OF EXISTING SWALE AND OR
EXISTING GRAV. EXIST.

BEGIN CONST.
MATCH EXIST.
STA. 18+40.00
& CONST. FORREST DRIVE

51.48'
52.09'
51.91'
Elevations performed
on 10/30/07
RCS



SECT. 166-68-72, WASHINGTON
CONSTR. 166-68-72
INDEX NO. 282
GRATE EL. 51.50
FL. EL. 46.97

56	52.01	EXISTING GRADE LINE	C + 70.00 (EL 51.93)	T + 30.00 (EL 51.81)	52.51
54					

C. O. #3

ITEM E

Contract Time – No Backup Required

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Seminole County/Homeless Services Network of Central Florida, Inc. Shelter Plus Care Program Subrecipient Restated Agreement Program Year 2005-2006

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: David Medley

CONTACT: Buddy Balagia

EXT: 2389

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County/Homeless Services Network of Central Florida, Inc. Shelter Plus Care Program Subrecipient Restated Agreement Program Year 2005-2006.

County-wide

Buddy Balagia

BACKGROUND:

On November 15, 2005, the Board of County Commissioners (Board) executed a Subrecipient Agreement with the Homeless Services Network of Central Florida, Inc. (HSN) to administer and implement a five-year U.S. Housing & Urban Development (HUD) Shelter Plus Care grant program. The purpose of the program is to link rental assistance with supportive services for chronically homeless Seminole County residents with disabilities. The Agreement was amended on January 9, 2007 to allow HSN to invoice the County for actual monthly expenses incurred (instead of a predetermined monthly payment), and to allow for the payment of HSN's administrative costs.

Following a monitoring visit in August 2007, HUD staff recommended that the Agreement be amended for clarification to reflect the Shelter Plus Care Program regulations and requirements. Rather than amend the Agreement, the County Attorney's Office opted to develop a "restated" agreement that accomplishes HUD's recommendations for clarification. The Shelter Plus Care Program currently assists twelve (12) formerly chronically homeless Seminole County residents with rental assistance, and they all receive supportive services. These supportive services include mental health, and substance abuse counseling and case management. Staff recommends that the Board approve and authorize the Chairman to execute the attached Shelter Plus Care Program Subrecipient Restated Agreement.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County/Homeless Services Network of Central Florida, Inc. Shelter Plus Care Program Subrecipient Restated Agreement Program Year 2005-2006.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

**SEMINOLE COUNTY/HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.
SHELTER PLUS CARE PROGRAM SUBRECIPIENT RESTATED AGREEMENT
PROGRAM YEAR 2005-2006**

THIS RESTATED AGREEMENT entered into this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC., a not for profit, public body corporate organized under the laws of the State of Florida, whose principal place of business is 1940 Traylor Avenue, Orlando, Florida 32804, hereinafter referred to as "SUBRECIPIENT".

W I T N E S S E T H:

WHEREAS, the COUNTY has made application and entered into a contract with HUD (Exhibit "A") for receipt of a grant award designated as Grant No.: FL29C407001, pursuant to Title IV, Subtitle F of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended, codified as 42 U.S.C. sections 11301 et seq., and implementing regulations set forth in 24 Code of Federal Regulations (CFR) Part 582, hereinafter referred to as the Shelter Plus Care Program("S+C"); and

WHEREAS, COUNTY and SUBRECIPIENT heretofore entered into that certain Seminole County/Homeless Services Network of Central Florida, Inc. Shelter Plus Care Program Subrecipient Agreement, Program Year 2005-2006, dated November 28, 2005 as amended by that certain First Amendment to said Agreement dated February 12, 2007 (hereinafter collectively referred to as the "Prior Agreement"); and

RECEIVED DEC 26 2007

WHEREAS, the Prior Agreement is for the purpose of financing tenant-based rental assistance program to homeless persons in Seminole County suffering from various mental or physical disabilities, chronic alcohol or substance abuse condition, AIDS or related diseases utilizing SEVEN HUNDRED THIRTY FOUR THOUSAND FORTY AND NO/100 DOLLARS (\$734,040.00) of COUNTY's Shelter Plus Care Program funds; and

WHEREAS, SUBRECIPIENT and COUNTY have determined that certain technical amendments to the Prior Agreement requested by HUD, clarification of provisions addressing the classifications of persons served as well as payment of eligible Administrative Costs, as defined herein, up to the amount authorized by 24 CFR §582.105(e) and conforming changes to the several exhibits to the Agreement are necessary for better accomplishing the public purpose of providing affordable housing to Eligible Participants as defined herein; and

WHEREAS, the parties believe that such additional changes can be better organized, simplified, and presented in a restated Agreement rather than an additional piecemeal, second amendment;

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 form a material part of this Restated Agreement upon which the parties have relied.


Section 2. Effect of Restated Agreement on Prior Agreements.

This Restated Agreement and the Exhibits hereto shall, upon this instrument's execution by both parties, supersede and replace all previous discussions and agreements between the parties, including particularly the Prior Agreement and all of the earlier Exhibits thereto in their entirety.

Section 3. Definitions.

(a) "Administrative Costs" shall mean those expenses of SUBRECIPIENT for Shelter Plus Care Program implementation deemed eligible for reimbursement pursuant to 24 CFR 582.105(e).

(b) "CS Administrator" means the COUNTY's Community Services Director or the Community Assistance Division Manager responsible for administering this Agreement or their designee.

(c) "County Approval" means written approval by the CS Administrator as may be required  from time to time under this Restated Agreement.

(d) "Community "Services Department" means the COUNTY's Community Services Department acting by and through the CS Administrator.

(e) "Eligible Participants" are homeless persons who, without Shelter Plus Care assistance:

(1) would spend the night in a shelter or a place not meant for habitation; or

(2) are living in transitional/supportive housing having recently come from the streets or shelters; or

(3) were evicted within one week from a private dwelling and having no identified residence or resources/support to obtain

housing; and

(4) are also impaired as a result of chronic alcohol and/or substance abuse, severe mental illness, and/or AIDS and related diseases.

(f) "HUD" shall mean the United States Department of Housing and Urban Development.

(g) "Participant" is an Eligible Participant who has been selected to participate in the Shelter Plus Care Program.

(h) "Shelter Plus Care Program" or "S+C" shall mean that federally funded program authorized by 42 U.S.C. §§ 11403-11407 and 24 CFR Part 582 linking rental assistance to supportive services for hard to serve homeless persons suffering with disabilities, primarily mental illness, substance abuse, AIDS and related diseases and their families.



(i) "Tenant-based Rental Assistance" or "TRA" shall mean that program for rental assistance and/or security deposit payment assistance to Eligible Participants through contracts with private, non-profit organization such as SUBRECIPIENT on behalf of homeless people with disabilities or diseases all as described above per 24 CFR Part 582.1(a).


Section 4. Statement of Work. SUBRECIPIENT, in a manner satisfactory to COUNTY, shall perform or cause to be performed all services implied, described, or referred to in Exhibit "A" (Scope of Services), attached to this Restated Agreement and incorporated herein by reference. Such services shall be performed, except as otherwise

specifically stated herein, by persons or instrumentalities solely under the dominion and control of SUBRECIPIENT."

Section 5. Term. This Agreement shall be effective upon its date of execution by all parties. SUBRECIPIENT shall complete all services required and expend all funds appropriated by this Agreement on or before September 30, 2010. This Agreement shall terminate on September 30, 2010; provided, however, that Sections 13 and 16 shall continue in effect after said date.

The County shall pay SUBRECIPIENT for the services described in Exhibit "A," completed by the SUBRECIPIENT through September 30, 2010 unless this Restated Agreement is otherwise amended or extended by written agreement of the parties.

Section 6. Consideration and Limitation of Costs.

(a) The County has allocated  and shall pay the SUBRECIPIENT for the services described in attached Exhibit A, in accordance with HUD regulations and this Agreement, an amount not to exceed SEVEN HUNDRED THIRTY-FOUR THOUSAND FORTY DOLLARS (\$734,040.00). SUBRECIPIENT may utilize an amount up to but not exceeding eight percent (8.0%) of said allocation, i.e., an amount not exceeding FIFTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY-THREE AND 20/100 DOLLARS (\$58,723.20) for payment of clearly documented, eligible Administrative Costs in implementing the Shelter Plus Care Program pursuant to this Agreement as authorized by 24 CFR 582.105(e). Such Administrative Costs shall be calculated and displayed on a spreadsheet and billed to COUNTY according to the billable hour rates for staff hours on a per client basis as described

in Exhibit "D" to this Restated Agreement. All monies are allocated for S+C services described in Exhibit "A" and shall not be used by SUBRECIPIENT for any other purpose. In the event that SUBRECIPIENT does not require the full amount of SEVEN HUNDRED THIRTY-FOUR THOUSAND FORTY DOLLARS (\$734,040.00), as reflected in the number of Participants served and the periodic supporting documentation reviewed by both parties to this Agreement, the CS Administrator reserves the right to reallocate such funds to other HUD/S+C programs.

(b) Shelter Plus Care Program/Tenant-based Rental Assistance Program funds shall only be used to pay the difference between the reasonable rent for a unit and thirty percent (30%) of each Participant's documented income. This includes up to one (1) month's rent for a security deposit. Security deposits will be paid according to approved policies and recaptured when the tenant's lease is terminated, subject to documented expenses for damage repairs incurred by the landlord.

Section 7. Requests for Disbursement of Funds

(a) Payments to the SUBRECIPIENT shall be paid on a monthly, reimbursement basis for actual, eligible, Administrative Costs and rental payments made on behalf of Eligible Participants. A statement of all rental assistance payments, eligible Administrative Costs and supporting documentation for the current report period shall be submitted monthly and shall include a completed Request for Payment form, attached as Exhibit "B" and a completed Monthly Report in the form attached as Exhibit "C" to this Restated Agreement. In no event

shall the COUNTY reimburse SUBRECIPIENT until all Requests for Payment, Monthly Reports and supporting documentation are reviewed and approved in writing by the executive director of SUBRECIPIENT and the CS Administrator. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice.

(b) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to SUBRECIPIENT. The COUNTY reserves the right to verify, by site inspection when necessary, that services, rent subsidies and eligible Administrative Costs have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if SUBRECIPIENT and its service providers have performed services in full compliance with all HUD requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(c) On or before September 30, 2010, SUBRECIPIENT shall render a final and complete statement to the COUNTY of all costs for rental, deposit and eligible Administrative Costs not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of SUBRECIPIENT not properly invoiced and received by the COUNTY by September 30, 2010.

(d) Any services not expressly provided for in the Scope of Services, or not otherwise undertaken in compliance with this Agreement, shall only be reimbursed by the COUNTY if the CS Administrator has issued prior written approval of such services.

Section 8. Matching Funds Requirement. Pursuant to 24 CFR §§582.1(a) and 582.110(a), SUBRECIPIENT must demonstrate dollar per dollar matching of HUD/S+C funds distributed by the COUNTY which may be in the form of dollars or for professional or in kind supportive services as defined in 24 CFR 582.5. SUBRECIPIENT shall, as soon as practicable after the execution of this Agreement and no less frequently than monthly thereafter during the term of this Agreement, provide adequate documentation to COUNTY of the matching funds or in kind services obtained. Such information shall be included in the information supplied with the Request for Payment form attached as Exhibit "B" hereto. Failure to obtain such matching funds or services in kind may, at the option of the COUNTY, be declared a breach of this Agreement and result in the denial of reimbursements from HUD/S+C funds beyond the amounts for which matching funds are available.

Section 9. Compliance with Federal Regulations.

SUBRECIPIENT shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following regulations which will directly govern implementation of this Agreement, including particularly, the following sections of 24 CFR Part 582:


- (a) § 582.1 - Purpose and scope.
- (b) § 582.100(a) - Tenant-based rental assistance.
- (c) § 582.105 - Rental assistance amounts and payments.
- (d) § 582.110 - Matching requirements.
- (e) § 582.115 - Limitations on assistance.
- (f) § 582.230 - Environmental review. Additionally,

SUBRECIPIENT shall be fully liable for any environmental pollution that

it may cause or may have caused pursuant to any activities funded by this Agreement.

- (g) § 582.300 - General operation [of recipients].
- (h) § 582.305 - Housing quality standards; rent reasonableness.
- (i) § 582.310 - Resident rent.
- (j) § 582.315 - Occupancy agreements.
- (k) § 582.320 - Termination of assistance to participants.
- (l) § 582.325 - Outreach activities.
- (m) § 582.330 - Nondiscrimination and equal opportunity requirements.

(n) § 582.335 - Displacement, relocation and real property acquisition.

(o) § 582.340 - Other Federal requirements. Particular reference is made to the need for  SUBRECIPIENT to comply with the conflict of interest provisions of 24 CFR 582.340(b) as well as the following Office of Management and Budget (OMB) Circulars:

(1) A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education);

(2) A-122 (Cost Principles for Non-Profit Organizations);
and

(3) A-133 (Audits of State and Local Governments and Non-Profit Organizations) if SUBRECIPIENT receives more than \$500,000 of Federal monies under this Agreement and any amendments thereto.

Section 10. Ethical Conduct and Lobbying Activities. SUBRECIPIENT shall comply with all applicable Federal, State and local laws,

regulations, and ordinances pertaining to ethical conduct of the parties, including but not limited to the following:

(a) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees".

(b) 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 the COUNTY.

(c) SUBRECIPIENT certifies that, to the best of its knowledge and belief, no federally 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 any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(d) If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, SUBRECIPIENT shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

Section 11. Project Publicity. Any news release or other type of publicity pertaining to the TRA services described and funded herein shall recognize the Seminole County Board of County Commissioners as the recipient of funding by HUD and providing funds to SUBRECIPIENT.

Section 12. Management Assistance.

(a) The CS Administrator shall be available to SUBRECIPIENT to provide guidance on HUD requirements and compliance with this Agreement.

(b) In the event that SUBRECIPIENT does not complete any of the terms of this Agreement within the time frames allotted herein or violates applicable HUD regulations, COUNTY may provide notice to SUBRECIPIENT that it is in default of this Agreement and the pending consequences thereof. Nothing set forth herein however, shall prohibit the COUNTY from taking any action prior to such dates to enforce the terms of this Agreement.



Section 13. Maintenance of Records.

(a) SUBRECIPIENT shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no less than five (5) years from the expiration or termination date of this Agreement. This requirement shall include:

(1) All accounts and records, as deemed necessary by the COUNTY to ensure proper accounting of all Tenant-based rental assistance funding and compliance with this Agreement.

(2) Financial records, including all copies of rent or deposit payments or vouchers, invoices, receipts and cancelled checks for all TRA services provided by SUBRECIPIENT pursuant to this

Agreement;

(b) SUBRECIPIENT shall perform or cause to be performed an annual audit and provide copies of such audits to the CS Administrator within thirty (30) days of its completion and such audits shall comply with the requirements of OMB Circular A-133 per Section 9 of this Agreement.

(c) All records and contracts, of whatsoever type or nature, required by this Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of this Agreement made by any Federal, State or local agency.


(d) SUBRECIPIENT shall complete and provide to the CD Administrator a monthly report on the Monthly Report form attached hereto as Exhibit "C". Such reports shall be due no later than the 15th day of each month, commencing on the date of execution of this Agreement, and concluding upon the completion of all services described in Exhibit "A".

Section 14. Liability. Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the services SUBRECIPIENT has agreed to perform hereunder, or for debts or claims accruing to such parties against SUBRECIPIENT. 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 SUBRECIPIENT or with any person who is receiving TRA

services from SUBRECIPIENT as a result of this Agreement.


Section 15. No unauthorized expenditures. All contracts, including any tenant leases, made by SUBRECIPIENT to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules and regulations set forth in this Agreement and shall not cause the COUNTY to be in violation with its agreement with HUD. Only the specific services as expressly set forth in Exhibit "A" are authorized by this Agreement. No subcontracting of any work or services by SUBRECIPIENT nor the addition or performance of any other work or services not described in Exhibit "B" may be undertaken by SUBRECIPIENT unless first approved in writing by the CS Administrator and may not exceed the financial restraints forth in Section 6 of this Agreement.

Section 16. Indemnification.

(a) SUBRECIPIENT shall hold  harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which the COUNTY may sustain, suffer or incur, or be required to pay by reason of the following: loss of any monies paid to SUBRECIPIENT or whomsoever resulting out of SUBRECIPIENT's fraud, defalcation, dishonesty, or failure of SUBRECIPIENT to comply with applicable laws or regulations; any act or omission of SUBRECIPIENT in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder; or by any deficiency in the performance of any TRA services rendered pursuant to this Agreement; or as may otherwise result in any way or instance whatsoever arising from

this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT at the address provided hereinafter. Upon receiving such notice, SUBRECIPIENT, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate, to a reasonable extent, in SUBRECIPIENT's defense of any such action, suit or proceeding.

(c) Nothing herein or in any other section of this Agreement shall be construed as a waiver  of the COUNTY's sovereign immunity conferred by Section 768.28, Florida Statutes.

Section 17. Insurance. SUBRECIPIENT shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable Federal, State and local regulations and is adequate and sufficient to insure all activities performed pursuant to this Agreement against property damage or loss, human losses, human injury and other casualty.

Section 18. Non-Assignability. Neither party shall assign this Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 19. Headings. All articles and descriptive headings of

paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 20. Termination. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR Section 84.61 for breach of this Agreement or for other legal cause.

Section 21. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 22. Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement, to include recovery of any monies paid to SUBRECIPIENT pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) immediately terminate this Agreement, with or without notice;
- (b) reallocate the remaining uncommitted funds toward another HUD/S+C program;
- (c) withhold issuance of any further funds, regardless of whether such funds have been encumbered by SUBRECIPIENT;
- (d) demand SUBRECIPIENT immediately repay any monies expended in accordance with this Agreement;
- (e) require specific performance of this Agreement;
- (f) demand payment and/or performance from a named surety, if applicable; and/or
- (g) impose a lien upon any and all of SUBRECIPIENT's real or personal property. To create such a lien, the COUNTY shall send a letter

to SUBRECIPIENT demanding refund of any monies expended to SUBRECIPIENT pursuant to this Agreement. Said letter shall be recorded in the Public Records of Seminole County and thereafter shall constitute a lien upon SUBRECIPIENT's real and personal property.

(h) initiate a lawsuit against SUBRECIPIENT for any legal and equitable remedy available, including declaratory judgment and injunctive relief.

Section 23. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Community Services Director
Seminole County Community Services Department
534 W. Lake Mary Boulevard
Sanford, Florida 32773-7400

For SUBRECIPIENT:



Executive Director
Homeless Services Network of Central Florida, Inc.
1940 Traylor Avenue
Orlando, Florida 32804

Either of the parties may change, by written notice to the other and without the need for formal amendment to this Agreement, the address or person for receipt of notice. All written notices required under this Agreement shall be sent by Certified United States Mail, Return Receipt Requested.

Section 24. Severability. If any one or more of the covenants or provisions of this Restated 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 instrument and shall, in no way, affect the validity of the remaining covenants or provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

HOMELESS SERVICES NETWORK OF CENTRAL
FLORIDA, INC

By: Suzanne Spence Brown
Suzanne Spence Brown, Secretary

By: Catherine Jackson
Catherine Jackson, Executive Director

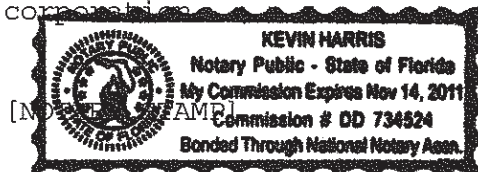
Date: January 25, 2008

Corporate seal



STATE OF FLORIDA]
COUNTY OF Orange]

I HEREBY CERTIFY that, on this 25th day of January, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Catherine Jackson as Executive Director and Suzanne Spence Brown, as Secretary, of HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC., a not for profit, public body organized under the laws of the State of Florida, who are personally known to me or who have produced FLDL and FLDL, 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.



Kevin Harris
Notary Public in and for the County
and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, 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:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Request for Payment
- Exhibit "C" - Monthly Report
- Exhibit "D" - Eligible Administrative Costs



AWS/sjs
11/28/07

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**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Water and Sewer Maintenance Bond for Hawthorne Glen

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Release of the original Water and Sewer Maintenance Bond in the amount of \$54,283.07 for the project known as Hawthorne Glen.

District 1 Bob Dallari

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Maintenance Bond #929323269-1 dated 12/16/05 (Centex Homes) in the amount of \$54,283.07 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Hawthorne Glen.

STAFF RECOMMENDATION:

Staff recommends the Board to approve the release of the original Water and Sewer Maintenance Bond in the amount of \$54,283.07 for project known as Hawthorne Glen.

ATTACHMENTS:

1. Maint Bond & Release Request

Additionally Reviewed By: No additional reviews

CENTEX HOMES

Orlando Division

2301 Lucien Way, Suite 400
Maitland, FL 32751

Office: (407) 661-2150
Land Fax: (407) 389-0653

January 24, 2008

Ms. Becky Noggle
Senior Coordinator - Environmental Services
Seminole County Environmental Services
500 W. Lake Mary Boulevard
Sanford, FL 32773-7499

Via Fax: 407-665-2019

Re: **Release of Maintenance Bond**
Project Name: Hawthorne Glen
Bond #: 929323269-1 / Amount: \$54,283.07
District #1

Per Seminole County's letter dated January 24, 2008, Centex Homes has fulfilled all maintenance requirements as specified according to the inspection conducted by the County on January 15, 2008.

Centex Homes is hereby requesting release of the maintenance bond listed above. Please send original bond to my attention at 2301 Lucien Way, Suite 400, Maitland, FL 32751. If you have any questions, please feel free to contact me at 407-661-6204.

Sincerely,



Carolyn S. Hunt
Land Development Administrator
Centex Homes - Orlando Division
(407) 661-6204
cshunt@centexhomes.com

cc: File

ENVIRONMENTAL SERVICES DEPARTMENT



January 24, 2008

Centex Homes
2301 Lucien Way
Suite 400
Maitland, FL 32751

Re: Maintenance Bond

Project Name: Hawthorne Glen
Bond# 929323269-1
Amount: \$54,283.07
District #1

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on 1/15/08 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Letter of Credit.

As of 1/15/08, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of the Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Chip Tyre
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

Bond No. 929323269-1

That we, CENTEX HOMES, a Nevada General Partnership, whose address is 385 Douglas Avenue, Suite 2000, Altamonte Springs, Florida 32714, hereinafter referred to as "PRINCIPAL" and CONTINENTAL CASUALTY COMPANY, whose address is 600 North Pearl St. Suite 1700, Dallas TX 75201, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY" in the sum of Fifty Four Thousand Two Hundred Eighty Three and 07/100*** (\$54,283.07) (10% of original approved estimate or contract cost) for the payment of which we bind ourselves, heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents:

WHEREAS, the PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as McCullough Road/Polasek Property, Hawthorne Glen, a plat of which is recorded in Plat Book 66, Pages B-25, Public Records of Seminole County, Florida, and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications, dated Sept. 24, 2004, and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from December 2, 2005,

NOW THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from December 2, 2005 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall

be jointly and severally liable hereunder to reimburse the COUNTY the total costs thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which have been sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 2nd day of December 2005.


Address:

CENTEX HOMES, a Nevada general partnership (SEAL)

PRINCIPAL

385 Douglas Ave., Suite 2000
Altamonte Springs FL 32714

By:


Patrick S. Knight

Its: Division President

ATTEST:

Its:

(If a corporation)

Address:

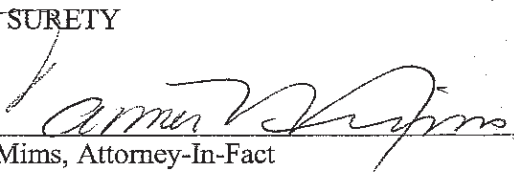
CONTINENTAL CASUALTY COMPANY

(SEAL)

SURETY

600 N. Pearl #1700
Dallas, TX 75201

By:


Carmen Mims, Attorney-In-Fact

ATTEST:

Edna Weedon
Edna Weedon, Witness

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Brian M Lebow, Allyson Dean, Carmen Mims, Individually

of Houston, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 11th day of August, 2005.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 11th day of August, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires September 17, 2005

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this
2nd day of December, 2005.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis Assistant Secretary

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Mutual Termination of Conditional Utility Agreement for Sewer Service for Lake Club Subdivision

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve termination of the Conditional Utility Agreement for Sewer Service for the project known as Lake Club which will result in a refund of the Sewer Connection Fee in the amount of \$12,600.00.

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

On May 18, 2007 the Developer and the County entered into a Conditional Utility Agreement for Sewer Service. The Agreement was recorded into the Public Records of Seminole County, Florida on June 1, 2007. On December 5, 2007 the Developer notified the County that it had reversed its earlier decision to connect to the County's Sewer Utility System and now intends to utilize individual residential septic systems for the Lake Club subdivision. The Developer is not required by either the Seminole County Code or the Seminole County Land Development Code to connect to the County's Sewer Utility System.

STAFF RECOMMENDATION:

Staff recommends the Board to approve the termination of the Conditional Utility Agreement for Sewer Service for the project known as Lake Club which will result in a refund of the Sewer Connection fee in the amount of \$12,600.00.

ATTACHMENTS:

1. Request for Reimbursement
2. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Al Schwarz)



TO Seminole county water and sewer

We have now decided to go with individual septic systems for our lake club subdivision, therefore we request a refund of our connection fee of 12,600.00 dollars which was placed in escrow May 2 2007. Please find attached a copy of the check and the environmental services invoice for \$12,600.00


Thankyou



James Dieks

President Dix Ventures

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.



220 E. CENTRAL PKWY
SUITE 1020
ALTAMONTE SPRINGS, FL 32701

AMSOUTH BANK
125 Wekiva Springs Road
Longwood, Florida 32779
63-466/631

010355

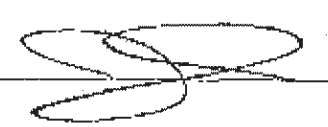
DATE
May 1, 2007
Valid after 90 days

AMOUNT
\$12,600.00

PAY TO THE ORDER OF Seminole County

Twelve Thousand Six Hundred Dollars And 00 Cents

Seminole County
500 W. Lake Mary Blvd.
Sanford, FL 32773



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Expend Here

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6635514902



ENVIRONMENTAL SERVICES
Seminole County Water and Sewer

Name DIX VENTURES INC.
Address _____
City _____ Phone _____
Subdivision LAKE CLUB Acct # _____
Cycle/Rt # _____
Lot # _____ Street # _____ Project # _____

SEWER CONNECTION FEES FOR 6 LOTS.
1,800 GPD

PAID:
Miscellaneous \$ _____
Water \$ _____
Sewer \$ 12,600.00
Meter Set \$ _____
Deposit \$ _____
TOTAL \$ 12,600.00

✓ #
10355

BY: B. NOGGLE *pln* DATE: 5/2/07

Southeast Regional – Winter Park: (407) 665-2767
Greenwood – Lake Mary: (407) 321-0349

UTILITY AGREEMENT/OFFICE USE ONLY

BCC APPROVED _____

PLACED IN ESCROW X

WHITE/OFFICE

GREEN/FINANCE

CANARY/DEPOSIT

PINK/CONSUMER

GOLD/DEVELOPMENT FILE

MUTUAL TERMINATION OF CONDITIONAL UTILITY AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between **DIX VENTURES, INC.**, a Florida corporation, whose address is 220 East Central Parkway, Suite 1020, Altamonte Springs, Florida 32701, hereinafter referred to as "DEVELOPER", 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".

W I T N E S S E T H:

WHEREAS, on May 18, 2007, DEVELOPER and COUNTY entered into a Conditional Utility Agreement for Sewer Service, hereinafter referred to as the "Agreement," for provision of sewer service by the COUNTY to the property of DEVELOPER as depicted in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Property"; and

WHEREAS, on June 1, 2007, the Agreement was duly recorded in Official Records Book 0713, Pages 0525 through 0558, inclusive, Public Records of Seminole County, Florida; and

WHEREAS, pursuant to the Agreement, COUNTY allocated the amount of 1800 gallons per day of sewage collection capacity for a residential subdivision, Lake Club, proposed for development on the Property by DEVELOPER; and

WHEREAS, by executing the Agreement, the DEVELOPER expressed its intent to connect to the COUNTY's Water and Sewer Utility System; and

WHEREAS, Section 32 of the Agreement provided that the Agreement inured to the benefit of and was binding upon the heirs, successors,

personal representatives and assigns of the parties thereto and constituted a covenant running with the Property; and

WHEREAS, on or before December 5, 2007, the DEVELOPER notified the COUNTY that it had reversed its earlier decision to connect to the COUNTY's Water and Sewer Utility System and now intends to utilize individual residential septic systems for the Lake Club subdivision; and

WHEREAS, the DEVELOPER is not required by either the Seminole County Code or the Seminole County Land Development Code to connect to the COUNTY's Water and Sewer Utility System; and

WHEREAS, no duties or obligations remain to be performed by the DEVELOPER pursuant to the Agreement and no monies owed to the COUNTY by the DEVELOPER remain outstanding thereunder,

NOW, THEREFORE, in consideration of the promises and mutual covenants stated and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DEVELOPER and COUNTY agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated herein as covenants and agreements and are made a part hereof.

Section 2. Termination. The Agreement is hereby mutually terminated and shall have no further force and effect.

Section 3. Recording. The DEVELOPER shall, at its expense, record this Agreement in the Public Records of Seminole County, Florida within ten (10) days of execution of this Agreement by the COUNTY. Further, the DEVELOPER shall provide concurrently, and at its expense, a certified copy of the Agreement to COUNTY.

Section 4. Refund. The COUNTY shall remit to DEVELOPER the sum of TWELVE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$12,600.00) currently held by COUNTY in escrow for DEVELOPER as refund for sewer connection fees previously paid to COUNTY by DEVELOPER. Said sum shall not be refunded to DEVELOPER until recordation of this Agreement as set forth in Section 3 hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed on the date set forth hereinabove.

ATTEST:

DEVELOPER
DIX VENTURES, INC.
a Florida corporation

By: 
JAMES DICKS, President

Date: 16 Jan 08



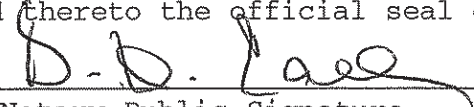
_____, Secretary

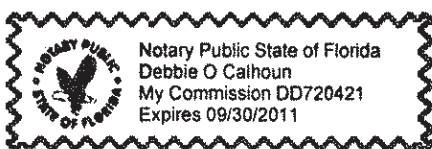
(CORPORATE SEAL)

STATE OF SEMINOLE)
)
COUNTY OF FLORIDA)

I HEREBY CERTIFY that, on this 16th day of January, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James Dicks and _____, as President and _____, as Secretary of Dix Ventures, Inc., a corporation organized under the laws of the State of Florida, ☒ 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


Notary Public Signature



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, 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

1/2/08

P:\Users\lkennedy\My Documents\Environmental Services\termination cua sewer-Dix Ventures.doc

Attachment:

Exhibit "A" - Property Depiction



SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Exhibit G to Conditional Utility Agreement for Sewer Service (Oviedo Marketplace Parcel 16)

DEPARTMENT: Environmental Services

DIVISION: Planning Engineering Inspections

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Exhibit G to the Conditional Utility Agreement for Sewer Service (Oviedo Marketplace Parcel 16) for relocation and extension of a 8" force main. Reimbursement of fees per this agreement will not exceed \$66,809.33.

District 1 Bob Dallari

Mike Harber

BACKGROUND:

The proposed project consists of removal of approximately 465 Linear Feet of an existing eight inch (8") Force Main and the extension and relocation of 662 Linear Feet of an eight inch (8") Force Main within the Oviedo Marketplace Right-Of-Way owned and maintained by Seminole County. The owner is willing to relocate and extend at the County's expense and as part of the construction of the off-site sewer system an existing sanitary sewer force main owned by the County. Reimbursement of fees per this agreement will not exceed \$66,809.33.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Exhibit G for the Conditional Utility Agreement for Sewer service Oviedo Marketplace Parcel 16 for a relocation and extension of a 8" force main.

ATTACHMENTS:

1. Exhibit G Oviedo Marketplace 16

Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)

Exhibit "G"

Sewer Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the SHOPPES OF OVIEDO MARKETPLACE, LLC, a Florida limited liability company whose address is 6700 Conroy-Windermere Road, Suite 230, Orlando, Florida 32835, referred to as "OWNER".

W I T N E S S E T H:

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 Sewer Service; and

WHEREAS, OWNER requires a sewer service system to serve future commercial development to be located on the Property; and

WHEREAS, OWNER is willing to construct an off-site sewer system and other appurtenant facilities to serve the Property and convey the sewer system and appurtenant facilities to the COUNTY in return for the considerations set forth herein; and

WHEREAS, OWNER is willing to relocate and extend at COUNTY's expense and as part of the construction of the off-site sewer system an existing sanitary sewer force main owned by the COUNTY; and

WHEREAS, OWNER has executed a Conditional Utility Agreement for Sewer Service to which this Agreement is attached as Exhibit "G" and together the Conditional Utility Agreement for Sewer Service and this Agreement (hereinafter referred to as the "Agreement") comprise the complete and entire sewer 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 sewer 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:

(a) Sewer System. The term "Sewer System" shall refer to and mean: (1) the construction of an off-site sewer transmission system; and (2) the relocation and extension of an existing sanitary sewer force main owned by the COUNTY in the project known as "Oviedo Marketplace" including transmission mains, stub-outs, pipes, valves, fittings and other such pertinent facilities as are routinely placed in public rights-of-way or dedicated easements, excluding service connections. All permits and engineering design and construction contracts, plans and specifications for the Sewer System as and when

filed and approved by the COUNTY's Planning Department, Development Review Division, are incorporated herein by reference.

(b) Service Area. 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 Sewer Service.

Section 3. Agreement to Construct and Convey. OWNER agrees to construct and convey to the COUNTY the Sewer 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 Sewer System from OWNER and pay for the cost of construction thereof upon completion of the Sewer System. OWNER represents and warrants that:

(a) OWNER shall cause  the Sewer System to be designed, permitted and constructed. 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, the Florida Department of Environmental Protection permit fee and the underground utility permit fee, all related to the off-site sewer main only.

(b) Subject to the terms of this Agreement, the OWNER shall commence construction of the Sewer System within two (2) years and complete construction within three (3) years of execution of the Agreement.

(c) OWNER's agreement to construct and convey the Sewer System is in addition to OWNER's agreement to construct, install and convey, at OWNER's sole cost and expense, all other sewer transmission, collection and meter facilities necessary to provide sewer service to OWNER's Property pursuant to the Conditional Utility Agreement for Sewer 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 Sewer 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 Sewer 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 pre-construction 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 Sewer System as described in Section 2(a) herein. The anticipated construction costs are set forth in Attachment "A" attached hereto and incorporated herein and shall not exceed \$66,809.33. Actual costs shall include all design, permitting, construction, labor and materials associated with construction of the Sewer 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 Sewer System together with change orders as approved by the COUNTY in writing.

(b) The COUNTY shall reimburse the OWNER for approved costs of design, permitting and construction of the Sewer System upon 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 of completion, Florida Department of Environmental Protection acceptance and clearance, final COUNTY inspection and COUNTY receipt of as-builts related to 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 Sewer 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 the Sewer System. Under no circumstances shall the review by the COUNTY impose on the COUNTY any liability to the OWNER for faulty design or construction of the Sewer System. 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 Sewer System and for no other purpose whatsoever. Nothing in this Section shall relieve OWNER of its obligations under this Agreement, the Conditional Utility Agreement for Sewer Service, or other 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 Sewer System as required for the completion of the approved Sewer 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 Sewer 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 sewer 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SHOPPES OF OVIEDO MARKETPLACE, LLC,
a Florida limited liability
company

By: RETAIL INVESTMENT SPECIALISTS, LLC
a Florida limited liability company,
Its Managing Member

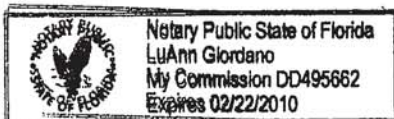
By: 
Alan C. Charron, Manager

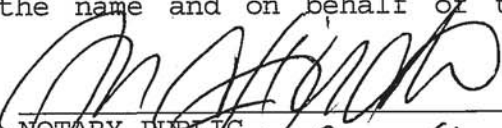
Date: 2-12-08

STATE OF FLORIDA
COUNTY OF Orange



I HEREBY CERTIFY that, on this 12th day of February, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Alan C. Charron, Managing Member of Retail Investment Specialists, LLC, a limited liability company, organized under the laws of the State of Florida, the Managing Member of the Shoppes of Oviedo Marketplace, LLC, a Florida limited liability company ☒ 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 limited liability company.




NOTARY PUBLIC
Print Name LuAnn Giordano
Notary Public in and for the County
and State Aforementioned
My commission expires: 2/22/2010

Seminole County attestation continued on Page 9

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Maryanne Morse
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Brenda Carey, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

SED/sb
12/13/07

Attachment:

Attachment "A" - Shoppes of Oviedo Marketplace, LLC
Estimated Construction Cost



p:\users\lkennedy\my documents\environmental services\exhibit-g-sewer. shoppes of oviedo llc.doc

SHOPPES OF OVIEDO, LLC

ATTACHMENT ^A~~'B'~~

ESTIMATED CONSTRUCTION COST

Oviedo Marketplace Parcel 16 Force Main Relocation and Extension

<u>Description</u>	<u>Quantity/Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Mobilization	1 LS	\$5,000.00	\$5,000.00
8" SDR 26 PVC Pipe Force Main	662 LF	\$28.75	\$19,032.50
8" Plug Valve	1 EA	\$875.00	\$875.00
8" FM Reconnection	1 EA	\$1,500.00	\$1,500.00
8" Miscellaneous Fittings	6 EA	\$275.00	\$1,650.00
Connect to Existing Lift Station	1 EA	\$2,275.00	\$2,275.00
Clean/Flush/Remove Existing 8" Force Main	1 LS	\$2,432.00	\$2,432.00
Remove & Replace 5' Wide Sidewalk	478 LF	\$22.50	\$10,755.00
ROW Tree Removal and Replacement	12 EA	\$475.00	\$5,700.00
ROW Restoration with Seeding & Sodding	635 SY	\$4.75	\$3,016.25
Pressure Test	1 EA	\$500.00	\$500.00
		SUB-TOTAL:	\$52,735.75
Temporary Effluent Pumping	1 LS	\$8,000	\$8,000.00
		TOTAL:	\$60,735.75
10% Contingency Fee			\$6,073.58
Total Estimated construction cost			\$66,809.33

6700 Conroy Rd., Suite 230 • Orlando, Florida 32835 • 407-291-9000 (phone) • 407-291-9090 (fax)

SHOPPES OF OVIEDO, LLC

Exhibit 'G'

Project Title: Oviedo Marketplace Parcel 16 Force main Extension.

Project Reference: The proposed project will consist of:
Removal of approximately 465 LF of existing 8-inch force main and the extension/relocation of an 8-inch force main within the Oviedo Marketplace right of way owned and maintained by Seminole County.

Project Intent: The sanitary force main will enhance the existing sanitary sewer collection system within the Oviedo Marketplace ROW.

Project Description:

The project will include the relocation and extension 662 LF of 8-inch sanitary sewer force main. The proposed force main will connect just outside of the existing sanitary sewer pumping station and extend in a northwesterly direction, thence in a westerly direction to the easterly right of way of Oviedo Marketplace within an existing utility easement. Thence the force main shall run along the easterly right-of-way to a point north of the southwest property corner of parcel 16 and north of the existing Target driveway entrance within a proposed easement. Thence the force main shall be routed southeasterly to be connected to an existing 8 inch sanitary sewer force main located approximately 25 feet (\pm) easterly of the southwest property corner of parcel 16 within a proposed 10 foot utility easement.

Utility Plan – See Attachment 'A'

Estimated Construction Cost – See Attachment 'B'

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Non-Exclusive Franchise Agreements for Commercial Solid Waste Collection Services extension through September 30, 2008

DEPARTMENT: Environmental Services

DIVISION: Solid Waste Management

AUTHORIZED BY: John Cirello

CONTACT: Richard Meinert

EXT: 2251

MOTION/RECOMMENDATION:

Approve renewal of Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services, as amended, with Waste Pro of Florida, Inc., for a period from October 1, 2007 to September 30, 2008.

County-wide

Richard Meinert

BACKGROUND:

Firms collecting commercial garbage in unincorporated Seminole County are required to obtain Non-Exclusive Franchise Agreements for Commercial Solid Waste Collection Service (Commercial Franchise Agreement) from the County. In the Commercial Franchise Agreements, Section 2. Term, allows for the agreements to be “. . . renewed thereafter at the County’s option for successive periods not to exceed one (1) year each, unless terminated as provided herein; provided, however, that the agreement shall not be extended by renewal beyond September 30, 2009.” Staff is recommending renewal of the non-exclusive franchise agreement for a period of one (1) year. The renewal is for the period from October 1, 2007 to September 30, 2008. The firm submitted a timely franchise renewal application and application fees in September 2007. Staff has been working with the firm to assure that any outstanding administrative issues, including insurance concerns, were resolved before the franchise was placed before the Board of County Commissioners for renewal. The above listed firm provided complete and satisfactory Commercial Franchise Agreement renewal information to the County.

To provide additional background information on this item, a copy of the firm's Exhibit “C” Seminole County Non-Exclusive Commercial Franchise Holder Application / Annual Renewal and Update submittal is attached. Also, a copy of Waste Pro's original Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service and a copy of its Amendment to Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service are attached.

STAFF RECOMMENDATION:

Staff recommends Board approval for renewal of the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services for a period from October 1, 2007 to September 30, 2008, with Waste Pro of Florida, Inc.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)



EXHIBIT "C"
Seminole County
Non-Exclusive Commercial Franchise Holder
Application/Annual Renewal and Update Form
WASTE PRO OF FLORIDA, INC.

Contractor

2007
Year of Service

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

Date: 8/23/06
Company Name: WASTE PRO OF FLORIDA, INC.
Company Address: 2101 W. SR 434 LONGWOOD FL 32779
Local Telephone Number: 407-774-0800 (407 786-0800 Fax)
Designated Agent: Name: TIM DOLAN
Email Address: TDOLAN@WASTEPROUSA.COM

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

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

- ☐ Certificates of Insurance

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

- ☐ Application Fee
- ☐ Per Vehicle Fee - Decals will be issued for each vehicle.
(Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

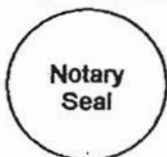
Statement of Certification:

I certify that WASTE PRO INC OF FLORIDA will abide by the terms and conditions of the Agreement.

TIMOTHY M DOLAN
Designated Agent-Print Name

[Signature]
Designated Agent-Signature

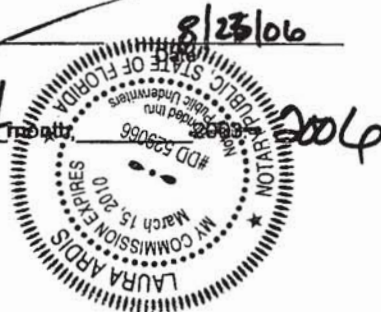
State of _____
County of _____



Acknowledged this 29th day of August, 2006

[Signature]
Signature of Notary Public, State of Florida

- ☐ Personally Known to Me
☐ Produced Identification



VEHICLE IDENTIFICATION LIST

YEAR	MAKE	MODEL	TYPE (front loader, roll off, etc.)	TAG NUMBER	FLEET IDENTIFICATION NUMBER	DECAL NUMBER (For County Use Only)
2006	MAK	MR688S	FL		962	
2004	MAK	MR688S	FL	N39366	951	
2003	MAK	MR688S	FL	N2885C	932	
2002	MAK	MR688S	FL	N1248B	924	
2003	MAK	CV713	RO	N9358A	130	
2003	MAK	CV713	RO	N7247H	133	
2003	MAK	CV713	RO	N1249B	135	
2003	MAK	CV713	RO	N1250B	136	
2003	MAK	CV713	RO	N3335E	139	
2003	MAK	CV713	RO	N8787D	143	
2004	MAK	CV713	RO	N5459E	145	
2004	MAK	CV713	RO	N5498E	146	
2004	MAK	CV713	RO	N5499E	147	
2004	MAK	CV713	RO	N06696	159	
2005	MAK	CV713	RO	N4990H	171	
2005	MAK	CV713	RO	N4989H	172	
2006	MAK	CV713	RO	N70311	178	
2006	MAK	MR688S	RL	N52205	423	
2005	MAK	MR688S	RL	N1390H	399	

Make copies as necessary



Make copies as necessary

[illegible]

Vehicle List

Customer	Type	Truck No.	Decal
Metro Waste	RO	406	SC07-0001
Metro Waste	RO	407	SC07-0002
Metro Waste	RO	410	SC07-0003
Metro Waste	RO	411	SC07-0004
Metro Waste	RO	413	SC07-0005
Metro Waste	RO	415	SC07-0006
Metro Waste	RO	416	SC07-0007
Metro Waste	RO	418	SC07-0008
Metro Waste	FL	901	SC07-0009
Metro Waste	FL	902	SC07-0010
Republic	FL	402	SC07-0011
Republic	FL	218	SC07-0012
Republic	FL	222	SC07-0013
Republic	FL	223	SC07-0014
Republic	FL	224	SC07-0015
Republic	RO	123	SC07-0016
Republic	RO	125	SC07-0017
Republic	RO	135	SC07-0018
Republic	RO	136	SC07-0019
Republic	RO	137	SC07-0020
Republic	RO	138	SC07-0021
Republic	RO	140	SC07-0022
Republic	RO	141	SC07-0023
Republic	RO	142	SC07-0024
Republic	RO	143	SC07-0025
Republic	RO	144	SC07-0026
Republic	RO	393	SC07-0027
VIOLIA	RO	306014	SC07-0028
VIOLIA	RL	304043	SC07-0029
WST MGMT	FL	206939	SC07-0030
WST MGMT	FL	207034	SC07-0031
WST MGMT	FL	208051	SC07-0032
WST MGMT	FL	260738	SC07-0033
WST MGMT	FL	206739	SC07-0034
WST MGMT	FL	206752	SC07-0035
WST MGMT	FL	261045	SC07-0036
WST MGMT	FL	261048	SC07-0037
WST MGMT	FL	261050	SC07-0038
WST MGMT	FL	261054	SC07-0039
WST MGMT	FL	261057	SC07-0040
WST MGMT	RO	401170	SC07-0041
WST MGMT	RO	401187	SC07-0042
WST MGMT	RO	401189	SC07-0043
WST MGMT	RO	401194	SC07-0044
WST MGMT	RO	401777	SC07-0045
WST MGMT	RO	401780	SC07-0046
WST MGMT	RO	401781	SC07-0047
WST MGMT	RO	401782	SC07-0048
WST MGMT	RO	402764	SC07-0049
WST MGMT	RO	402765	SC07-0050

Vehicle List

Customer	Type	Truck No.	Decal
WST MGMT	RO	402766	SC07-0051
WST MGMT	RO	402767	SC07-0052
WST MGMT	RO	402769	SC07-0053
WST MGMT	RO	402771	SC07-0054
WST MGMT	RO	402772	SC07-0055
WST MGMT	RO	402778	SC07-0056
WST MGMT	RO	402779	SC07-0057
WST MGMT	RO	402781	SC07-0058
WST MGMT	RO	405763	SC07-0059
WST MGMT	RO	408347	SC07-0060
WST MGMT	RO	411373	SC07-0061
WST MGMT	RO	411376	SC07-0062
WST PRO	FL	962	SC07-0063
WST PRO	FL	951	SC07-0064
WST PRO	FL	932	SC07-0065
WST PRO	FL	924	SC07-0066
WST PRO	RO	130	SC07-0067
WST PRO	RO	133	SC07-0068
WST PRO	RO	135	SC07-0069
WST PRO	RO	136	SC07-0070
WST PRO	RO	139	SC07-0071
WST PRO	RO	143	SC07-0072
WST PRO	RO	145	SC07-0073
WST PRO	RO	146	SC07-0074
WST PRO	RO	147	SC07-0075
WST PRO	RO	159	SC07-0076
WST PRO	RO	171	SC07-0077
WST PRO	RO	172	SC07-0078
WST PRO	RO	178	SC07-0079
WST PRO	RL	423	SC07-0080
WST PRO	RL	399	SC07-0081
WST SVCS	FL	117	SC07-0082
WST SVCS	FL	118	SC07-0083
WST SVCS	FL	119	SC07-0084
WST SVCS	FL	115	SC07-0085
WST SVCS	FL	109	SC07-0086
WST SVCS	FL	110	SC07-0087
WST SVCS	FL	121	SC07-0088
WST SVCS	FL	111	SC07-0089
WST SVCS	FL	123	SC07-0090
WST SVCS	FL	126	SC07-0091
WST SVCS	RO	203	SC07-0092
WST SVCS	RO	219	SC07-0093
WST SVCS	RO	227	SC07-0094
WST SVCS	RO	228	SC07-0095
WST SVCS	RO	230	SC07-0096
WST SVCS	RO	232	SC07-0097
WST SVCS	RO	234	SC07-0098
WST SVCS	RO	240	SC07-0099
WST SVCS	RO	242	SC07-0100

Vehicle List

Customer	Type	Truck No.	Decal
WST SVCS	RO	243	SC07-0101
WST SVCS	RO	210	SC07-0102
WST SVCS	RO	216	SC07-0103
WST SVCS	RO	237	SC07-0104
CRC	RO	32	SC07-0105
CRC	RO	33	SC07-0106
CRC	RO	34	SC07-0107
CRC	RO	36	SC07-0108
CRC	RO	38	SC07-0109
CRC	FL	2	SC07-0110
CRC	FL	3	SC07-0111
CRC	FL	4	SC07-0112

AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY

STATE OF FLORIDA
COUNTY OF Seminole

COMES NOW, LAURA ARDIS, being first duly sworn,
who deposes and says:

(1) That he/she is the John Jennings, an officer
of Waste Pro of Florida corporation existing
under the laws of the State of FLORIDA;

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

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

FURTHER AFFIANT SAYETH NAUGHT

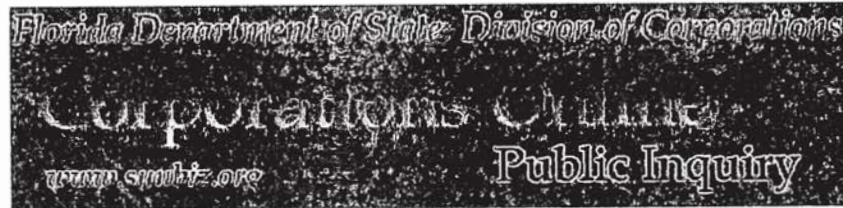
John G. Jennings, Affiant

The following Affidavit was signed, acknowledged and sworn to by _____
before me this 29th day of August, 2006

Laura Ardis
Notary Public, State of Florida

My commission expires:





Florida Profit

WASTE PRO OF FLORIDA, INC.

PRINCIPAL ADDRESS

2101 W SR 434
SUITE 301
LONGWOOD FL 32779
Changed 04/02/2002

MAILING ADDRESS

P.O BOX 7209
LONGWOOD FL 32791
Changed 05/01/2006

Document Number
P01000003611

FEI Number
593701785

Date Filed
01/05/2001

State
FL

Status
ACTIVE

Effective Date
NONE

Registered Agent

Name & Address
JENNINGS, W.C 100 AMBERWOOD CT. LONGWOOD FL 32779
Name Changed: 05/05/2003
Address Changed: 05/05/2003

Officer/Director Detail

Name & Address	Title
DANFORD, DAVID L 221 GULL CIRCLE, N. DAYTONA BEACH FL 32119	PRES
JENNINGS, JOHN J 2101 W SR 434, SUITE 301 LONGWOOD FL 32791	CEO
HYRES, ROBERT J 134 HICKORY RIDGE LAKE MARY FL 32746	D

Annual Reports

Report Year	Filed Date
2004	04/22/2004
2005	04/28/2005
2006	05/01/2006

[Previous Filing](#)[Return to List](#)[Next Filing](#)

No Events
No Name History Information

Document Images

Listed below are the images available for this filing.

05/01/2006 -- ANNUAL REPORT
04/28/2005 -- ANNUAL REPORT
04/22/2004 -- ANNUAL REPORT
05/05/2003 -- ANN REP/UNIFORM BUS REP
04/02/2002 -- COR - ANN REP/UNIFORM BUS REP
01/05/2001 -- Domestic Profit

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

[Corporations Inquiry](#)[Corporations Help](#)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2008

PRODUCER (407)898-2211 FAX (407)898-1850
Closson Insurance Agency, LLC
Post Office Box 547275
Orlando, FL 32854-7275

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**NAIC #**

INSURED Waste Pro USA Inc.
Waste Pro of Florida Inc.
P. O. Box 7209
Longwood, FL 32791-7209

INSURER A:	Zurich American Insurance Co.	16535
INSURER B:	Steadfast Insurance Co.	26387
INSURER C:	Midwest Employers Cas. Ins.Co.	00739
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL05402367-05	01/01/2008	01/01/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp and Collision <input checked="" type="checkbox"/> Liab. deductible	BAP5402371-05(FLA) 3000 COMP/3000 COLL \$100,000 BI&PD DED.	01/01/2008	01/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	SU09217568-02	01/01/2008	01/01/2009	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ 25,000,000
	DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				\$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	MWLD060033	11/06/2007	11/06/2008	WC STATU- TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				
	Pollution Liability	PLC5244706 04	01/01/2008	01/01/2009	1,000,000 Per claim/\$2,000,000 aggregate \$10,000 per claim deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Seminole County, officials, officers and employees are listed as additional insureds as required by contract under GL. Coverage is primary and non-contributory. The coverage is in compliance with the requirements of Seminole County Code, Chapter 235.
All companies are A rated by AM Best.
30 days notice of restriction of coverage.

CERTIFICATE HOLDER

Seminole County
1101 E 1st Street
Sanford, FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES:

AUTHORIZED REPRESENTATIVE

Lenise Zika/KSS



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Cayla Cole
DEPUTY CLERK

AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT FOR
COMMERCIAL SOLID WASTE COLLECTION SERVICES

THIS AMENDMENT is made and entered into this 12 day of December, 2005 and is to that certain Agreement made and entered into on the 14th day of November, 2003, between **WASTE PRO OF FLORIDA, INC.**, whose address is 2101 W. State Road 434, Suite 315, Longwood, Florida 32779, hereinafter referred to as "CONTRACTOR," 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".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on November 14, 2003, to ensure that collection and transportation of commercial solid waste generated in Seminole County occurred in a manner consistent with the public interest and in compliance with applicable Federal, State and local laws and regulations; 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 31 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 17 of the Agreement is amended to read:

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.

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.

ATTEST:

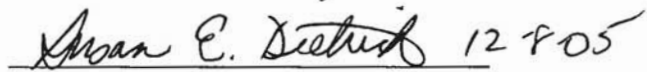

(CORPORATE SEAL)

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.

 12/8/05
County Attorney
SED/lpk
5/27/05 9/27/05
am franchise agt commercial solid waste-waste pro

WASTE PRO OF FLORIDA, INC.

By:

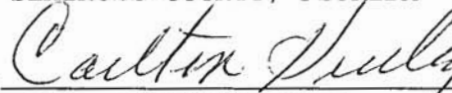

DAVID L. SANFORD, PRESIDENT

Date:

10-8-05

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:


CARLTON HENLEY, Chairman

Date:

Dec-12, 2005

As authorized for execution
by the Board of County Commissioners
at their Oct. 25, 20 05
regular meeting.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE

BY

Cheryl Cohen
DEPUTY CLERK

THIS AGREEMENT made and entered into this 14th day of November 2003, 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 Waste Pro of Florida, Inc. a Florida Corporation authorized to do business in Florida, whose address is 2101 W. SR 434, Suite 315 (hereinafter referred to as "Contractor").
Longwood, FL 32779

W I T N E S S E T H:

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

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.

(l) **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, 2003, and shall run through September 30, 2004, 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, 2009.

Section 3. Commencement of Services. The services provided by the Contractor under this Agreement shall commence effective October 1, 2003.

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.

(2) Subject to other provisions of this Agreement, the size 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, the 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 be clearly labeled for 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) Commercial Recycling Collection Services.

(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) Commercial Yard Waste Collection Services. 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.

(a) 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 re-issued annually on or about September 30th to the Contractor upon renewal of the Agreement.

Section 12. Office.

(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 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. The 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. 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.

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) Insurance Company Requirements. 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 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, 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.

(3) 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, 2) no longer comply with Section 440.57, 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) Specifications. Without limiting 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	(Each Accident)
\$500,000.00	(Disease Each Employee)
\$500,000.00	(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	\$1,000,000.00
Personal Injury & Advertising Limit,	\$1,000,000.00
General Liability Per Occurrence Bodily Injury & Property Damage	\$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) Coverage. 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 claims-made basis.

(f) Obligations. 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
500 W. Lake Mary Blvd.
Sanford, Florida 32773

For Contractor:

Bob Hyres, Sr. Vice President
Waste Pro of Florida, Inc.
PO Box 6862
Longwood, FL 32791

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 express written consent of the County. Assignments within the Contractor's corporate entities or among the Contractor's corporate subsidiaries shall not be unreasonably withheld by the County. The 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. 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. The 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. The 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 32. 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 33. 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.

ATTEST:

CONTRACTOR

Judith A. Wood
Secretary

By: [Signature]
President

(CORPORATE SEAL)

Date: 11-7-03

STATE OF FLORIDA)
COUNTY OF)


I HEREBY CERTIFY that, on this 7th day of November, 2003 before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David L. Sanford and Judith A. Wood, as President and Secretary respectively, of who is personally known to me or who has produced _____ as identification. 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.

Print Name Judith A. Craig
Notary Public in and for the County
and State Aforementioned
My commission expires



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

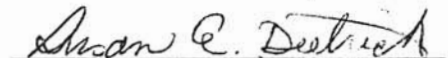
By: 
DARYL G. MCLAIN, Chairman

Date: 1-8-04

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 14 OCT., 2004
regular meeting.

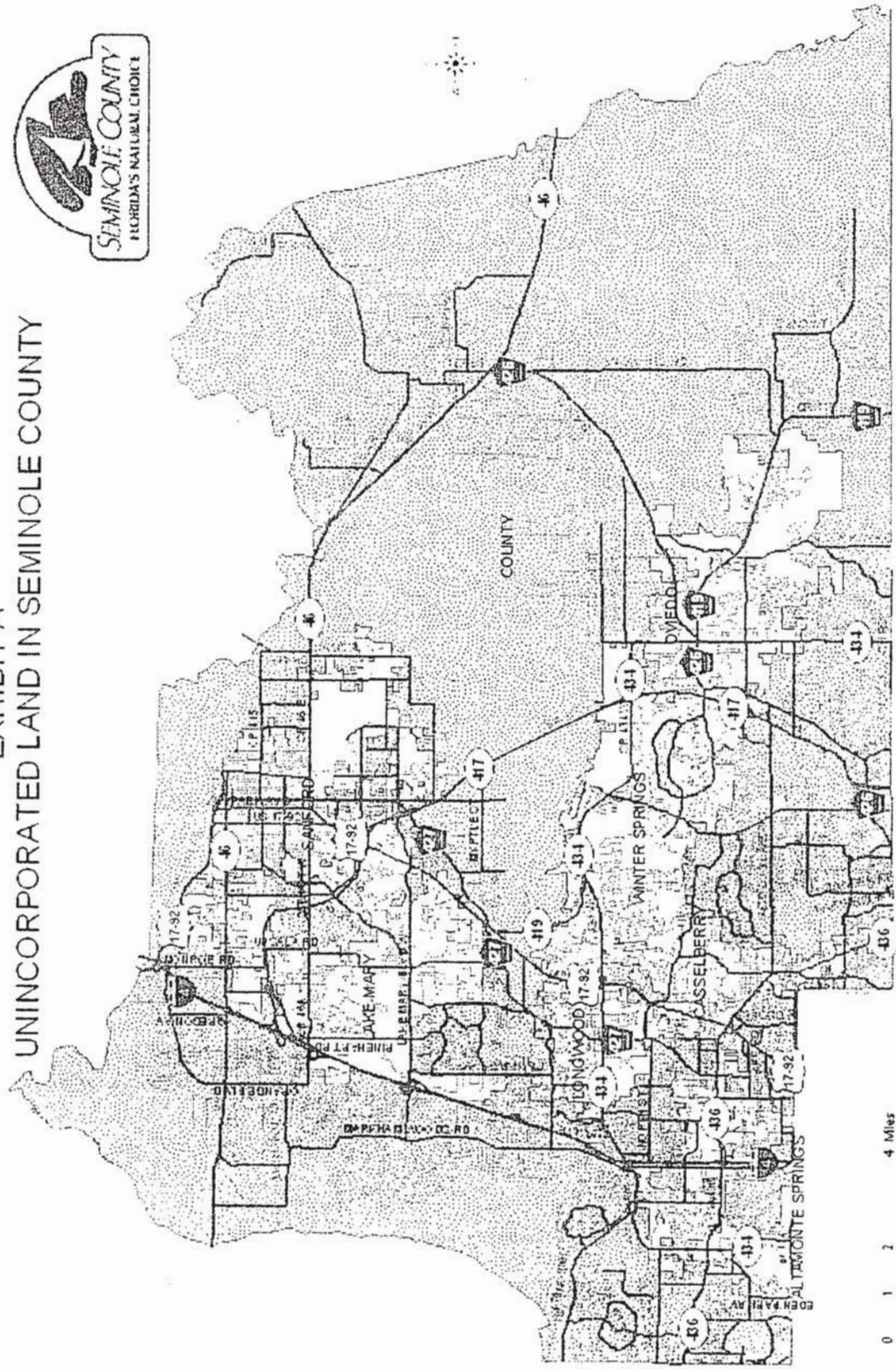
 1-5-04
County Attorney
SED/lpk
10/15/03
solid waste collect franchise agt 9

4 Attachments:

- Exhibit "A" - Map of Franchise Area
- Exhibit "B" - County Designated Disposal Facility
- Exhibit "C" - Application/Annual Renewal and Update Form
- Exhibit "D" - Monthly Report

EXHIBIT "A"
Service Area

EXHIBIT A
UNINCORPORATED LAND IN SEMINOLE COUNTY



“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

Waste Pro of Florida, Inc.
Contractor

2003/04

Year of Service

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

Date: November 10, 2003
Company Name: Waste Pro of Florida, Inc.
Company Address: 2101 W. SR 434, Suite 315 - Longwood, FL 32779
Local Telephone Number: 407-869-8800
Designated Agent: Name: Robert J. Hyres
Email Address: bhyres@wasteprousa.com

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

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

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

5. ☐ Application Fee
6. ☐ Per Vehicle Fee - Decals will be issued for each vehicle.
(Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

Statement of Certification:

I certify that Waste Pro of Florida, Inc. will abide by the terms and conditions of the Agreement.

Robert J. Hyres
Designated Agent, Print Name
[Signature]
Designated Agent Signature

11/10/2003
Date

State of Florida
County of Seminole

Acknowledged this 10th day of Nov. month, 2003.



JUDITH A. CRAIG
Commission # DD0091189
Expires 2/14/2006
Bonded through
Florida Notary Assn., Inc.

Judith A. Craig
Notary Public, State of Florida
☒ Personally Known to Me
☐ Produced Identification

EXHIBIT "D"
SEMINOLE COUNTY NON-EXCLUSIVE COMMERCIAL FRANCHISE HOLDER
MONTHLY REPORT

Contractor

Month/Year of Service

Include the following customer data on a Microsoft Excel spreadsheet
Version 97 or newer:

Type of Container (front end, roll off, compactor, cart, etc.)

Account Type (solid waste or recycling)

Capacity of Containers

Frequency of Collection

Pickup Schedule

Current Franchise Fee Payment due: \$ _____

Franchise Fee Payment Past due: \$ _____

Franchise Fee Paid: \$ _____

Tons of Commercial Solid Waste Delivered to Designated Facility:

Tons of Commercial Solid Waste Delivered to a Non-Designated Facility:

Name and Address of Non-Designated Facility: _____

Tons by Type of Recovered Materials Delivered to a County Designated
Disposal Facility: _____

Tons by Type of Recovered Materials Delivered to a Facility other than
a County Designated Facility: _____

Name and Address of Non-Designated Facility: _____

Area Serviced	Estimated Tons (or)	Estimated % Deliveries
Altamonte Springs		
Casselberry		
Lake Mary		
Longwood		
Oviedo		
Sanford		
Winter Springs		
Unincorporated Seminole County		
Other		

(This information may be compared to reports supplied by the municipalities.)

I certify that the information contained herein is accurate, correct and complete, and the fees due are paid in full for the proceeding calendar month:

Printed Name of Company Representative

Signature of Company Representative

Date

Pursuant to the Non-Exclusive Franchise Agreement For Commercial Solid Waste Collection Service, the monthly reports shall be delivered to the Contract Administrator no later than twenty (20) days after the month when the services were provided.

SEMINOLE COUNTY
FLORIDA NATURAL OBJECT[illegible]

Make copies as necessary

**WASTE PRO****WASTE PRO****"THE WASTE PROFESSIONALS"****List of Trucks to be Used in Seminole County, Florida**

September 18, 2003

Truck#	Year	Make	Model	Type	Capacity
116	2001	Mack	RD688S	Rolloff	20 to 40 cu. yd.s
119	2001	Mack	RD688S	Rolloff	20 to 40 cu. yd.s
122	2002	Mack	RD688S	Rolloff	20 to 40 cu. yd.s
☆ 921	2002	Mack	MR6885	Front Loader	34 cu. yd.s

☆ Only this one

2101 W. State Road 434
Suite 301
Longwood, FL 32779Telephone: 407-774-0800
Facsimile: 407-786-0800

[illegible]

Make copies as necessary

TABLE 1
Estimated Percent of Deliveries

AREA SERVICED	ESTIMATED TONS (or)	ESTIMATED (%) OF DELIVERIES
Altamonte Springs		0
Casselberry		0
Lake Mary		0
Longwood		20%
Oviedo		2%
Sanford		0
Winter Springs		0
Unincorporated Seminole County		78%
Other		0

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MT
WASP003

DATE (MM/DD/YYYY)
11/05/03

PRODUCER
Huckleberry, Sibley & Harvey
Insurance & Bonds, Inc.
1020 N Orlando Ave, Suite 200
Maitland FL 32751
Phone: 407-647-1616

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Waste Pro of Florida
P. O. Box 6862
Longwood FL 32791

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American

16535

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY	GLO540236700	03/25/03	03/25/04	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COMP/OP AGG \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	BAP540237000	03/25/03	03/25/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC540237200	03/25/03	03/25/04	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Job/Project: Non-Exclusive Commercial Franchise....Certificate holder is
named as additional insured with respect to GL.

CERTIFICATE HOLDER

SEMINOL

Seminole County Board of
County Commissioners
500 W Lake Mary Blvd.
Sanford FL 32773-7499

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

B. C. [Signature]

**AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY**

STATE OF Florida
COUNTY OF Seminole

COMES NOW, Fred Wood, being first duly sworn,
who deposes and says:

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

(2) That he/she is authorized to execute the Seminole County Non
Exclusive Franchise Agreement for the Collection of Commercial Solid Waste on
behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a
Non Exclusive Franchise Agreement for the Collection of Commercial Solid
Waste to the above-named corporation.

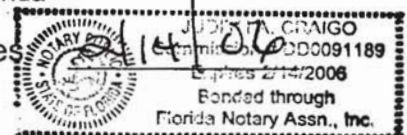
FURTHER AFFIANT SAYETH NAUGHT

Fred Wood
Fred V. Wood, Affiant

The following Affidavit was signed, acknowledged and sworn to by Fred
V. Wood before me this 22nd day of December, 2003

Judith A. Craigo
Notary Public, State of Florida

My commission expires





Florida Profit

WASTE PRO OF FLORIDA, INC.

PRINCIPAL ADDRESS

2101 W SR 434
SUITE 301
LONGWOOD FL 32779
Changed 04/02/2002

MAILING ADDRESS

P.O BOX 6862
LONGWOOD FL 32791
Changed 04/02/2002

Document Number
P01000003611

FEI Number
593701785

Date Filed
01/05/2001

State
FL

Status
ACTIVE

Effective Date
NONE

Last Event
SHARE EXCHANGE

Event Date Filed
06/09/2003

Event Effective Date
NONE

Registered Agent

Name & Address
JENNINGS, W.C 100 AMBERWOOD CT. LONGWOOD FL 32779
Name Changed: 05/05/2003
Address Changed: 05/05/2003

Officer/Director Detail

Name & Address	Title
DANFORD, DAVID L 221 GULL CIRCLE, N. DAYTONA BEACH FL 32119	D
JENNINGS, JOHN J 2101 W SR 434, SUITE 301 LONGWOOD FL 32791	D

Annual Reports

Report Year	Filed Date
2002	04/02/2002

2003

05/05/2003

[Previous Filing](#)[Return to List](#)[Next Filing](#)[View Events](#)

No Name History Information

Document Images

Listed below are the images available for this filing.

[06/09/2003 -- Share Exchange](#)[05/05/2003 -- ANN REP/UNIFORM BUS REP](#)[04/02/2002 -- COR - ANN REP/UNIFORM BUS REP](#)[01/05/2001 -- Domestic Profit](#)**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**[Corporations Inquiry](#)[Corporations Help](#)

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Recreational Trails Program (FY 2007/08) - Grant Agreement

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a grant agreement with the Florida Department of Environmental Protection in acceptance of \$148,500.00 in grant funds for the Big Tree Park Trailhead.

County-wide

Jennifer Bero

BACKGROUND:

The Florida Department of Environmental Protection provides grant funding through the Recreational Trails Program for the development and renovation of recreational trails and support facilities. On February 27, 2007, the Board of County Commissioners approved submission of an application requesting \$148,500 for the development of a trailhead at Big Tree Park. Staff received notification that Seminole County was awarded the grant.

For the funds to be received, the Board must approve and authorize the Chairman to execute a grant agreement with the Florida Department Environmental Protection prior to March 15, 2008. The Board approved funding for this project in the adopted FY 2007/08 budget which would satisfy the matching requirements. A budget amendment to record the grant will be presented for Board approval on the March 25th agenda.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a grant agreement with the Florida Department of Environmental Protection in acceptance of \$148,500 in grant funds to develop the Big Tree Park Trailhead.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

T27005
(RTP Project Number)

T2705
(DEP Project Agreement #)
CFDA # 20.219

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECREATIONAL TRAILS PROGRAM
FISCAL YEAR 2007 - 2008
PROJECT AGREEMENT

This project agreement ("Project Agreement") is entered into between the State of Florida Department of Environmental Protection, whose address is 3900 Commonwealth Boulevard, Mail Station 795, Tallahassee, Florida, 32399 (hereinafter referred to as "Department"), and Seminole County, Florida, whose address is 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773 (hereinafter referred to as "Grantee" or "Recipient"), in furtherance of a recreational trail project, Big Tree Park Trailhead & Trail to be described herein. The execution date of this Project Agreement is _____.

WHEREAS, the Department receives funds for the purpose of passing through the agency as grants to other entities in accordance with Chapter 260, Florida Statutes; and,

WHEREAS, the Department receives funds from the Federal Highway Administration to fund such grants; and,

WHEREAS, the Grantee has proposed and the Department has approved a recreational trail project.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Department and Grantee hereby agree as follows:

1. This Project Agreement shall be effective upon execution of this Project Agreement and end no later than _____, inclusive. The Project Agreement shall be performed pursuant to Chapter 62S-2, F.A.C.; the National Recreational Trails Fund Act of 1991, 23 U.S.C. 104 and 206, as amended (hereinafter referred to as "Program"); and in accordance with general provisions for such agreements prescribed by the United States Department of Transportation, Federal Highway Administration (hereinafter referred to as "FHWA") in the FHWA Interim Guidance (hereinafter referred to as "Guidance") and the State of Florida Department of Transportation's Project Development & Environment Manual, (hereinafter referred to as the "FDOT PD&E Manual"). The Grantee shall comply with all applicable state and federal laws and regulations, including the National Environmental Policy Act, the implementing regulations contained in the Code of Federal Regulations, specifically 23 CFR Part 771, and the Federal-Aid Policy Guide referred to in the Guidance. The Grantee agrees to become familiar with and comply with all provisions of Chapter 62S-2, F.A.C. and the Guidance which are utilized to comply with many of the aforementioned rules and regulations. Chapter

62S-2, F.A.C. and the Guidance are incorporated into this Project Agreement by reference as if fully set forth herein. In the event a dispute arises between the parties concerning the intent of any language contained in this Project Agreement, the same shall be resolved by the adoption of that meaning which furthers the intent and purpose of the above referenced Acts of Congress and the general provisions governing this Project Agreement. No such construction shall be contrary to the requirements of the Acts of Congress or of the regulations of the FHWA.

2. By acceptance of the Program grant, the Grantee agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964; the Architectural Barriers Act of 1968; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Drug-Free Workplace Act of 1988; the Americans With Disabilities Act of 1990; 31 U.S.C. 1352, regarding limitations on use of appropriated funds to lobby or otherwise influence federal contracting and financial transactions; Executive Order 12549, regarding federal debarment and suspension of contractors; Section 8136 of the Department of Defense Appropriations Act, which requires inclusion of the federal funding amount and the percentage of the total project that amount represents in all public notices and documents describing the Project; and, Section 623 of the Treasury, Postal Service and General Government Appropriations Act of 1990, regarding public notice of federal funding in solicitations for goods and services for projects with an aggregate value of \$500,000.00 or more. It is the intention of the parties hereto that none of the provisions of Section 163.01, Florida Statutes, shall apply to this Project Agreement.
3. The Department has found that mixed-use non-motorized recreational trail is the primary purpose of the project known as Big Tree Park Trailhead & Trail, RTP Project Number T27005, (hereinafter referred to as "Project"), and enters into this Project Agreement with the Grantee for construction and renovation of recreational trail facilities and improvements on real property controlled by the Grantee through ownership or other interest. The legal description and approved method of site control of said real property are set forth in full in the Project application. The approved Project application, which includes the conceptual site development plan (description of the Project, detailed budget, and anticipated deliverables), is incorporated into this Project Agreement by reference as if fully set forth herein. Any revisions to the conceptual site development plan as set forth in the approved Project application must be formally requested by the Grantee and if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.
4. Prior to commencement of the Project, the Grantee shall submit for Department approval the documentation described in the FDOT PD&E Manual, as provided in the PD&E Data Survey. The Project may not commence until completion of the Project Development & Environment Process, an environmental determination is made by FHWA, and the determination is accepted by the Department and approved by FHWA.

5. The Grantee shall construct, or cause the construction of, specified recreational trail facilities and improvements, (hereinafter referred to as "Project Elements"), upon the real property identified in Paragraph 3., above. The following shall be considered the Project Elements, which may be modified by the Department upon a showing of good cause and the spirit and intent of the project is maintained: construction of spur trail, renovation of boardwalk, trail head and related support facilities.
6. The Project Elements identified in Paragraph 5., above shall be designed and constructed substantially in accordance with the conceptual site development plan contained in the Project application. Project Elements shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project Elements shall be in accord with current and established engineering and architectural practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreation and natural values of the area. Any and all utility lines installed within the Project shall be placed underground. The Grantee shall have the Project Site plan (site engineering and architectural) prepared by an architect or engineer licensed by the State of Florida.
7. The Grantee shall complete all Project construction by the construction completion date, _____.
8. Within sixty (60) days of completion of the Project and prior to release of the final payment, the Grantee shall submit for Department staff approval the documentation described in Chapter 62S-2, F.A.C.
9. Execution of this Project Agreement does not relieve the Grantee of the responsibility to comply with all applicable federal, state, county, or municipal laws, ordinances or rules; nor is the Grantee relieved of the responsibility to obtain any permits, management agreements, leases or other authorization required by the Department or any federal, state, county or municipal agency for acquisition or development of the Project Site.
10. A. The Department shall pay the Grantee on a reimbursement basis the eligible grant amount not to exceed \$148,500, which will pay the federal Program's share of the cost of the Project. Program fund limits are based upon the following:

Total Grantee Amount	<u>\$ 148,500</u>	(paid by the Department)
Grantee Match Amount	<u>\$ 148,500</u>	(paid by the Grantee)
Total Project Cost	<u>\$ 297,000</u>	

Type of Match	<u>Cash and/or In-Kind Services</u>
---------------	-------------------------------------

- B. The Grantee must provide from its accounting system, a list of expenditures charged against this Project Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid and vendor name. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. The Grantee must also adhere to the Office of Greenways and Trails' grant Accountability Procedures and Guidance ("Accountability Procedures") (reviewed and approved by the Federal Highway Administration), which are incorporated by reference, and were included in the commencement documentation. For purposes of this Project Agreement, the following federal cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122
Education Institutions	OMB Circular A-21
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures

- C. No travel is authorized under this Project Agreement.
- D. Program funds shall be released by the Department, upon the request of the Grantee's duly authorized grant manager and upon compliance with this Project Agreement, as set forth herein. The Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Project 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 Project 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 State of Florida Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide> and allowable costs for Federal

Programs can be found under 48 CFR Part 31 at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87, A-122, A-21, A-102 and A-110 at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.

- E. The Department's grant manager shall, within sixty (60) days after receipt of a complete payment request, review the submitted documentation and Project work accomplished to date, and, if complete pursuant to requirements of this Project Agreement, approve the request for payment.
 - F. The Department shall retain 10% of the total grantee amount as the final payment until completion and approval of the Project.
11. The Department and the Grantee fully understand and agree that there shall be no reimbursement of funds by the Department for any obligation or expenditure made prior to the execution of this Project Agreement with the exception of \$44,500 for planning, permitting, design performed on or after July 13, 2007.
12. The Grantee shall adhere to the Office of Greenways and Trails' Accountability Procedures and Guidance, incorporated into this Project Agreement by reference as if fully set forth herein. The Accountability Procedures establish uniform guidelines and procedures to be utilized by the Department and the Grantee in accounting for grant funds disbursed under the Program and sets forth principles for determining eligible costs, supporting documentation and minimum reporting requirements. Expenses, representing the grant amount and the required match, shall be reported to the Department and summarized on certification forms referenced in Chapter 62S-2, F.A.C. The Grantee shall maintain books, records and documents directly pertinent to performance under this Project 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 Project Agreement and for five years following Project 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.
13. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment A (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment A** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment A**. 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 A, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B 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.

14. A. The Department may terminate this Project Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Project 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 Department may terminate this Project Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
- C. This Project 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 Project Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
15. A. The Grantee may subcontract work under this Project 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 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 supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Project

Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.

16. Competitive open bidding and purchasing for construction of said Project facilities or improvements shall comply with all applicable laws. Following completion of Project construction, the Grantee's Grant Manager shall provide the Department with a statement that all purchases or contracts for construction were competitively bid pursuant to applicable laws.
17. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit Standard Form-LLL, "Disclosure of Lobbying Activities" (provided in Federal Documents Packet), and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. **[49 CFR 20]**.
18.
 - A. In accordance with Executive Order 12549, Debarment and Suspension (**49 CFR 29**), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by Federal Highway Administration to the Department.
 - B. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", received as part of the Project Development and Environment (PD&E) Materials.
 - C. As required by paragraphs A and B above, the Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Project Agreement. The Grantee shall also provide a copy of the most current Debarment and Suspension Form to any subcontractors for signature on agreements that are entered into for \$100,000 or more.

19. The Department and FHWA shall have the right, through their agents, servants, and employees designated for that purpose, to inspect the site of the Project and the Project Elements thereon at any reasonable time.
20. Following receipt of an audit report identifying any refund due to the Department for noncompliance by the Grantee with the Project Agreement, the Grantee will be allowed sixty (60) days to submit additional pertinent documentation to offset any amount identified as being due to the Department. The Department, following a review of the documentation submitted by the Grantee, will inform the Grantee of the total refund due to the Department.
21. The Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee for noncompliance with the terms of this Project Agreement.
22. If the United States acting within the scope of its lawful authority, through the FHWA, the Secretary of the FHWA, or any other branch of the government of the United States, should for any reason demand a refund from the Department, in whole or in part, of the funds provided to the Grantee under the terms of this Project Agreement, the Grantee, upon notification from the Department, agrees to refund and will forthwith repay directly to the Department the amount of money demanded.
23. Alexandra H. Weiss, Community Assistance Consultant, or her successor, is hereby designated as the Department's grant manager for the purpose of this Project Agreement. The grant manager shall be responsible for ensuring performance of the terms and conditions of the Project Agreement and shall approve all reimbursement requests prior to payment. The Grantee's grant manager, David Martin, or his/her successor, shall act on behalf of the Grantee relative to provisions of this Project Agreement and shall submit to the Department signed quarterly Project status reports, on a calendar basis, summarizing work accomplished, problems encountered, percentage of completion and other pertinent information. Photographs shall be submitted with status reports to reflect construction work accomplished.
24. By acceptance of the provisions of this Project Agreement, the Grantee agrees to dedicate the Project Site and all land within the Project boundaries, identified in Paragraph 3 above, to the public as a recreational trail in accordance with section 62S-2.076, F.A.C. The Parties further agree that the execution of this Project Agreement by the Department shall constitute an acceptance of said dedication on behalf of the general public of the State of Florida.
25. The Grantee agrees to operate and maintain the Project Site, as defined in subsection 62S-2.070(37), F.A.C., in accordance with section 62S-2.076, F.A.C. The Project Site and Project Elements shall be open to the general public for recreational trail use, maintained in accordance with applicable health and safety

standards, and kept in good repair to prevent undue deterioration and provide for safe public use. The Grantee covenants that it has full legal authority and financial ability to develop, operate and maintain the Project Elements as specified within the terms of this Project Agreement. The Grantee shall obtain Department approval prior to any and all current or future development of facilities on the Project Site, as defined in subsection 62S-2.070(37), F.A.C., if said development is not described in Paragraph 5 herein.

26. The Grantee shall not, for any reason, convert all or any portion of the Project boundary area for any purpose other than a recreational trail without prior approval of the Department and FHWA pursuant to the Chapter 62S-2, F.A.C.
27.
 - 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 Project 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 State of 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.
28. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Project Agreement, Workers' Compensation Insurance for all of his 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 Project 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.
29. 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.

30. 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.
31.
 - A. If for any reason the Grantee should fail to fulfill in a timely manner the obligations under this Project Agreement, or if the Grantee should violate any of the terms or conditions of this Project Agreement, the Department shall thereafter have the right to terminate this Project Agreement without prior notice. In the event the Department terminates this Project Agreement, the Department is not required to compensate the Grantee for any expenses incurred after such termination.
 - B. The Department shall terminate the Project Agreement if the commencement documentation is not received and approved by the Department within twelve months of the Project Agreement's execution. This time period may be extended by the Department for good cause, such as natural disaster.
32. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Project Agreement.
33. Asphalt paving for the Project shall conform to the State of Florida Department of Transportation's specifications for road and bridge construction. Bid specifications, contracts and/or purchase orders of the Grantee must specify thickness of asphalt and square yards to be paved.
34. The Grantee agrees to adhere to all state and federal special terms and conditions incorporated by reference as part of this Project Agreement as if fully set forth herein.
35. This Project Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Project Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Project Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Project Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida, unless otherwise required by state law.
36. All notices related to this Project Agreement will be satisfied by sending notice by certified U.S. mail to the following addresses of the parties:

Department Grant Manager:

Alexandra H. Weiss, Community Assistance Consultant
Office of Greenways and Trails
State of Florida Department of Environmental Protection
3900 Commonwealth Boulevard, M.S. 795
Tallahassee, Florida 32399-3000

Grantee's Grant Manager:

David Martin, Principle Coordinator
Seminole County
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

37. The Grantee acknowledges prior receipt of the following documents. It is understood that paragraphs B, C, and D include documents that must be filled out by the Grantee and returned to the Department.
- A. Federal award letter approving project application as submitted by the Department.
 - B. Project Development and Environment (PD&E) Materials – includes PD&E Data Sheet and Federal documents (survey, boundary map, Federal Form 424 - Budget Information, Drug-Free Workplace Certification, Civil Rights Assurance of Compliance, Certification Regarding Lobbying, Debarment and Suspension Form, Federal Congressional District of Applicant and Project Site, FHWA Guidance, PD&E Data Survey.
 - C. Commencement Packet – includes Boundary Map with legal description, Site Plan (signed and sealed), List of Facilities to be Constructed (signed and dated), Pre-Construction Certification (signed and dated), Grant Project PD&E Data Sheet (with back-up documentation).
 - D. Program Completion Packet – includes Project Completion Certification, As-Built Site Plan (1 copy), List of Constructed Facilities and Improvements, Color Photographs or Slides of the Project and Identification Sign, Certification of Filing of Notice of Limitation of Use, Final Payment Request, Certification of FHWA Guidance.
 - E. Recreational Trails Program Project Status Report (to be completed quarterly).
 - F. Grant Accountability Procedures.
38. This Project Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Project Agreement shall only be valid when they have been reduced to writing, duly

signed by each of the parties hereto, and attached to the original of this Project Agreement, unless otherwise provided herein.

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The parties hereto have caused these presents to be duly executed the day and year last written below.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

SEMINOLE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Director or designee, Office of
Greenways and Trails

By: _____
Type Name: Brenda Carey

Date: _____

Title: Chairman

Date: _____

Address:
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

ATTEST:



DEP Grant Manager

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

Approved as to form and sufficiency:

Approved as to form and sufficiency:

DEP Program Attorney

Grantee Attorney (if required)

List of attachments/exhibits included as part of this Agreement:
Attachment A Special Audit Requirements (5 Pages)

ATTACHMENT A

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the State of Florida 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 State of Florida 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 Project Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the State of Florida 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 Project Agreement indicates federal funds awarded through the State of Florida Department of Environmental Protection by this Project 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 State of Florida 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 State of Florida 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 Project Agreement indicates state financial assistance awarded through the State of Florida Department of Environmental Protection by this Project 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 State of Florida 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.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the state awarding entity that are solely a matter of that state awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, state agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I 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 directly to each of the following:

- A. The State of Florida Department of Environmental Protection at the following address:

Audit Director
State of 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

- 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 State of Florida Department of Environmental Protection at the following address:

Audit Director
State of 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 directly to each of the following:

- A. The State of Florida Department of Environmental Protection at the following address:

Audit Director
State of 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 directly to the State of Florida Department of Environmental Protection at the following address:

Audit Director
State of 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 State of Florida Department of Environmental Protection pursuant to this Project 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 State of Florida 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 Project Agreement for a period of **5** years from the date the audit report is issued, and shall allow the State of Florida 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 State of Florida 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 Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Federal Highway Administration, Department of Transportation	20.219	Recreational Trails Program	14,8500 148,500 gme	140185
State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
				Total Award	148,500 gme 14,8500

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<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.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BAR #08-45 - \$37,120.00 Various Departments - Various Funds

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) #08-45 in the amount of \$37,120.00 through various funds to increase funding for training to be reimbursed by Workforce Central Florida.

County-wide

Lin Polk

BACKGROUND:

On December 11, 2007, item 872-2007 was approved by the Board to modify the original Employed Worker Training Agreement number 288-01. The modification is complete and award amount established at \$37,120. The award constitutes reimbursement to the General Fund, Fire Fund, Transportation Trust and Water and Sewer Funds for training.

Workforce Central Florida (WCF) offers training grants to employers valuing investment in their employees through the development of specific occupational knowledge and skills. WCF seeks to contribute toward an organization's ability to effectively deliver services to their constituents.

Staff has pursued the grant to supplement the cost for county-wide training and/or certifications. The grant funds will reimburse Seminole County for 50% of the direct training and/or certification costs, decreasing the dependency upon County dollars.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-45 in the amount of \$37,120.00 through various funds to increase funding for training to be reimbursed by Workforce Central Florida.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners
 FROM: Department of Fiscal Services
 SUBJECT: **Budget Amendment Resolution**
 Department: Various
 Fund(s): General, Fire, Transportation Trust, and
 Water & Sewer Funds

FS Recommendation

B Segal	2/1/08
Analyst	Date
Budget Manager	Date
Director	Date
08-45	
BAR	

PURPOSE: To allocate Workforce Central Florida employed worker training agreement modification #288-02, reimbursement for training by various providers for 60 staff in the amount of \$37,120 if completed by June 25, 2008.

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

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

Sources:

Account Number	Project #	Account Title	Amount
See attached spreadsheet			37,120
Total Sources			\$ 37,120

Uses:

Account Number	Project #	Account Title	Amount
See attached spreadsheet			37,120
Total Uses			\$ 37,120

BUDGET AMENDMENT RESOLUTION

This Resolution, 2008-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

 Maryanne Morse, Clerk to the
 Board of County Commissioners

By: _____
 Brenda Carey, Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

Sources:

Account Number	Project #	Account Title	Amount
00100.337900		Local Grants & Aids	7,465
11200.337900.056100		Local Grants & Aids	10,710
10101.337900.077000		Local Grants & Aids	1,600
40100.337900.087801		Local Grants & Aids	17,345
Total Sources			\$ 37,120

Uses:

Account Number	Project #	Account Title	Amount
00100.010320.530540		Books, Dues Publications	2,275
00100.010303.530540		Books, Dues Publications	1,600
00100.140630.530540		Books, Dues Publications	1,600
11200.056100.530540		Books, Dues Publications	10,710
10101.077000.530540		Books, Dues Publications	1,600
40100.087801.530540		Books, Dues Publications	17,345
00100.010560.530540		Books, Dues Publications	1,990
Total Uses			\$ 37,120

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BCR #08-14 - \$28,500 - EMS Trust Fund - Public Safety - Purchase of Advanced Manikin Simulators

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Budget Change Request #08-14 to the EMS Trust Fund in the amount of \$28,500.00 to provide funding for the purchase of four (4) Advanced Manikin Simulators.

County-wide

Lin Polk

BACKGROUND:

The Fire Chiefs of Seminole County approved a recommendation to purchase four (4) Mega Code Kelly Manikin Advanced simulators with Vitalsim. The simulators are to be used for EMS protocol based training scenarios involving airway management, intravenous/intraosseous access, surgical cricothyroidotomy, synchronized cardio version, defibrillation and needle decompression.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Budget Change Request #08-14 to the EMS Trust Fund in the amount of \$28,500.00 to provide funding for the purchase of four (4) Advanced Manikin Simulators.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By: No additional reviews

*****SEMINOLE COUNTY BUDGET REQUEST*****

Budget Division Use only:

DATE: 1/31/08

FROM: Department Public Safety

Division Administration - EMS Trust

BCR	<input checked="" type="checkbox"/>	08-14

WHAT IS NEEDED:

<p align="center">Operational Adjustment</p> <p><input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost)</p> <p><input checked="" type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope)</p> <p><input type="checkbox"/> New program or service: program or service is not in this fiscal year's budget.</p>	<p align="center">Project Adjustment</p> <p><input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost)</p> <p><input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope)</p> <p><input type="checkbox"/> New project: Project is not in this fiscal year's budget.</p>
<p>Detailed Explanation:</p> <p>Transfer funds for the purchase of four (4) MegaCode Kelly Manikin Advanced simulators.</p>	

	Fund # <u>11800</u>	Fund Name <u>EMS Trust Fund</u>		
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	<u>11800.055018.530499</u>		<u>Reserve for Contingency</u>	<u>\$28,500</u>
			TOTAL	\$ 28,500
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	<u>11800.055018.560642</u>		<u>Capital Equipment</u>	<u>\$28,500</u>
			TOTAL	\$ 28,500

RECOMMENDATION: ☒ Approval Date 1/31/08 Analyst R. Switzer Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date _____ Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BCR #08-15 - \$1,301,022 - Environmental Services - Water and Sewer Bonds, Series 2006 and Water and Sewer Operating Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Budget Change Request #08-15 in the Water and Sewer Bonds/Series 2006 and Water and Sewer Operating Fund for the total amount of \$1,301,022.00, to increase funding for capital projects.

County-wide

Lin Polk

BACKGROUND:

The various priorities of the Water and Sewer capital project program were reviewed with the Consultant in December 2007. Re-prioritization of certain projects was determined to be in the best interest of the County. The re-prioritization allows currently defined projects with the greatest immediate need to be moved up in the schedule, as well as project increases for revised enhancements. The attached document, *Budget Adjustments for Capital Projects*, provided by the Project Consultants, explains the rationale and impact on each of the projects receiving increased funding.

The primary source of funding is a reduction in the **Yankee Lake Water Reclamation Facility Expansion** project budget, 00195201 for the current year; through deferral of the construction portion of the Yankee Lake Phase II upgrade until FY 2008/09. The current year budget for the Yankee Lake Water Reclamation Facility Expansion project after adjustment is \$20,926,012.

The remaining source of funding is a reduction in the **Pump Station Odor Control** project budget, 00253701, and the **Asset Management System** project budget, 00219201. These project budgets totaling \$132,395 can be reallocated.

The attached Budget Change Request does not impact Fund Reserves.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request #08-15 in the Water and Sewer Bonds/Series 2006 and Water and Sewer Operating Fund for the total amount of \$1,301,022.00, to increase funding for capital projects.

ATTACHMENTS:

1. Budget Change Request and Summary

Additionally Reviewed By: No additional reviews

Budget Adjustments for Capital Projects

Department: Environmental Services

Date: February 11, 2008

Transaction No. 1:

Account Number	Project #	Account Title	Amount
87817/87805	00201101	Consumptive Use Permit	\$371,727

- 1) **Project Description or Change:** Consumptive Use Permit is for the renewal of Seminole County's groundwater consumptive use permit with the SJRWMD. The permit renewal will consolidate four existing permits for the Northwest, Northeast, Southwest and Southeast Service Area. The SJRWMD has requested additional information as part of the permit application package.

- 2) **Why is the project cost estimate changing?** SJRWMD has requested additional information for the permit application package.

3) **Project Budget Summary:**

Current year budget	\$262,307
Adjustment amount	\$371,727
Adjusted current year budget	\$634,034
Prior year costs	\$637,202
Future years projected costs	\$0

4) **Anticipated Project Schedule:**

Start Date: 03/08

Finish Date: 09/09

- 5) **Funding Source:** Funding source is CIP 195201 GWL Sludge-Yankee Lake Rerate (Account 87817) and CIP 00219201 Asset Management. Funding can be reduced in CIP 195201 due to the phased approach for improvements to the Yankee Lake Water Reclamation Facility. Phase 1 Improvements are currently under construction and Phase 2 Improvements will be designed in FY08. Phase 2 construction will be funded in FY09 as part of the second bond issue. For CIP 00219201, this project number is no longer required.

Transaction No. 2:

Account Number	Project #	Account Title	Amount
87817	00056601	Water Treatment Plant Rehab	\$198,168

1) **Project Description or Change:** Water Plant Rehabilitations includes improvements to existing water treatment facilities. Additional improvements to the Lynwood Water Treatment Plant have been identified

2) **Why is the project cost estimate changing?** Scope changes have occurred due to the County's review of existing facility's conditions.

3) **Project Budget Summary:**

Current year budget	\$1,282,633
Adjustment amount	\$198,168
Adjusted current year budget	\$1,480,801
Prior year costs	\$40,510
Future years projected costs	\$3,081,605

4) **Anticipated Project Schedule:**

Start Date: 03/08

Finish Date: 10/10

5) **Funding Source:** Funding source is CIP 195201 GWL Sludge-Yankee Lake Rerate (Account 87817). Funding can be reduced in CIP 195201 due to the phased approach for improvements to the Yankee Lake Water Reclamation Facility. Phase 1 Improvements are currently under construction and Phase 2 Improvements will be designed in FY08. Phase 2 construction will be funded in FY09 as part of the second bond issue.

Transaction No. 3:

Account Number	Project #	Account Title	Amount
87817	00223001	Residential Reclaimed Retrofit Phase III	\$253,515

- 1) **Project Description or Change:** Phase III is the next design project for Seminole County's Reclaimed Retrofit Program as required by the Northwest Consumptive Use Permit.
- 2) **Why is the project cost estimate changing?** Scope change has occurred due to recommendations in the Reclaimed Water Master Plan and final negotiations for design scope of work.
- 3) **Project Budget Summary:**

Current year budget	\$467,012
Adjustment amount	\$253,515
Adjusted current year budget	\$720,527
Prior year costs	\$106,982
Future years projected costs	\$5,178,828
- 4) **Anticipated Project Schedule:**
Start Date: 03/01/08
Finish Date: 06/30/10
- 5) **Funding Source:** Funding source is CIP 195201 GWL Sludge-Yankee Lake Rerate (Account 87817). Funding can be reduced in CIP 195201 due to the phased approach for improvements to the Yankee Lake Water Reclamation Facility. Phase 1 Improvements are currently under construction and Phase 2 Improvements will be designed in FY08. Phase 2 construction will be funded in FY09 as part of the second bond issue.

Transaction No. 4:

Account Number	Project #	Account Title	Amount
87817	00223101	Residential Reclaimed Retrofit Phase IV	\$133,548

- 1) **Project Description or Change:** Phase IV is the next design project for Seminole County's Reclaimed Retrofit Program as required by the Northwest Consumptive Use Permit.
- 2) **Why is the project cost estimate changing:** Scope change has occurred due to recommendations in the Reclaimed Water Master Plan and final negotiations for design scope of work.

3) **Project Budget Summary:**

Current year budget	\$1,134,116
Adjustment amount	133,548
Adjusted current year budget	\$1,267,664
Prior year costs	0
Future years projected costs	\$9,296,261

4) **Anticipated Project Schedule:**

Start Date: 03/01/08
Finish Date: 06/30/10

- 5) **Funding Source:** Funding source is CIP 195201 GWL Sludge-Yankee Lake Rerate (Account 87817). Funding can be reduced in CIP 195201 due to the phased approach for improvements to the Yankee Lake Water Reclamation Facility. Phase 1 Improvements are currently under construction and Phase 2 Improvements will be designed in FY08. Phase 2 construction will be funded in FY09 as part of the second bond issue.

Transaction No. 5:

Account Number	Project #	Account Title	Amount
87817/87879	00193201	Fire Flow Improvements	\$344,064

1) **Project Description or Change:** Fire Flow Improvements include upgrades to water distribution system to improve fire protection. Additional funding will be used for additional fire hydrant upgrades and to install two new hydrants in the Lake Brantley service area.

2) **Why is the project cost estimate changing?** Scope has changed due to additional locations for fire hydrant replacement identified by Environmental Services. The Lake Brantley hydrants will be the initial project to bring fire protection to this service area.

3) **Project Budget Summary:**

Current year budget	\$373,140
Adjustment amount	\$344,064
Adjusted current year budget	\$717,104
Prior year costs	\$96,929
Future years projected costs	\$250,000

4) **Anticipated Project Schedule:**

Start Date: 03/08

Finish Date: 09/09

5) **Funding Source:** Funding source is CIP 195201 GWL Sludge-Yankee Lake Rerate (Account 87817) and CIP 00253701 Pump Station Odor Control (Account 87879). Funding can be reduced in CIP 195201 due to the phased approach for improvements to the Yankee Lake Water Reclamation Facility. Phase 1 Improvements are currently under construction and Phase 2 Improvements will be designed in FY08. Phase 2 construction will be funded in FY09 as part of the second bond issue. For CIP 00253701, additional work will be funded from a different CIP project.

*****SEMINOLE COUNTY BUDGET REQUEST*****

Budget Division Use only:

DATE: 02/11/08

FROM: Department Environmental Services

Division Planning, Engineering and Inspection

BCR	<input checked="" type="checkbox"/>	08-15

WHAT IS NEEDED:

<p align="center">Operational Adjustment</p> <p><input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost)</p> <p><input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope)</p> <p><input type="checkbox"/> New program or service: program or service is not in this fiscal year's budget.</p>	<p align="center">Project Adjustment</p> <p><input checked="" type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost)</p> <p><input checked="" type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope)</p> <p><input type="checkbox"/> New project: Project is not in this fiscal year's budget.</p>
<p>Detailed Explanation: Reappropriation pursuant to Capital Improvement Plan revalidation in December 2007.</p>	

Fund # 40105/40100 **Fund Name** Water and Sewer Bond Fund/Operating Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	<u>40105.87817.560650</u>	<u>00253701</u>	<u>Construction In Progress</u>	<u>\$125,226</u>
	<u>40100.87805.560650</u>	<u>00219201</u>	<u>Construction In Progress</u>	<u>\$7,169</u>
	<u>40105.87817.560650</u>	<u>00195201</u>	<u>Construction In Progress</u>	<u>\$1,168,627</u>
	TOTAL			<u>1,301,022</u>

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	<u>40100.87805.560650</u>	<u>00201101</u>	<u>Construction In Progress</u>	<u>\$7,169</u>
	<u>40105.87817.560650</u>	<u>00056601</u>	<u>Construction In Progress</u>	<u>\$198,168</u>
	<u>40105.87817.560650</u>	<u>00223001</u>	<u>Construction In Progress</u>	<u>\$253,515</u>
	<u>40105.87817.560650</u>	<u>00223101</u>	<u>Construction In Progress</u>	<u>\$133,548</u>
	<u>40105.87817.560650</u>	<u>00193201</u>	<u>Construction In Progress</u>	<u>\$125,226</u>
	<u>40105.87817.560650</u>	<u>00193201</u>	<u>Construction In Progress</u>	<u>\$218,838</u>
	<u>40105.87817.560650</u>	<u>00201101</u>	<u>Construction In Progress</u>	<u>\$364,558</u>
	TOTAL			<u>\$1,301,022</u>

RECOMMENDATION: ☒ Approval Date 2/12/2008 Analyst K Huffman Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 03/11/08 Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BCR #08-16 - \$230,936 - Public Works - 1991 Infrastructure Sales Tax Fund - Cancellation of I-4 Pedestrian Overpass Lighting / establishment of Project Contingency

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Budget Change Request #08-16 through the 1991 Infrastructure Sales Tax Fund in the amount of \$230,936.00 to recognize the cancellation of the I-4 Pedestrian Bridge Lighting project and reallocating the available funds to Project Contingency.

County-wide

Lin Polk

BACKGROUND:

The **I-4 Pedestrian Bridge Lighting** project was to develop concepts and design for additional lighting and signage of the I-4 pedestrian bridge. This project was intended to enhance the signature gateway Cross Seminole Trail Overpass of Interstate 4. It was also intended to raise awareness of the entire Seminole County trail network.

As noted in the attached memorandum from Jerry McCollum, P.E., County Engineer, staff is recommending that the project be canceled due to its financial impact and future financial obligations on the County.

The project was originally budgeted in FY 2003/04 for \$300,000. There was a reduction in the project budget between FY 2004/05 and FY 2005/06 of \$24,972. During the course of the project, a total of \$28,775.33 was expended. Additionally, there are \$15,317 in currently outstanding encumbrances, resulting in an available balance of \$230,936.33.

The available balance of \$230,936 will be used to establish a **Project Contingency** for the 1991 Infrastructure Sales Tax Fund. In accordance with the Budget Policy implemented by the Board at their November 13, 2007, meeting, these funds may be transferred by the County Manager to an existing capital project within the 1991 Infrastructure Sales Tax Fund. These funds may not be transferred to another fund or subfund, nor may they be utilized for operating purposes.

It is likely that some of the outstanding encumbrances will not be utilized by the County's vendors for this project. As such, the County Manager is authorized under the Budget Policy to reallocate the remaining unspent funds to the Project Contingency once the final invoices have been processed by County Finance. Any such transfer will be reported to the Board as part of the monthly Budget Transaction Report prepared by County Finance.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request #08-16 through the 1991 Infrastructure Sales Tax Fund in the amount of \$230,936.00 to recognize the cancellation of the I-4 Pedestrian Bridge Lighting project and reallocating the available funds to Project Contingency.

ATTACHMENTS:

1. Memorandum - Jerry McCollum, P.E., County Engineer
2. Budget Change Request

Additionally Reviewed By: No additional reviews



SEMINOLE COUNTY

Engineering Division

520 W. Lake Mary Blvd., Suite 200

Sanford, Florida 32773

Phone: (407) 665-5674

FAX: (407) 665-5789

January 31, 2008

MEMORANDUM

TO: Commissioner Brenda Carey, District 5, Chairman
Commissioner Michael J. McLean, District 2, Vice Chairman
Commissioner Bob Dallari, District 1
Commissioner Dick Van Der Weide, District 3
Commissioner Carlton Henley, District 4
Cynthia A. Coto, County Manager

FROM: Jerry McCollum, P.E., County Engineer */s/*

SUBJECT: Additional Lighting / Pedestrian Overpass
at Interstate 4 and Lake Mary Boulevard

Several years ago, there were funds budgeted for the Engineering Division to determine options and costs for providing additional illumination to the pedestrian bridge over Interstate 4 north of Lake Mary Boulevard. This lighting was not to accommodate pedestrian users but to "showcase" the bridge at night along Interstate 4. Numerous concepts were reviewed by the consultant and a final recommendation has been submitted. The recommended option would entail spending approximately \$60,000 for the lighting upgrade. This project's current budget is approximately \$230,000. Although \$60,000 is less than the amount budgeted, we are recommending, at this time, that this lighting project be dropped. The reason for this recommendation is as follows:

1. This project would become a long term maintenance obligation. Although the maintenance cost may not be much, as we all look for areas within our budget that we can cut costs, from a maintenance perspective; this project would be an appropriate item to eliminate.

2. More importantly, as the Board is aware, we have been trying to get funds to construct the section of the Cross Seminole Trail between Layer Elementary and the power line to the north. Staff has been working with a property owner to secure right-of-way adjacent to State Road 419 and then utilizing a City right-of-way to cross the railroad track to get to the power line providing a trail corridor that is not part of a roadway servicing a heavy industrial area. The estimated cost to complete this project is \$1.2 million.

Staff continues to monitor various potential grants to take advantage of every opportunity to apply for funds for this project, but most require matching funds. It is our recommendation that the funds budgeted for the lighting project be transferred to the reserve account. These funds, together with any cost savings that we may have on future trail projects, could be used to match or potentially fund the referenced "missing link" section of trail or other high priority projects.

This is an item that will come to the Board of County Commissioners as a future Budget Change Request.

If you have any questions or would like to discuss this item in more detail, please feel free to contact me.

JM/dr

c: W. Gary Johnson, P.E., Director, Department of Public Works
Pam Hastings, Administrator, Department of Public Works/Administration
David Martin, P.E., Principal Engineer

*****SEMINOLE COUNTY BUDGET REQUEST*****

Budget Division Use only:

DATE: 2/21/08

FROM: Department Public Works

Division Engineering

BCR	<input checked="" type="checkbox"/>	08-16

WHAT IS NEEDED:

<p align="center">Operational Adjustment</p> <p><input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost)</p> <p><input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope)</p> <p><input type="checkbox"/> New program or service: program or service is not in this fiscal year's budget.</p>	<p align="center">Project Adjustment</p> <p><input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost)</p> <p><input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope)</p> <p><input type="checkbox"/> New project: Project is not in this fiscal year's budget.</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Detailed Explanation:

To close out the I-4 Pedestrian Bridge Lighting project.

Fund # 11500 **Fund Name** 1991 Infrastructure Sales Tax Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER				
FROM	<u>11500.077515.560650</u>	<u>00229201</u>	<u>Construction in Progress (I-4 Pedestrian Bridge Lighting)</u>	<u>\$ 230,936</u>
			TOTAL	\$ 230,936

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER				
TO	<u>11500.077515.560650</u>	<u>99999999</u>	<u>Construction in Progress (Project Contingency)</u>	<u>\$ 230,936</u>
			TOTAL	\$ 230,936

RECOMMENDATION: ☒ Approval Date 2/21/08 Analyst Fredrik Coulter Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 3/25/08 Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: ALDI (FLORIDA) LLC Minor Plat

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Alan Willis

EXT: 7332

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute, the minor plat for ALDI Foods for one (1) lot on 2.17 acres zoned PCD (Planned Commercial Development), located at the northwest corner of State Route 46 and Monroe Road, within West Lake Super Center PCD; in Section 16, Township 19 S, Range 30 E (ALDI (FLORIDA) LLC, applicant).

District 5 Brenda Carey

Alan Willis

BACKGROUND:

The applicant, ALDI (FLORIDA) LLC, is requesting approval of the minor plat. The minor plat is a replat of a portion of the previously recorded plat of Florida Land Colonization Company Limited, W. Beardall's Map of St. Joseph's as recorded in Plat Book 1, Page 114. The minor plat consists of one (1) lot containing a total of 2.17 acres. The lot will be served by Seminole County for public water and sewer. The internal roads are private. The site is located at the northwest corner of State Route 46 and Monroe Road, within West Lake Super Center PCD, in Section 16, Township 19 S, Range 30 E. The plat meets all applicable requirements of Chapter 35, Section 35.122, Seminole County Land Development Code and Section 177, Florida Statutes.

STAFF RECOMMENDATION:

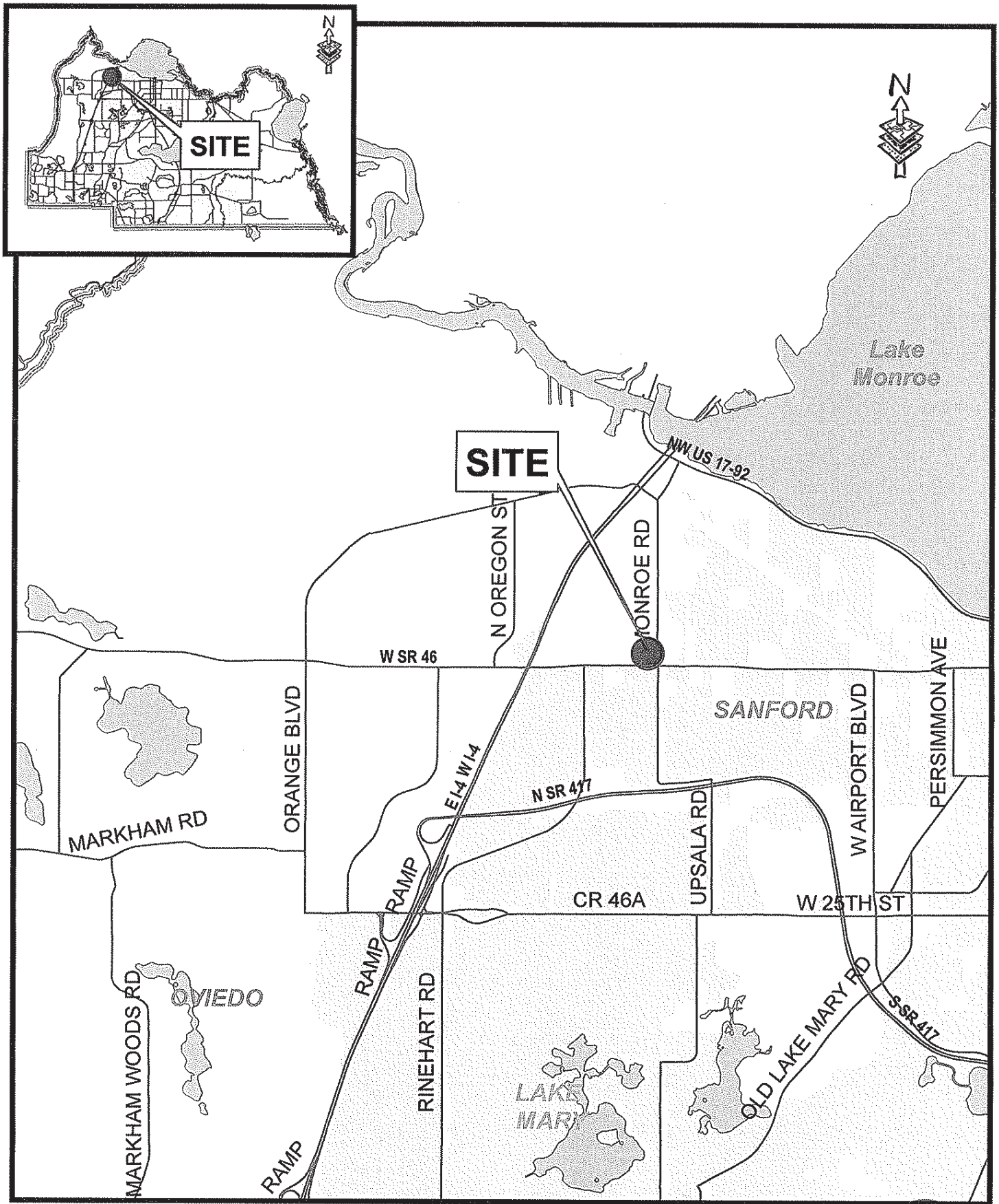
Staff recommends the Board approve and authorize the Chairman to execute the minor plat for ALDI Foods for one (1) lot on 2.17 acres zoned PCD (Planned Commercial Development), located at the northwest corner of State Route 46 and Monroe Road, within West Lake Super Center PCD; in Section 16, Township 19 S, Range 30 E (ALDI (FLORIDA) LLC, applicant).

ATTACHMENTS:

1. Maps and Aerials
2. Sketch of Description

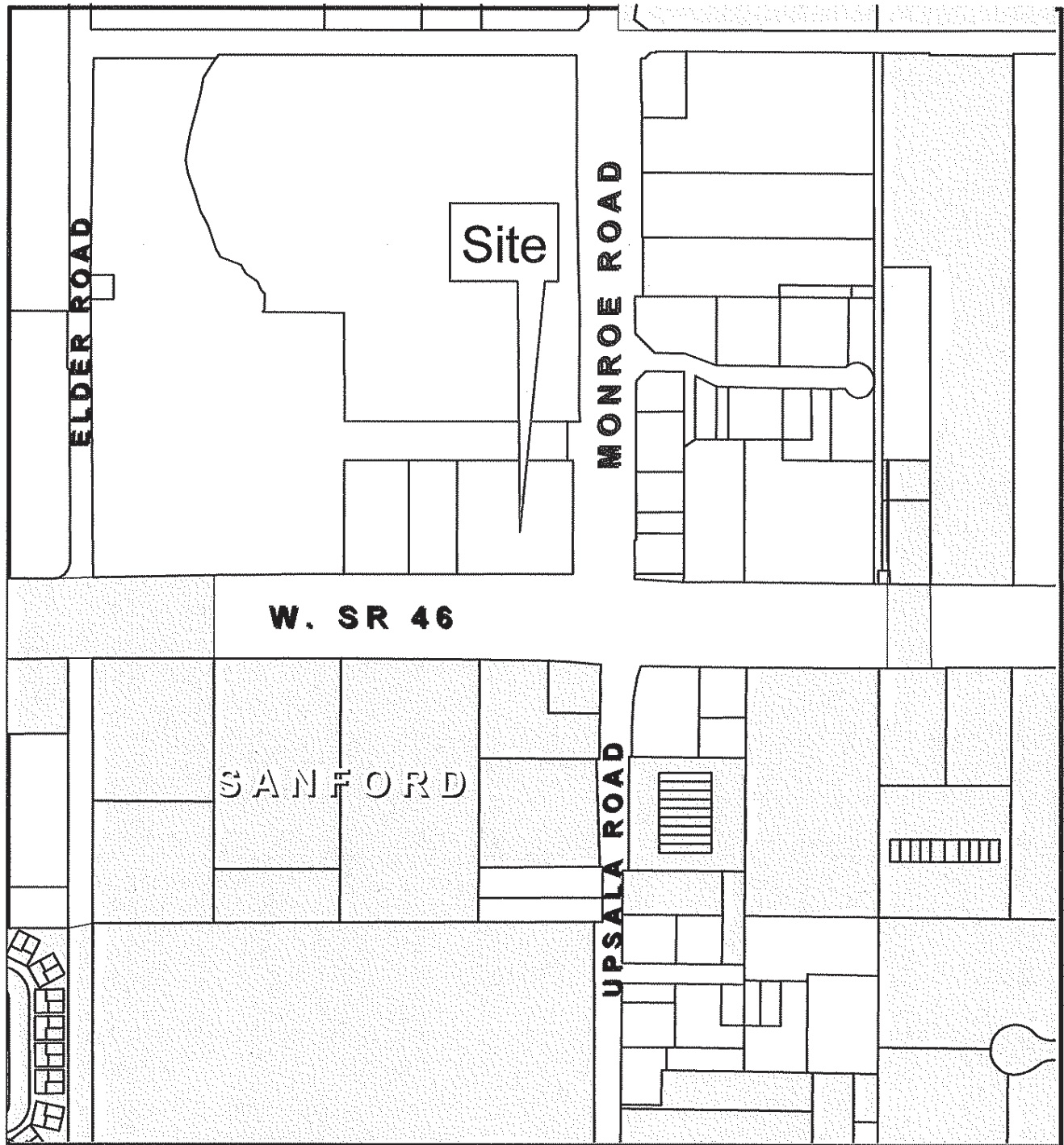
Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)



ALDI (FLORIDA) LLC
Minor Plat

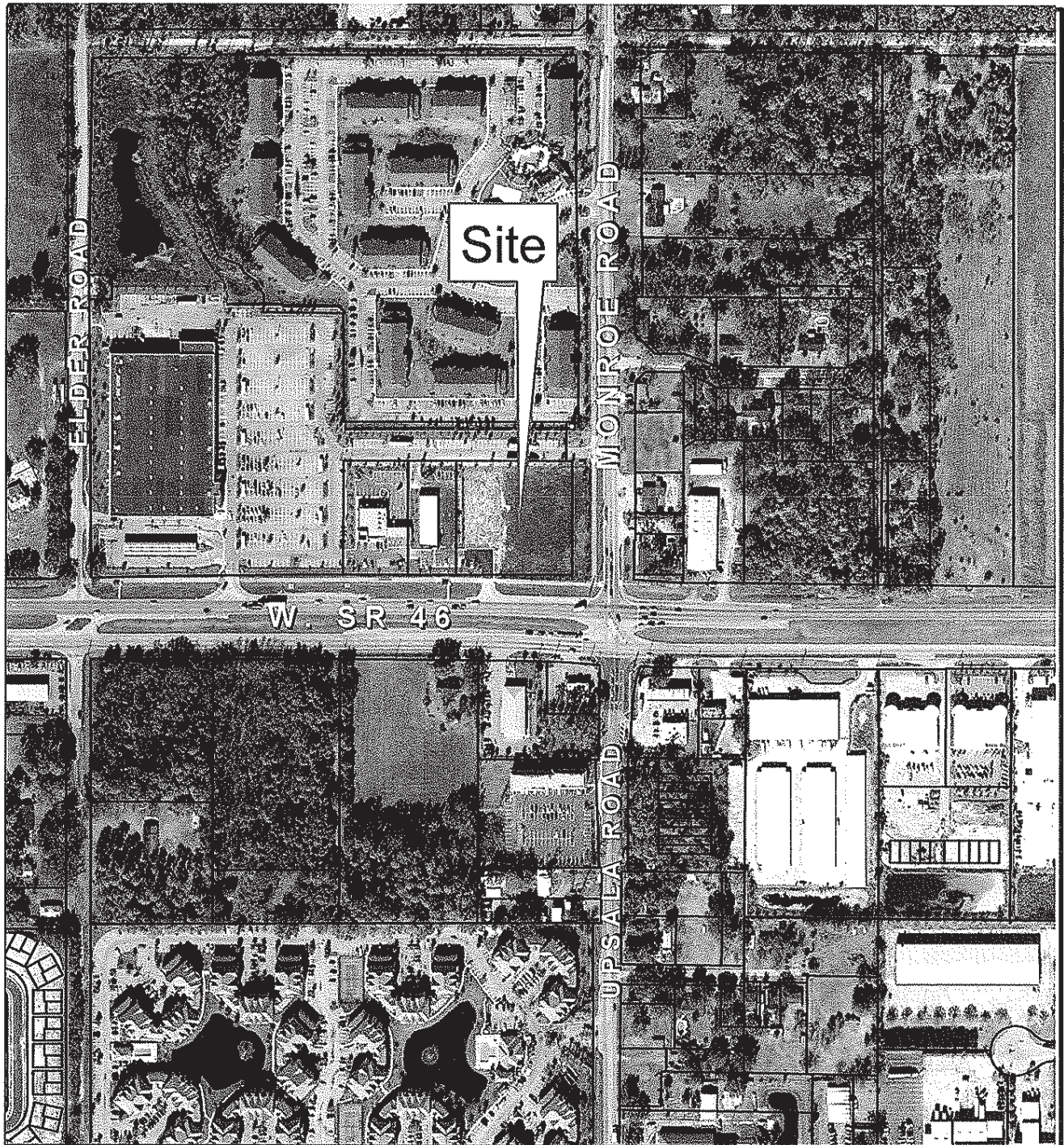
EXHIBIT A



ALDI (FLORIDA) LLC
Minor Plat



EXHIBIT A



ALDI (FLORIDA) LLC
Minor Plat



EXHIBIT A

A PARTIAL REPLAT OF LOT "K"
FLORIDA LAND COLONIZATION COMPANY LIMITED,
W. BEARDALL'S MAP OF ST. JOSEPH'S, PLAT BOOK 1, PAGE 114
SECTION 28, TOWNSHIP 19 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

- NOTES:
 - 1) BEARINGS ARE BASED ON THE CENTERLINE OF MONROE ROAD (FORMERLY UPSALA ROAD) AS BEING N001°33'37"N, ASSUMED.
 - 2) ALL PLATTED UTILITIES SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, OR OPERATION OF CABLE TELEVISION SERVICES SHALL OCCUR WITHIN FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE RESPONSIBLE TO REPAIR OR REPLACE SUCH DAMAGE. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR DERIVED BY SUCH A SECTION.
 - 3) THIS PLAT IS SUBJECT TO AN EASEMENT PER OFFICIAL RECORDS BOOK 4879, PAGE 656, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS IN COMMON WITH OTHERS, THROUGH DRIVEWAYS AND SIDEWALKS, SPECIFICALLY EXCLUDED FROM COMMON AREAS ARE BUILDINGS, LANDSCAPING, PARKING SPACES OR OTHER HORIZONTAL IMPROVEMENTS.
 - 4) THIS PLAT IS SUBJECT TO A UTILITY EASEMENT PER OFFICIAL RECORDS BOOK 4879, PAGE 656, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, FOR THE PLACEMENT OF UNDERGROUND UTILITIES ON OR UNDER THE COMMON AREAS, PARKING AREAS OR UNIMPROVED AREAS.
 - 5) THIS PLAT BENEFITS FROM THE PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS LYING ALONG ADJACENT LOTS AND INTERESTS IN THE PUBLIC RECORDS BOOK 316, PAGE 1709, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



NOTE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLEMENTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHANNON SURVEYING, INC.
499 NORTH S.R. 434, SUITE #2153
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB# 6898

ALDI (Florida), L.L.C., a Florida limited liability company

By: Jason Povlick
Printed Name

Witness _____

Printed Name _____

Witness _____ Printed Name _____

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, that on _____ before me, an _____ officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____ on behalf of _____ Corporation, who is personally known to me and did not take an oath that he is the person described in and who executed the foregoing Dedication and he acknowledged the execution thereof to be his free act and deed as President thereof; and he duly authorized that the said Dedication be the act and deed of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Notary Public _____

Printed Name of Notary _____

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a professional surveyor and mapper that has prepared the foregoing plat and was made under my direction and supervision and that the plat complies with all the requirements of chapter 177 and that said land is located in Seminole County, Florida.

JAMES R. SHANNON JR. 4671
Florida Registration Number:
SHANNON SURVEYING, INC. - LB#6898
499 North S.R. 434 - SUITE 2153
ALTAMONTE SPRINGS, FLORIDA, 32714

DATE

CERTIFICATE OF APPROVAL BY COUNTY SURVEYOR

STEVE WESSELS, P.L.S.
FLORIDA REGISTRATION NUMBER 4589
REPRESENTING SEMINOLE COUNTY, FLORIDA

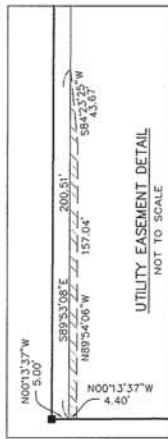
CERTIFICATE OF APPROVAL BY
BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, THAT ON _____ THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVED THE
FOLLOWING PLAN:

ATTEST: _____
COUNTY CLERK

CERTIFICATE OF CLERK OF CIRCUIT COURT
I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND
THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177,
FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____
2008 AT _____ FILE NO. _____

CLERK OF THE CIRCUIT COURT IN
AND FOR SEMINOLE COUNTY, FLORIDA



UTILITY EASEMENT DETAIL
NOT TO SCALE

LOT "K"
FLORIDA LAND COLONIZATION COMPANY LIMITED,
W. BEARDALL'S MAP OF ST. JOSEPH'S,
Plat Book 1, Page 114

SEE NOTE 5
IMPRESS/CONVEY AND UTILITY EASEMENT
PER D.B. BOOK 4316, PAGE 1709

10' FLORIDA POWER & LIGHT COMPANY EASEMENT - PER D.B. BOOK 5842, PAGE 1530

UTILITY EASEMENT - (SEE DETAIL THIS PAGE)

WATER EASEMENT - (SEE DETAIL THIS PAGE)

41.50' RIGHT-OF-WAY DEDICATED BY THIS PLAT

280.97'

340.79'

25.00'

1445.51'

282.13'

1195.57'

500°13'37"E

N00°13'37"W

41.50'

25.00'

100.06'

N00°13'37"W

41.50'

25.00'

100.06'

N00°13'37"W

41.50'

25.00'

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N00°13'37"W

41.50'

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N00°13'37"W

41.50'

25.00'

100.06'

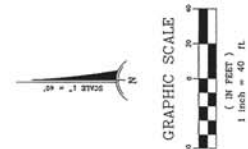
N00°13'37"W

41.50'

25.00'

100.06'

N00°13'37"W



GRAPHIC SCALE
(1 IN FEET)
1 inch = 40 ft

N00°13'37"W

4.40'

157.04'

200.51'

S89°43'08"E

N00°13'37"W

43.67'

584°23'25"W

N00°13'37"W

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157.04'

200.51'

S89°43'08"E

N00°13'37"W

43.67'

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Release Performance Bond for Lake Forest Commercial Lot 3 Fill Permit

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Allan Willis

EXT: 7332

MOTION/RECOMMENDATION:

Authorize the release of Performance Bond #1007168 in the amount of \$6,600.00 for the Lake Forest Commercial Lot 3 Fill Permit, as requested by Orlando Lake Forest Joint Venture, applicant.

District 5 Brenda Carey

Allan Willis

BACKGROUND:

Performance Bond #1007168 in the amount of \$6,600.00 was required as part of the Land Development Code Section 35.44 (e) Additional Required Legal Submittals (1) Bonds to secure the maintenance of the haul route roads for the Lake Forest Commercial Lot 3 Fill Permit. Staff has conducted the final construction inspection and found that all construction requirements were completed per the approved site plan. The parcel is located on the north side of SR 46, one mile west of I-4 in Section 30, Township 19 S, and Range 30 E.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of Performance Bond #1007168 in the amount of \$6,600.00 for the Lake Forest Commercial Lot 3 Fill Permit, as requested by Orlando Lake Forest Joint Venture, applicant.

ATTACHMENTS:

1. Performance Bond

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)

PERFORMANCE BOND #1007168
(Roads, Streets, Drainage)

KNOW BY ALL MEN BY THESE PRESENTS

That we, Orlando Lake Forest Joint Venture, hereinafter called the "Principal", and Lexon Insurance Company Louisville, KY a surety company authorized to do business in the State of Florida, hereinafter called "Surety" are and firmly bound to SEMINOLE COUNTY, a political subdivision of the State of Florida. In the full and just sum of \$6,600.00 Six Thousand Six Hundred Dollars and No/100 lawful money of The United States of America to be paid to the Board of County Commissioners of SEMINOLE COUNTY to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal has as condition precedent to the approval by SEMINOLE COUNTY of a plat of a certain subdivision known as Lake Forest Commercial Lot 3, and South Oregon St. has covenanted and agreed with SEMINOLE COUNTY to construct roads, streets and alleys, drainage as well as sidewalks and other improvements based upon development plans and specifications pertaining to said subdivision said development plans and plans and specification being dated _____ day of _____, 2004 and being on file with SEMINOLE COUNTY, Florida.

WHEREAS, it is a condition precedent to the recording of said subdivision that this bond be executed.

NOW THEREFORE, the conditions of these obligations are such that if the bounden Principal shall construct the aforesaid improvements in accordance with the development plans and specifications dates the _____ day of _____, 2004 and shall in every respect fulfill its, his, their obligations under the development plans and specifications and shall indemnify and save harmless SEMINOLE COUNTY against or formal claims, costs, expenses, damages, injury, or loss, including engineering, legal and contingent costs which SEMINOLE COUNTY may sustain on account of the failure of the Principal to perform in accordance with the development plans and specifications then this obligation to be void otherwise to be and remain in full force and virtue.

The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the construction work required by the development plans and specifications above referred to the Surety upon forty-five (45) days written notice from SEMINOLE COUNTY, or its authorized agent or officer of the default will forthwith perform and complete the aforesaid construction work and pay the cost thereof including, but not limited to engineering, legal and contingent costs. Should the Surety fail or refuse to perform and complete the said improvements, SEMINOLE COUNTY in view of the public, interest, health, safety and welfare factors involved and the inducement in approving and filling the said plat shall have the right to resort to any legal remedies against the Principal and the Surety or either both at law in equity including specifically specific performance to which the Principal and Surety unconditionally agree.

The Principal and the Surety further jointly and severally agree that SEMINOLE COUNTY at its option shall have the right to construct or pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the Principal shall fail or refuse to do so. In the event SEMINOLE COUNTY should exercise and give effect to such right the Principal and the Surety shall be jointly and severally liable hereunder to reimburse SEMINOLE COUNTY the total cost thereof, including but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to carry out and execute all the provisions of said agreement.

IN WITNESS WHEREOF, the Principal and the Surety have these presents this the 24th day of May, 2004.

Address:

10172 Linn Station Road
Louisville, KY 40223

Orlando Lake Forest Joint Venture
By: Orlando Lake Forest, Inc., Managing
General Partner

(Principal)

By: Mark Mitchell V.P.
(If Corporation) (PRINT NAME) (TITLE)

Attest: Laura M. Howard Secretary
(If Corporation) (PRINT NAME) (TITLE)

CORPORATE SEAL.

Lexon Insurance Company
Surety

Address:

2307 River Road, Ste 200
Louisville, KY 40206

By: Raymond M. Hundley
His Attorney-in-Fact (PRINT NAME AND TITLE)
Raymond M. Hundley, Atty-in-Fact

Attest: Julie Radican
(PRINT NAME) Julie Radican

POWER OF ATTORNEY

LX-010573

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

James T. Smith, John B. Manus, Linda Gibson, Mary E. Joseph, Megan Kaelin, Julie Radican

Tammy Masterson, Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra F. Harper, Myrtie F. Henry

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.

**LEXON INSURANCE COMPANY**

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
LYDIA J. DEJONG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/12/2007

Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 24th Day of May, 2004.



Donald D. Buchanan
Secretary

EXHIBIT A

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approve the Release of Irrevocable Letters of Credit for the Grande Oaks at Heathrow Subdivision

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Brian Walker

EXT: 7337

MOTION/RECOMMENDATION:

Authorize the release of Irrevocable Letters of Credit numbered 55101278 and 55101279 for the Grande Oaks at Heathrow Subdivision as requested by Kolter Communities, LLC., applicant.

District 5 Brenda Carey

Brian Walker

BACKGROUND:

The Grande Oaks at Heathrow Subdivision is located west of International Parkway and east of Orange Blvd. on the north side of CR 46A in Section 31, Township 19, Range 30.

The following Irrevocable Letters of Credit were required as part of the Land Development Code Section 35.44, Required submittals for final plat, Part (e) Additional Required Legal Submittals, Sub-part (1) Bonds, to secure the construction and completion of the subdivision improvements for the Grande Oaks at Heathrow Subdivision:

- Letter of Credit #55101278 for \$46,628.00 (AmSouth Bank)
- Letter of Credit #55101279 for \$1,293,033.00 (AmSouth Bank)

Letter of Credit #55101279 for improvements has been replaced with reduced Letter of Credit #55102185 for \$666,583.00 (Regions Bank)

Improvements related to Letter of Credit #55101278 have been completed and are now covered with a Maintenance Bond.

The reason for the replacement Letter of Credit is that much work has been accomplished since the establishment of the current Letters of Credit and the replacement Letter of Credit covers only the amount of work remaining at this time.

Staff has conducted an inspection of the subdivision and agrees that the replacement Letter of Credit and Maintenance Bond are sufficient to cover the improvements remaining and those completed at the Grande Oaks at Heathrow Subdivision.

STAFF RECOMMENDATION:

Staff recommends approval of the release of the Irrevocable Letters of Credit numbered 55101278 and 55101279 for the Grande Oaks at Heathrow Subdivision as requested by Kolter Communities, LLC., applicant.

ATTACHMENTS:

1. Letter of Credit # 55102185
2. Exhibit A - Letter of Credit # 55101278 to be released
3. Exhibit B - Letter of Credit # 55101279 to be released

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)

REGIONS SM

BANK

417 NORTH 20TH STREET, 5TH FL, BIRMINGHAM, ALABAMA 35203
PHONE (866) 828-6928 FAX (205) 801-5788
S.W.I.F.T. UPNBUS44MIA TELEX 6737871 UPBMIA

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 55102185
TRANSACTION DATE: JANUARY 31, 2008
EXPIRY DATE: JANUARY 31, 2009
AMOUNT: \$666,583.00

BENEFICIARY:
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771
REF: GRANDE OAKS

APPLICANT:
HEATHROW OAKS, LLC
1601 FORUM PLACE
SUITE 805
WEST PALM BEACH, FLORIDA 33401

DEAR COMMISSIONERS:

BY ORDER OF HEATHROW OAKS, LLC., WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON REGIONS BANK UP TO AN AGGREGATE AMOUNT OF \$666,583.00 (SIX HUNDRED SIXTY SIX THOUSAND FIVE HUNDRED EIGHTY THREE AND 00/100 UNITED STATES DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS THAT THE PERFORMANCE AND PAYMENT AGREEMENT DATED APRIL 25, 2006 BETWEEN HEATHROW OAKS, LLC, AND SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS IS IN DEFAULT.

DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE JANUARY 31, 2009, AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. 55102185 OF REGIONS BANK DATED JANUARY 31, 2008, AND THE AMOUNT THEREOF ENDORSED ON THIS LETTER OF CREDIT. THE BANK AGREES THAT THIS LETTER OF CREDIT SHALL AUTOMATICALLY RENEW ITSELF FOR SUCCESSIVE ONE YEAR PERIODS UNLESS THE BANK SHALL GIVE NOTICE TO YOU NO LATER THAN FORTY FIVE (45) DAYS PRECEDING AN EXPIRATION DATE THAT IT CHOOSES NOT TO RENEW THE LETTER OF CREDIT, IN WHICH CASE, THE COUNTY SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE EVENT A DRAW BASED ON EXPIRATION OF THIS LETTER OF CREDIT THE PROCEEDS SHALL BE HELD BY SEMINOLE COUNTY AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO THE TERMS OF THE PERFORMANCE AND PAYMENT AGREEMENT WITH HEATHROW OAKS, LLC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED". IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE PERFORMANCE AND PAYMENT AGREEMENT DATED APRIL 25, 2006, TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS EVIDENCED BY A WRITTEN ACCEPTANCE OF THE REQUIRED IMPROVEMENTS COVERED BY SAID PERFORMANCE AND PAYMENT AGREEMENT, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK



Our reference Number: 55102185

Page ~~2~~ BANK

MARKED "CANCELLED."

WE HEREBY ENGAGE WITH DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAVEE AT: 417 NORTH 20TH STREET, 5TH FLOOR, BIRMINGHAM, ALABAMA 35203, ATTN: INTERNATIONAL DEPARTMENT.


IF THE BOARD OF COUNTY COMMISSIONERS INITIATES SUIT UNDER THIS LETTER OF CREDIT, HEATHROW OAKS, LLC, HEREBY AGREES TO BE RESPONSIBLE FOR SEMINOLE COUNTY'S COURT COSTS AND REASONABLE ATTORNEY'S FEES, BUT HEATHROW OAKS, LLC., SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEYS' FEES IN EXCESS OF FIFTEEN PERCENT (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THE PERFORMANCE AND PAYMENT AGREEMENT DATED APRIL 25, 2006, AND REFERENCED HEREIN.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98) WHICH WAS EFFECTIVE JANUARY 1, 1999.



SINCERELY,


JARROD LANDERS
AUTHORIZED SIGNATURE

ATTEST:


BANK VICE-PRESIDENT

Exhibit A

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 55101278
TRANSACTION DATE: MAY 09, 2007
EXPIRY DATE: MAY 09, 2008
AMOUNT: \$46,628.00

BENEFICIARY:
SEMINOLE COUNTY BANK OF COUNTY COMMISSIONERS
1101 EAST FIRST STREET
SANFORD, FL 32771

APPLICANT:
HEATHROW OAKS, LLC
1601 FORUM PLACE
SUITE 805
WEST PALM BEACH, FL 33401

REF: GRANDE OAKS

DEAR COMMISSIONERS:

BY ORDER OF HEATHROW OAKS, LLC WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON AMSOUTH BANK IS NOW REGIONS BANK UP TO AN AGGREGATE AMOUNT OF \$46,628.00 (FORTY SIX THOUSAND SIX HUNDRED TWENTY EIGHT UNITED STATES DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE PERFORMANCE AND PAYMENT AGREEMENT DATED APRIL 25, 2006 BETWEEN HEATHROW OAKS, LLC AND SEMINOLE COUNTY IS IN DEFAULT.

DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE MAY 09, 2008, AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO.55101278 OF AMSOUTH BANK IS NOW REGIONS BANK DATED '5/9/07, AND THE AMOUNT THEREOF ENDORSED ON THIS LETTER OF CREDIT. THE BANK AGREES THAT THIS LETTER OF CREDIT SHALL AUTOMATICALLY RENEW ITSELF FOR SUCCESSIVE ONE YEAR PERIODS UNLESS THE BANK SHALL GIVE NOTICE TO YOU NO LATER THAN FORTY FIVE (45) DAYS PRECEDING AN EXPIRATION DATE THAT IT CHOOSES NOT TO RENEW THE LETTER OF CREDIT, IN WHICH CASE, THE COUNTY SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE EVENT A DRAW BASED ON EXPIRATION OF THIS LETTER OF CREDIT THE PROCEEDS SHALL BE HELD BY SEMINOLE COUNTY AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO THE TERMS OF THE PERFORMANCE AND PAYMENT AGREEMENT WITH HEATHROW OAKS, LLC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED". IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE PERFORMANCE AND PAYMENT AGREEMENT DATED APRIL 25, 2006, TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS EVIDENCED BY A WRITTEN ACCEPTANCE OF THE REQUIRED IMPROVEMENTS COVERED BY SAID PERFORMANCE AND PAYMENT AGREEMENT, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED".

Our reference Number: 55101278

Page: 2

IF THE BOARD OF COUNTY COMMISSIONERS INITIATES SUIT UNDER THIS LETTER OF CREDIT, THE BANK HEREBY AGREES TO BE RESPONSIBLE FOR SEMINOLE COUNTY'S COURT COSTS AND REASONABLE ATTORNEYS' FEES, BUT THE AMSOUTH BANK, SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEYS' FEES IN EXCESS OF FIFTEEN PERCENT (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

WE HEREBY ENGAGE WITH DRAWERS, ENDORSERS, AND BOND FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THE PERFORMANCE AND PAYMENT AGREEMENT DATED.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98) WHICH WAS EFFECTIVE JANUARY 1, 1999.

SINCERELY,



JARROD LANDERS
AUTHORIZED SIGNATURE

REGIONS BANK, SUCCESSOR BY MERGER TO AMSOUTH BANK

Exhibit B

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 55101279
TRANSACTION DATE: MAY 09, 2007
EXPIRY DATE: MAY 09, 2008
AMOUNT: \$1,293,033.00

BENEFICIARY:
SEMINOLE COUNTY BANK OF COUNTY COMMISSIONERS
1101 EAST FIRST STREET
SANFORD, FL 32771

APPLICANT:
HEATHROW OAKS, LLC
1601 FORUM PLACE
SUITE 805
WEST PALM BEACH, FL 33401

REF: GRANDE OAKS

DEAR COMMISSIONERS:

BY ORDER OF HEATHROW OAKS, LLC WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON AMSOUTH BANK IS NOW REGIONS BANK UP TO AN AGGREGATE AMOUNT OF \$1,293,033.00 (ONE MILLION TWO HUNDRED NINETY THREE THOUSAND THIRTY THREE UNITED STATES DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE PERFORMANCE AND PAYMENT AGREEMENT DATED APRIL 25, 2006, BETWEEN HEATHROW OAKS, LLC AND SEMINOLE COUNTY IS IN DEFAULT.

DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE MAY 09, 2008, AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. 55101279 OF AMSOUTH BANK IS NOW REGIONS BANK DATED '5/9/07, AND THE AMOUNT THEREOF ENDORSED ON THIS LETTER OF CREDIT. THE BANK AGREES THAT THIS LETTER OF CREDIT SHALL AUTOMATICALLY RENEW ITSELF FOR SUCCESSIVE ONE YEAR PERIODS UNLESS THE BANK SHALL GIVE NOTICE TO YOU NO LATER THAN FORTY FIVE (45) DAYS PRECEDING AN EXPIRATION DATE THAT IT CHOOSES NOT TO RENEW THE LETTER OF CREDIT, IN WHICH CASE, THE COUNTY SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE EVENT A DRAW BASED ON EXPIRATION OF THIS LETTER OF CREDIT THE PROCEEDS SHALL BE HELD BY SEMINOLE COUNTY AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO THE TERMS OF THE PERFORMANCE AND PAYMENT AGREEMENT WITH HEATHROW OAKS, LLC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED". IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE PERFORMANCE AND PAYMENT AGREEMENT DATED APRIL 25, 2006, TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS EVIDENCED BY A WRITTEN ACCEPTANCE OF THE REQUIRED IMPROVEMENTS COVERED BY SAID PERFORMANCE AND PAYMENT AGREEMENT, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED".

Our reference Number: 55101279

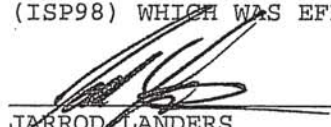
Page: 2

WE HEREBY ENGAGE WITH DRAWERS, ENDORSERS, AND BOND FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

IF THE BOARD OF COUNTY COMMISSIONERS INITIATES SUIT UNDER THIS LETTER OF CREDIT, THE BANK HEREBY AGREES TO BE RESPONSIBLE FOR SEMINOLE COUNTY'S COURT COSTS AND REASONABLE ATTORNEYS' FEES, BUT THE AMSOUTH BANK, SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEYS' FEES IN EXCESS OF FIFTEEN PERCENT (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THE PERFORMANCE AND PAYMENT AGREEMENT DATED.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98) WHICH WAS EFFECTIVE JANUARY 1, 1999.


JARROD LANDERS
AUTHORIZED SIGNATURE

REGIONS BANK, SUCCESSOR BY MERGER TO AMSOUTH BANK

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Savannah Park Final Plat

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Brian Walker

EXT: 7337

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute, the final plat for the Savannah Park subdivision located on the west side of International Parkway between Wilson Road and Wayside Drive in Section 30, Township 19, Range 30.

District 5 Brenda Carey

Brian Walker

BACKGROUND:

The applicants, Hearthstone Multi-Asset Entity C, L.P. and Savannah Meridian Acquisition Group, LLC. are requesting final plat approval for a 156 lot townhome single family residential subdivision.

The proposed subdivision is located on the west side of International Parkway between Wilson Road and Wayside Drive on 34.66 acres more or less and is zoned as a Planned Unit Development. Staff has reviewed the plat and finds that it complies with all applicable Agreements and Development Orders relating to the proposed subdivision.

The proposed subdivision will utilize Seminole County sewer and water.

Staff has reviewed the plat and finds that it complies with Chapter 35 of the Seminole County Land Development Code and Chapter 177, Florida Statutes. The applicant has posted a performance bond in compliance with SCLDC 35.44 (e) *Additional Required Legal Submittals* (1) *Bonds* to guarantee all infrastructure improvements.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute, the final plat for the Savannah Park subdivision located on the west side of International Parkway between Wilson Road and Wayside Drive in Section 30, Township 19, Range 30.

ATTACHMENTS:

1. Savannah Park Final Plat
2. Savannah Park Area Map
3. Savannah Park Location Map
4. Savannah Park Aerial Map

SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

Prepared By:
Caulfield & Associates, Inc.
Professional Surveying and Mapping
405 West Central Parkway, Suite 1010
Altamonte Springs, FL 32714
Phone: (407) 869-9889
Fax: (407) 869-9337
L.B. 7506

A PORTION OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

Booths shown here are relative to the record deed and are based on the East line of the Southwest $\frac{1}{4}$ of Section 30, Township 36S, Range 100E, Section 14, T142N, R100E, bearing South 001°40'22" West.

- [illegible]

THIS IS TO CERTIFY, That on _____ the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida

Notes on the Book

Attest: _____
Clerk of the Board
By: _____ D.C.

I hereby certify that this plat is a true and correct representation of the lands surveyed, that the survey was made under my responsible direction and supervision, and that the survey data contained herein complies with all of the requirements of Chapter 177 of the Florida Statutes.

Mark S. Caulfield, P.S.M.
Florida Registration Number 4606
Caulfield & Associates, Inc.
405 West Central Parkway, Suite 1010
Altamonte Springs, FL 32714

ON _____
MARK _____

[illegible]

dedicated to Sierra County, National.

By:
Partner

By: Heardstone Inc., a California corporation, General
Manager

Print Name: _____

State of California) ss.
County of Marin)

On _____, 2008, before me, _____, Notary Public, personally appeared TRACY T. CARVER, who proved to me an acquaintance, and acknowledged to me that he executed the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the within instrument, he acted as the entire and lawful agent of the person or persons named in the instrument.

certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Notary Signature _____ (Seal)

COUNTY SURVEYOR'S CERTIFICATION

Chapter 177 Florida Statutes.

Steve L. Wassels, P.L.S.
Florida Registration Number 4589
County Surveyor for Seminole County, Florida

CERTIFICATE OF CLERK OF CIRCUIT COURT

HEREBY CERTIFY, That I have examined the foregoing
slat and find that it complies with all the
requirements of Chapter 177, Florida Statutes, and

_____ was filed for record on _____ File No. _____

CLERK OF THE COURT
in and for Seminole County, Florida

By: _____ D.C.

SAVANNAH PARK

SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

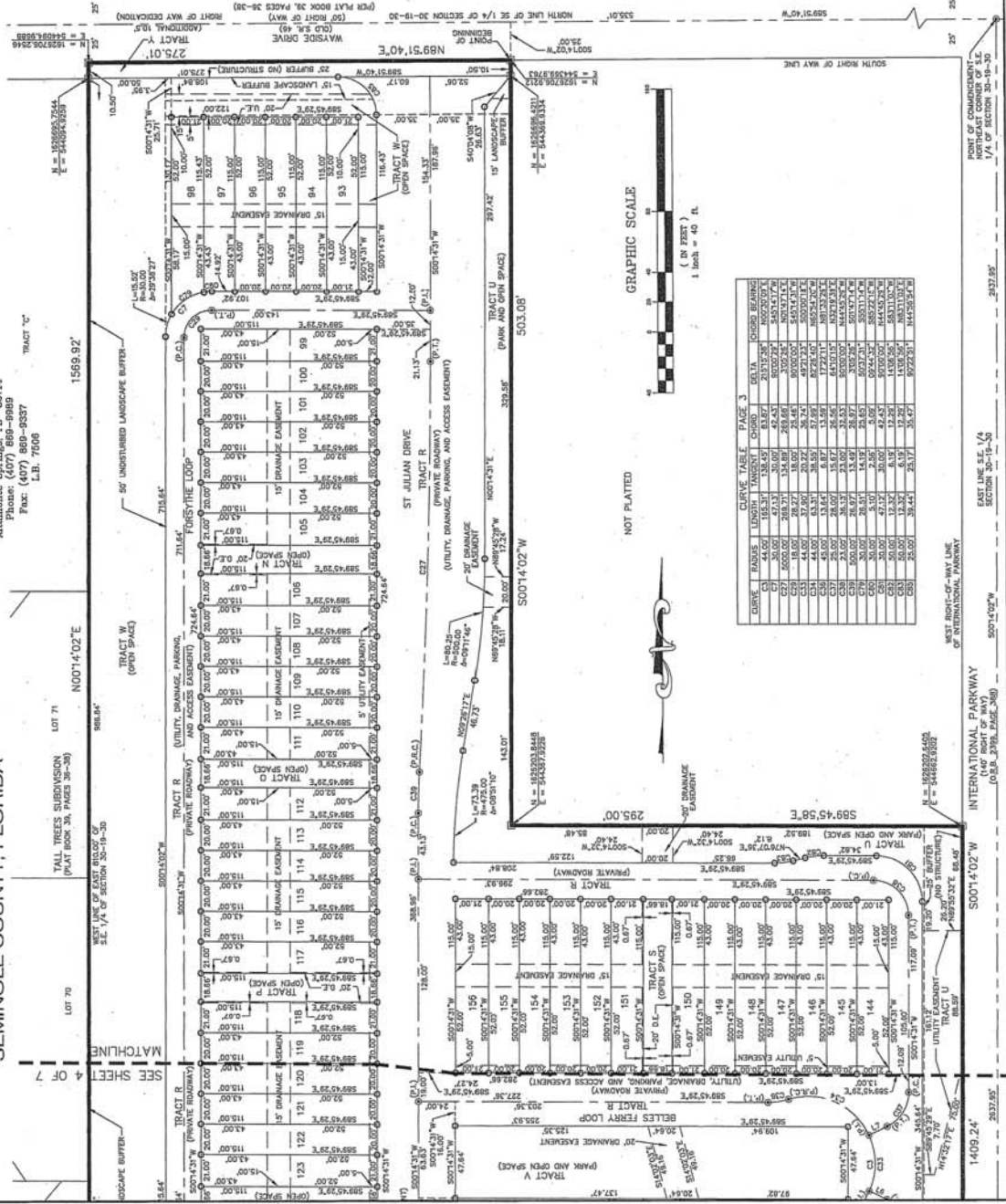
SHEET NO. 3 OF 7

PLAT BOOK

PAGE

Prepared By:
Caulfield & Associates, Inc.
Professional Surveying and Mapping
10000 N. US Highway 1, Suite 1010
Altamonte Springs, FL 32714
Phone: (407) 869-9989
Fax: (407) 869-9337
L.B. 7006

TRACT "C"



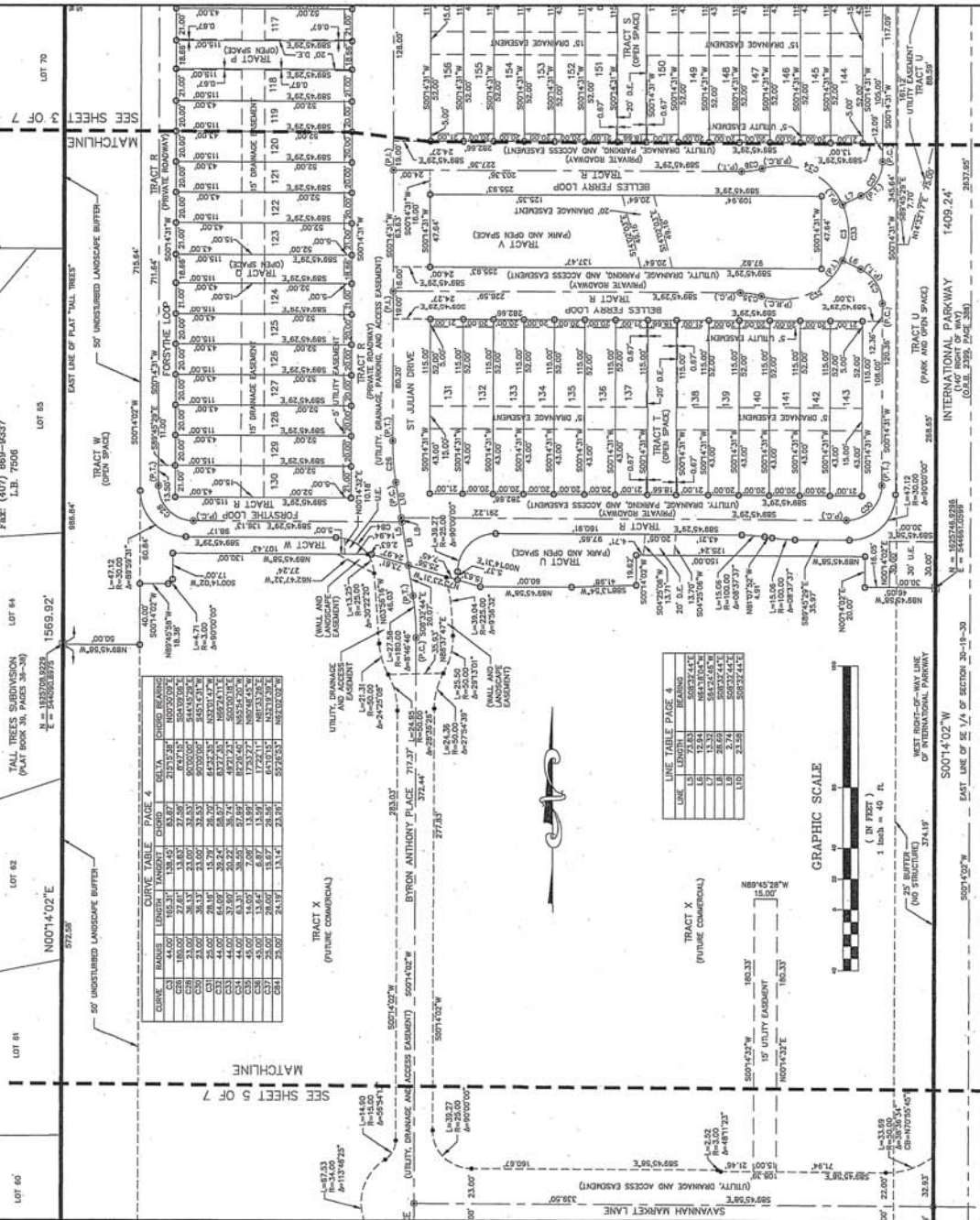
SAVANNAH PARK

SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET NO. 4 OF 7

Prepared By:
Caulfield & Associates, Inc.
Professional Surveying and Mapping
405 West Central Parkway, Suite 1010
Altamonte Springs, FL 32714
Phone: (407) 880-8889
Fax: (407) 880-9337
L.B. 7506



SAVANNAH PARK

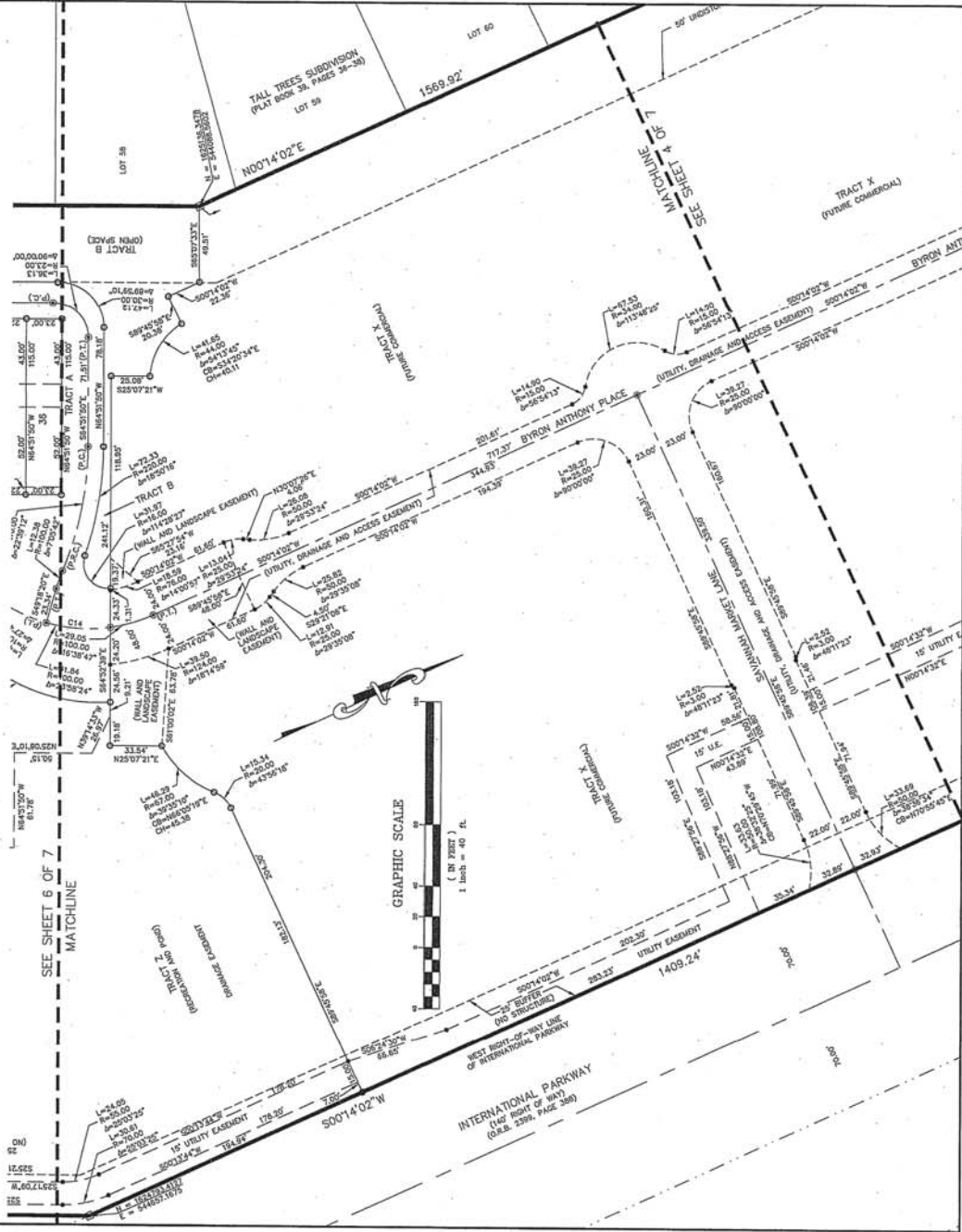
SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

SHEET NO. 5 OF 7

PLAT BOOK PAGE

Prepared By:
Caulfield & Associates, Inc.
Professional Surveying and Mapping
405 West Central Parkway Suite 1010
Altamonte Springs, FL 32714
Telephone: (407) 889-5889
Fax: (407) 889-5037
L.B. 7008

CURVE	LENGTH	ANGLE	CHORD	BEARING
C14	100.00	119.31	67.61	89°1'04"
C15	119.31	119.31	67.61	89°1'04"



SAVANNAH PARK

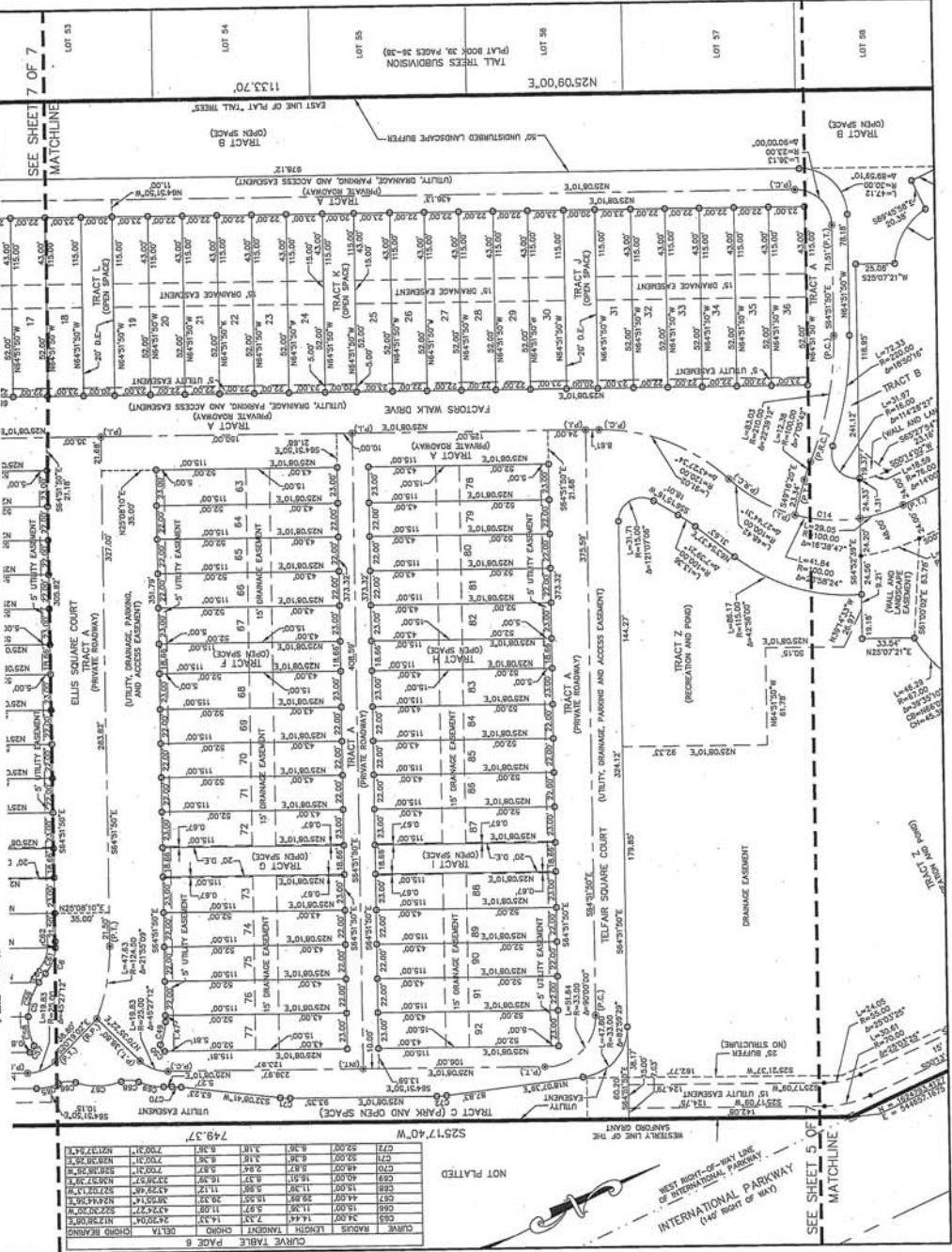
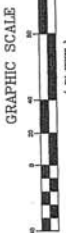
SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

SHEET NO. 6 OF 7

Prepared By:
Caulfield & Associates, Inc.
Professional Surveying and Mapping
405 West Central Parkway, Suite 100
Altamonte Springs, Florida 32714
Phone: (407) 869-9887
Fax: (407) 869-9837
L.B. 7006

PLAT BOOK PAGE

CURVE	CHORD	ANGLE	DELTA	CHORD BEARING
1	14.00	18.43	0.32	S45.00°E
2	25.00	18.43	0.64	S45.00°E
3	35.00	18.43	0.96	S45.00°E
4	45.00	18.43	1.28	S45.00°E
5	55.00	18.43	1.60	S45.00°E
6	65.00	18.43	1.92	S45.00°E
7	75.00	18.43	2.24	S45.00°E
8	85.00	18.43	2.56	S45.00°E
9	95.00	18.43	2.88	S45.00°E
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12	125.00	18.43	3.84	S45.00°E
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15	155.00	18.43	4.80	S45.00°E
16	165.00	18.43	5.12	S45.00°E
17	175.00	18.43	5.44	S45.00°E
18	185.00	18.43	5.76	S45.00°E
19	195.00	18.43	6.08	S45.00°E
20	205.00	18.43	6.40	S45.00°E
21	215.00	18.43	6.72	S45.00°E
22	225.00	18.43	7.04	S45.00°E
23	235.00	18.43	7.36	S45.00°E
24	245.00	18.43	7.68	S45.00°E
25	255.00	18.43	8.00	S45.00°E
26	265.00	18.43	8.32	S45.00°E
27	275.00	18.43	8.64	S45.00°E
28	285.00	18.43	8.96	S45.00°E
29	295.00	18.43	9.28	S45.00°E
30	305.00	18.43	9.60	S45.00°E
31	315.00	18.43	9.92	S45.00°E
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37	375.00	18.43	11.84	S45.00°E
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79	795.00	18.43	25.28	S45.00°E
80	805.00	18.43	25.60	S45.00°E
81	815.00	18.43	25.92	S45.00°E
82	825.00	18.43	26.24	S45.00°E
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84	845.00	18.43	26.88	S45.00°E
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87	875.00	18.43	27.84	S45.00°E
88	885.00	18.43	28.16	S45.00°E
89	895.00	18.43	28.48	S45.00°E
90	905.00	18.43	28.80	S45.00°E
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93	935.00	18.43	29.76	S45.00°E
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95	955.00	18.43	30.40	S45.00°E
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97	975.00	18.43	31.04	S45.00°E
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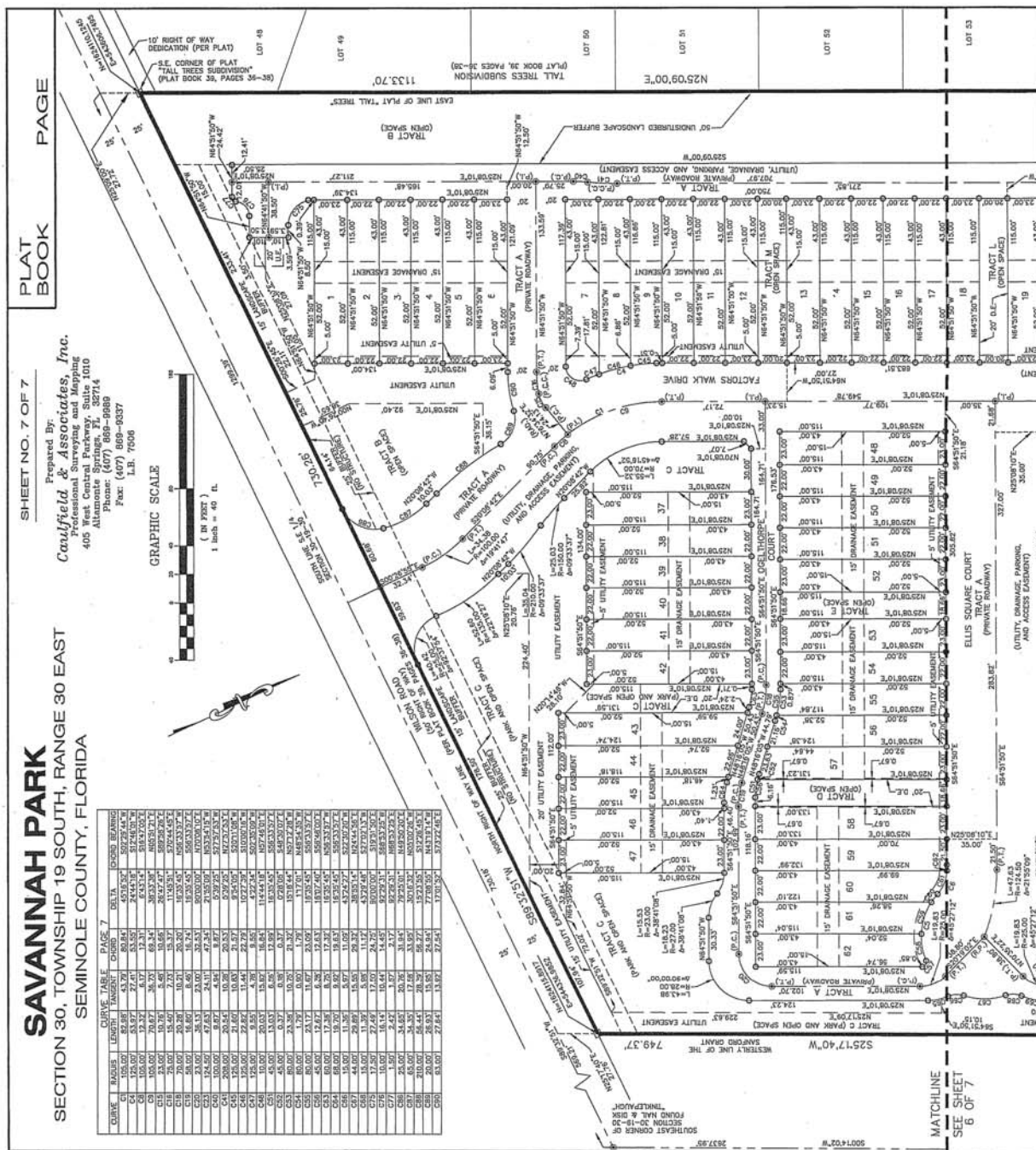
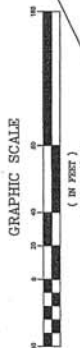
CHORD BEARING	CHORD DELTA	CHORD	TANGENT	LENGTH	RADIUS	CHORD
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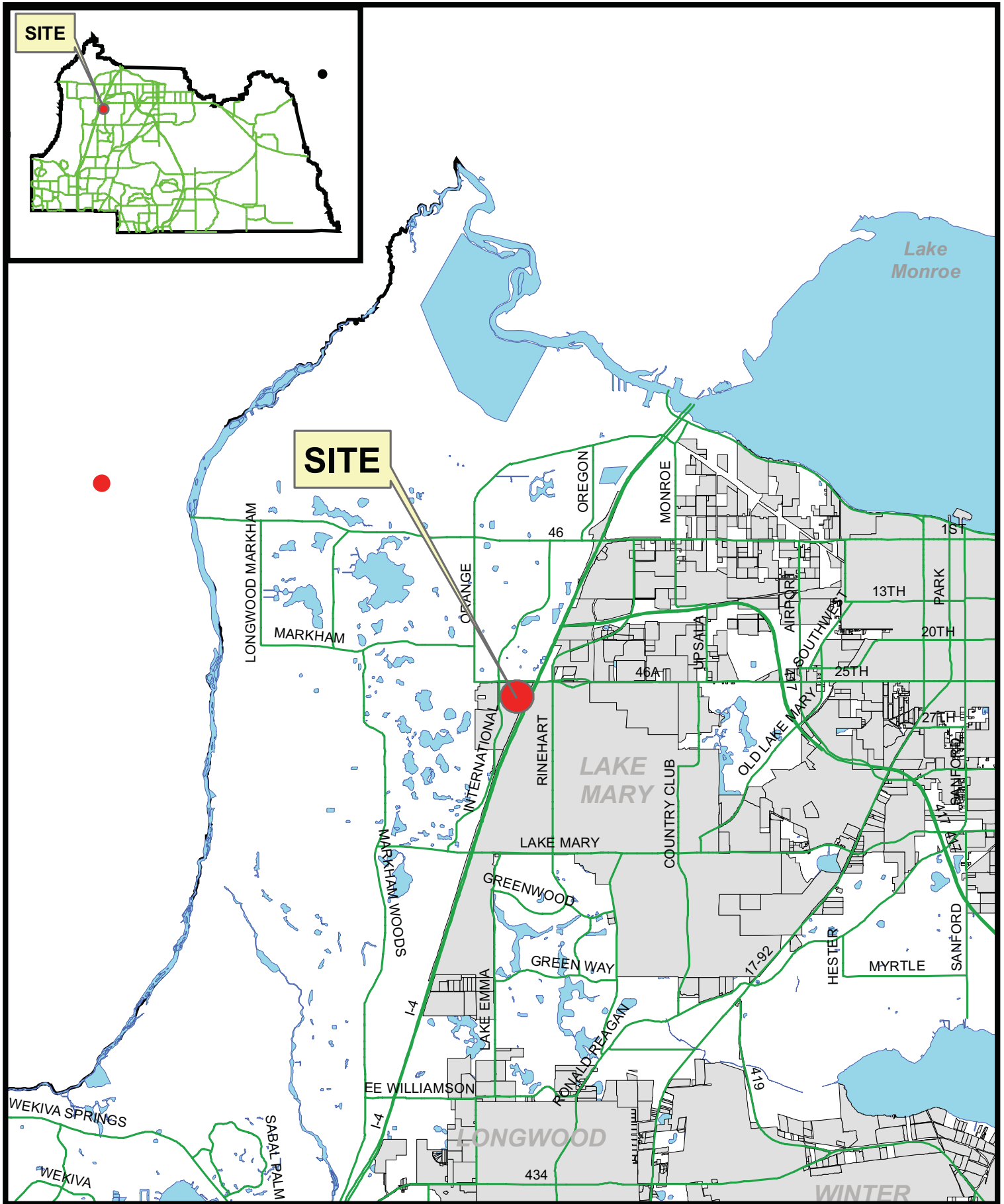
SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

Prepared By:
Caulfield & Associates, Inc.
Professional Surveying and Mapping
405 West Central Parkway, Suite 1010
Altamonte Springs, FL 32714
Phone: (407) 869-9989
Fax: (407) 869-9337

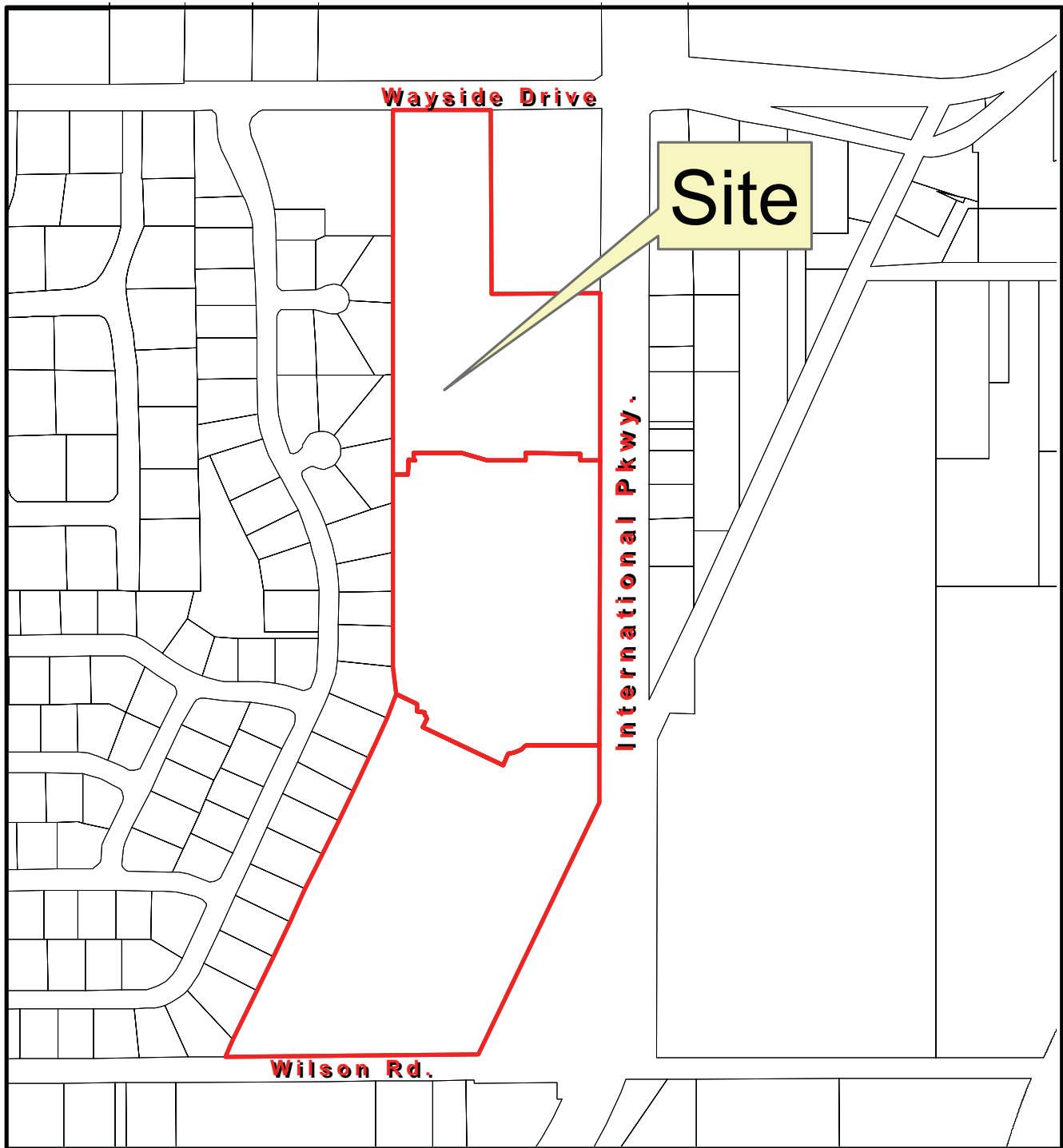
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CURVE	RADIUS	CURVE TABLE		PAGE 7	DELTA	CHORD BEARING
		ARC	TANGENT			
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C5	120.00	19.32	17.31	19.31	64.31	8174.00
C6	100.00	10.76	9.61	10.75	34.31	8174.00
C7	100.00	10.76	9.61	10.75	204.31	8174.00
C8	25.00	15.49	7.31	15.37	114.31	8174.45
C9	25.00	15.49	7.31	15.37	114.31	8174.45
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C97	15.00	2.42	1.37	2.41	84.23	8170.23
C98	15.00	2.42	1.37	2.41	84.23	8170.23
C99	15.00	2.42	1.37	2.41	84.23	8170.23
C100	15.00	2.42	1.37	2.41	84.23	8170.23





Area Map
Savannah Park



**Location Map
Savannah Park Final Plat**





**Aerial Map
Savannah Park Final Plat**



SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Bennigan's Restaurant– Applicant; Requesting a Special Event Permit for the Bennigan's St. Patrick's Day event, to be held at 4520 W. SR 46

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Austin Watkins

EXT: 7440

MOTION/RECOMMENDATION:

Approve the request by Bennigan's Restaurant – Applicant; for a Special Event Permit for a St. Patrick's Day event to be held at 4520 W. SR 46 on March 17, 2008 from 4pm to 12am. (Austin Watkins)

District 5 Brenda Carey

Austin Watkins

BACKGROUND:

Bennigan's Restaurant is requesting a Special Event permit for a St. Patrick's Day event. The applicant proposes to hold the event within the western portion of the Bennigan's parking lot on March 17, 2008 from 4 pm to 12 am, with a performance by Redline and an individual karaoke contest. Additionally, the applicant is proposing carnival style games and food and alcohol sales. The event will be held entirely within the grounds of the Bennigan's Restaurant site and sanitation will be handled by additional port-o-lets, trash cans and dumpsters. Security will be provided by two off-duty Seminole County Sheriff's Deputies. One hundred and thirty-five (135) overflow parking spaces will be located in the adjacent Office Max and Rec Factory Warehouse parking lot and directional signs will be posted from the corner of Rinehart Road to the overflow parking area.

STAFF RECOMMENDATION:

Staff recommends Approval of the request for a Special Event permit by Bennigan's Restaurant for an outdoor festival and concert to be held at 4520 W. SR 46 on March 17, 2008 based upon the following conditions:

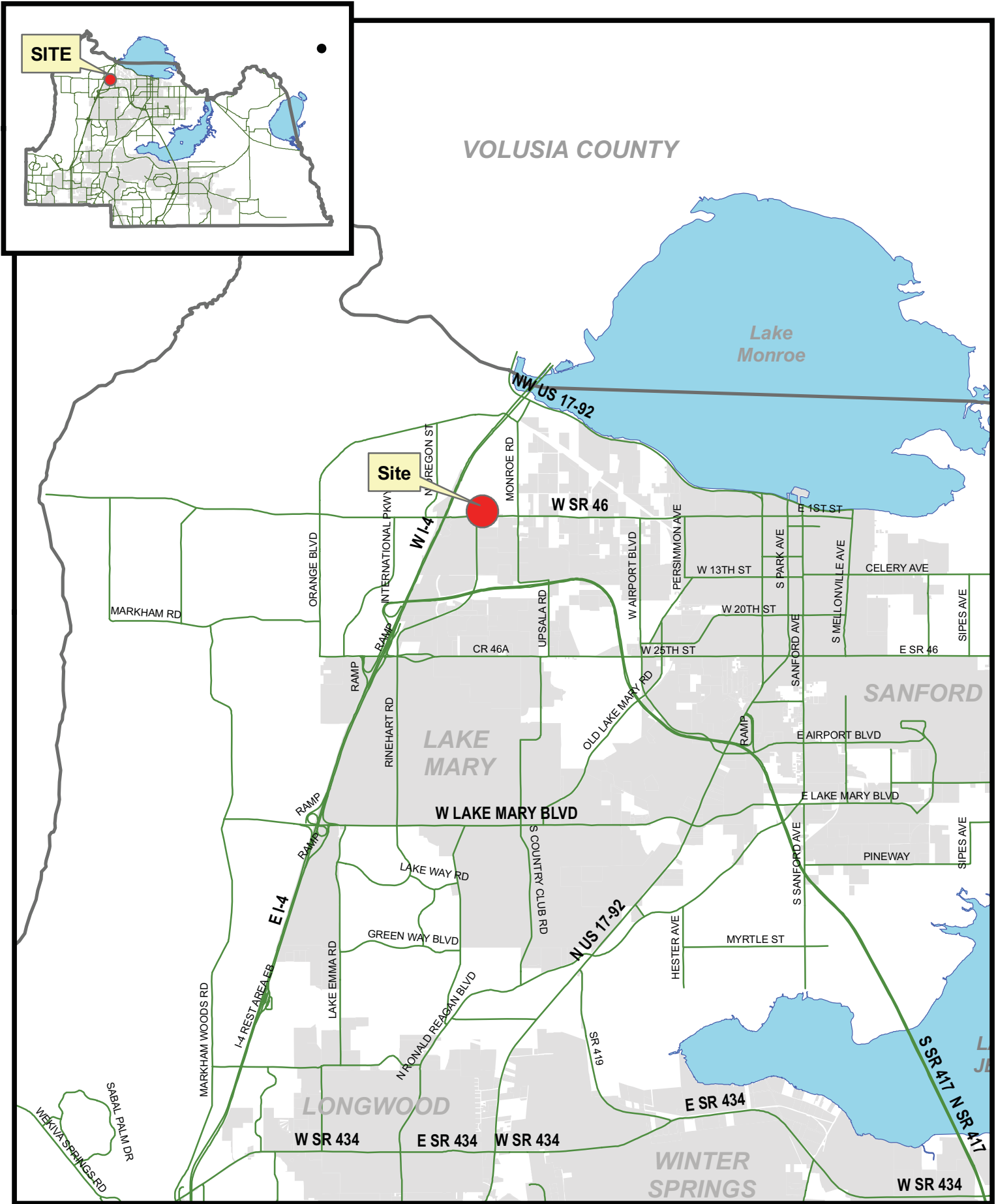
1. All parking must be separated from festival areas by fencing.
2. Provide temporary crosswalk signs between the event area and the overflow parking.
3. Security and traffic control will be provided by two (2) off-duty Seminole County Sheriff's Deputies.
4. The hours of operation for the outdoor festival shall be limited to 4pm until 12am.

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Festival Details
4. Site Plan

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)



Bennigan's St. Patricks Day Special Event



filename: L:/pl/projects/p&z/GIS/special projects/ special events/bennigans stpattys day.mxd 02/07/07



Bennigan's St. Patrick's Day Event

Date is March 17th, 2008.

Purpose of the event is to celebrate St. Patrick's Day.

The outside festivities will begin at 4pm and will continue until 12am.

Both food and alcohol will be served outside.

There will be a tent (20x30) attached to the building. The bar will be located in the tent.

A portable grill will be used to cook the Banger Sandwiches.

There will be three carnival style games at the event:

1. Dunk Tank
2. Strong Man
3. Basketball Shoot

There will be one band scheduled and a karaoke contest at the event:

1. Redline

Arrangements have been made with Office Max and Rec Factory Warehouse for the use of their parking lots. This will provide an additional 135 spaces. Signs will be posted to direct patrons from the corner of Rinehart Road to the additional parking. The restaurant is within walking distance of the additional parking.

Additional restroom facilities will be available in the form of Port-O-Lets.

We have contacted Lieutenant Donald Rufo, the District II Commander, Seminole County Policing, for additional security in the form of two off duty Seminole County Deputies. We will retain the Deputies from 1600 to 0200 on March 17th, 2008.

\$50.00 Application Fee

Application for Special Event Permit

(Please fill out application attaching additional pages as necessary.)

Applicant: KENNIGAN'S Application Date: 02-20-08
Phone Number: 407-688-7250 Facsimile Number: 407-688-7241
Dates of Event: 03-17-08 Hours of Event: 4pm - 12 AM
Address of Event: 4520 W SR 46 Location Description: LOT 3
SEMINOLE CROSSINGS PB 55 PGS 11 & 12
Legal Description: PARCEL ID: 28-19-30-5NR-0000-0030

Description of Event (Please include schedule of activities):

ST. PATRICK'S DAY FESTIVITIES, WE WILL HAVE A TENT
ATTACHED TO THE BUILDING (20x30). THERE WILL BE A
BAND OUTSIDE AND 3 CARNIVALE STYLE GAMES - DUNK TANK,
BASKETBALL SINK AND STRONG MAN. WE WILL BE SERVING
ALCOHOL (BEER & MARGARITAS), AS WELL AS RANGER SANDWICHES.

Disclosure of financial backing of event: NA

Names of people/performers involved: REDLINE

☒ Copy of insurance provided for the event.

☒ Copy of licenses for food or alcoholic beverages as necessary.

☒ Owner's Authorization if different from the Applicant listed.

8.5" x 11" Site Plan is required with the following items identified:

- | | |
|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <input type="checkbox"/> Property lines | <input type="checkbox"/> Transportation modes and routes from parking to event |
| <input type="checkbox"/> Streets and access points | <input type="checkbox"/> Restroom and garbage locations |
| <input type="checkbox"/> Adjacent land uses | <input type="checkbox"/> Location of music or amplified sound source |
| <input type="checkbox"/> Location of existing buildings | <input type="checkbox"/> Provisions for medical facilities |
| <input type="checkbox"/> Location of tents and temporary structures | <input type="checkbox"/> Provisions for security and traffic control |
| <input type="checkbox"/> Parking facilities safely separated from event location | |

Signature: [Signature]

Date: 2-20-08

For Office Use Only

GUI #

Planner:

BCC Action:

BCC Date:

Permit Number:

Office Max

REC
WARE HOUSE

SIGN
ADDITIONAL
PARKING

PARKING LOT
FOR ADDITIONAL PARKING

STREET
PARKING

PARKING LOT

PARKING LOT

ENTRANCE

R I N E H A R T R D

Race Trac

PARKING LOT

STAGE FOR BANDS

FENCE

PORT TENT
BAR

Bennigan's

PARKING LOT

Dunkin
Donuts

PARKING LOT

State Road 46

CVS

AmSouth
Bank

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Wharton-Smith Properties, LLLP properties

DEPARTMENT: County Attorney's Office

DIVISION: Litigation

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT: 7257

MOTION/RECOMMENDATION:

Wharton-Smith Properties, LLLP properties. Approval of a proposed negotiated settlement relating to Parcel Numbers 129/729 and 132/732 of the County Road 15 road improvement project. The proposed settlement is at the total sum of \$223,052.95 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to these parcels. Judge Dickey.

District 5 Brenda Carey

Bob McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board approve a proposed negotiated settlement relating to Parcel Numbers 129/729 and 132/732 of the County Road 15 road improvement project. The proposed settlement is at the total sum of \$223,052.95 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to these parcels.

ATTACHMENTS:

1. Wharton-Smith Properties LLLP

Additionally Reviewed By: No additional reviews



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*

FROM: David G. Shields, Assistant County Attorney *David G. Shields*
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *Pam Hastings*
David Nichols, Principal Engineer/Engineering Division *DN 2-13-08*

DATE: February 14, 2008

RE: Settlement Authorization
County Road 15
Parcel Nos. 129/729 and 132/732; Wharton-Smith Properties, LLLP
Seminole County v. Timothy A. Waddle, et al.
Case No. 2007-CA-1604-0111-13-W

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) for Parcel Nos. 129/729 and 132/732 on the County Road 15 road improvement project. The recommended settlement is at the total sum of \$223,052.95 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay in the referenced case allocated as follows:

\$167,900.00	Land value, severance damage, and statutory interest
\$ 28,372.32	Statutory attorney's fee
\$ 26,780.63	Engineering and appraisal cost reimbursements
<u>\$223,052.95</u>	Total

I. THE PROPERTY:

A. Location Data

The subject properties are located along the west side of County Road 15 south of School Street within unincorporated Seminole County, Florida. A location map is attached as Exhibit A.

B. Property Address

The street address is 750 Monroe Road, Sanford, Florida 32771. Parcel sketches are attached as Composite Exhibit B.

II AUTHORITY TO ACQUIRE.

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, and 2007-R-71 on April 10, 2007 authorizing the acquisition of Parcel Nos. 129/729 and 132/732. The County Road 15 road improvement project was found to be necessary and serving a public purpose and in the best interests of the citizens of Seminole County. The Order of Take occurred on August 27, 2007, with title vesting in Seminole County on September 4, 2007, the date of the good faith deposit in the amount of \$167,750.00 for these parcels.

III ACQUISITIONS AND REMAINDER

The acquisition of Parcel No. 129 is 6,673 square feet in fee simple from a parent tract of 100,458 square feet with a remainder of 93,785 square feet. The fee simple taking is a rectangular shaped parcel off the subject's C-15 frontage. The temporary construction easement, Parcel No. 729, is also rectangular in shape and is a temporary taking of 71 square feet which will be used to construct a drainage inlet.

The acquisition of Parcel No. 132 is 8,546 square feet in fee simple from a parent tract of 129,948 square feet with a remainder of 121,402 square feet. The fee simple taking is a rectangular shaped parcel off the subject's C-15 frontage. The temporary construction easement, Parcel No. 732, is also rectangular in shape and is a temporary taking of 58 square feet which will be used to construct a drainage inlet.

IV APPRAISED VALUES

The County's original report dated September 27, 2006, was prepared by Florida Realty Analysts, Inc. The appraisal report for Parcel No. 129 reported full compensation to be \$81,900.00 and \$300.00 for Parcel No. 729 for a total of \$82,200.00. The updated report for the order of take hearing dated July 25, 2007, opined \$97,300.00 for Parcel No. 129 and \$300.00 for Parcel No. 729 for a total of \$97,600.00.

The appraisal report for Parcel No. 132 dated September 27, 2006, reported full compensation to be \$64,800.00 and \$200.00 for Parcel No. 732 for a total of \$65,000.00. The updated report for the order of take hearing dated July 25, 2007, opined \$70,100.00 for Parcel 132 and \$200.00 for Parcel No. 732 for a total of \$70,300.00.

The grand total for all parcels from the July 25, 2007 updates was \$167,900.00.

The property owner did not prepare an appraisal report, but received some informal advice from an appraiser.

V BINDING OFFER/NEGOTIATION

The County's initial written offer for Parcel Nos. 129/729 was \$92,450.00 and \$75,300.00 for Parcel Nos. 132/732, totaling \$167,750.00 for all the parcels. The written offers were exclusive of costs and fees. The combined updated appraisal of

\$167,900.00 was slightly higher than the combined first written offers. The owner accepted this updated appraisal amount as full monetary compensation in exchange for receiving the significant non-monetary benefit described below.

During negotiations, the owner identified several significant non-monetary issues relating to drainage on the property. The County recognized these issues needed to be remedied and implemented a cure plan for them. The parties agreed the value of this non-monetary benefit to be \$85,826.75.

VI ATTORNEY'S FEES AND COSTS

A. Attorney's Fees. The statutory attorney's fee reimbursement totals \$28,372.32. The sum is statutorily computed based upon the \$85,826.75 non-monetary benefit and a monetary benefit of \$150.00 (the difference between the updated appraisal and the first written offer).

The owner's claimed costs for the referenced parcels totaled \$26,780.63. The break down is as follows:

\$ 1,406.25	General Contractor costs
\$ 2,550.00	Appraisal costs
\$22,824.38	Engineering costs

The engineering costs primarily involved identifying the drainage issues referenced above and reviewing the County's proposed cure plan.

VII COST AVOIDANCE

The owner accepted the County's updated appraisal amount. In return, the owner only asked for the non-monetary benefit and the payment of expert costs and payment of attorney fees based on the non-monetary benefit obtained. If this settlement were not accepted, the owner would likely obtain an appraisal of its own, try to obtain higher monetary compensation and incur more expert costs and attorney fees. The settlement is therefore reasonable.

VIII RECOMMENDATION

County staff recommends that the BCC approve this negotiated settlement in the total sum of \$223,052.95 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to these parcels.

Attachments:

Exhibit A - Location Map

Composite Exhibit B – Sketches

DGS/lpk

P:\Users\Dedge\My Documents\Ed\Waddle\Wharton-Smith Agenda Settlement 129 132.Doc

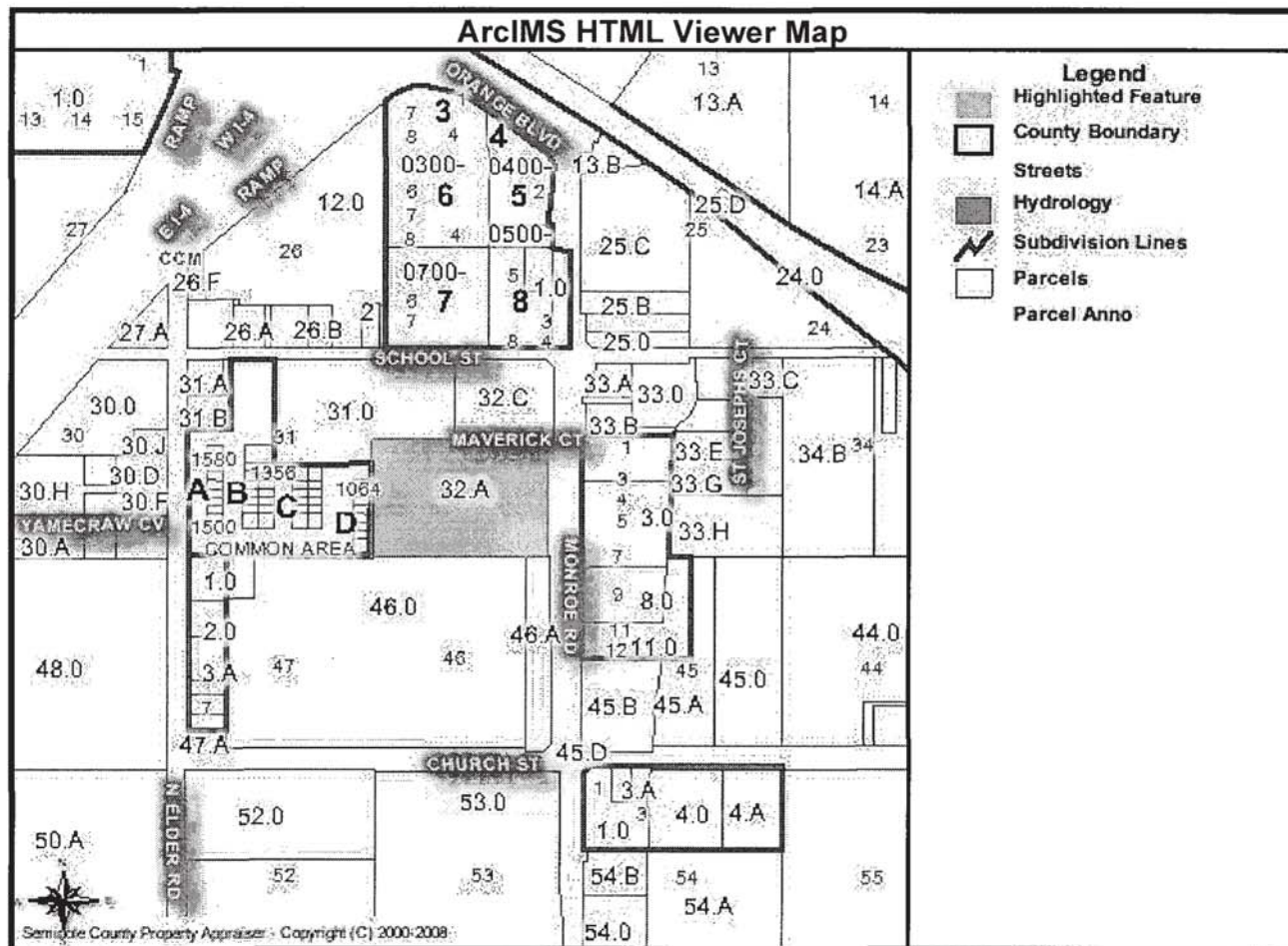


EXHIBIT A



PARENT TRACT
AREA OF TAKE
REMAINDER TRACT
PROPERTY LINE

2.983 AC
8,546 SF
2.787 AC

AREA OF TAKE
PARCEL 132 - 8,546 SF

COMPOSITE
EXHIBIT B

PARENT TRACT : WITH TAKING SHOWN

PARCEL 132/732
C.R. 15 / MONROE ROAD
SEMINOLE CO., FLORIDA

SCALE AS SHOWN

DRAWN: PHP APPROVED: JMS
CHECKED: DCD APP. DATE: 10/04/06

SHEET: 2

PROJECT NUMBER: A060557.00

FILE NAME: 604132-732.dwg

gai consultants
EB 9915
618 East South Street
Orlando, Florida 32801
407-423-8398





PARENT TRACT
AREA OF TAKE
REMAINDER TRACT
PROPERTY LINE

2.306 AC
6,673 SF
2.153 AC

AREA OF TAKE
PARCEL 129 - 6,673 SF
AREA OF TCE
PARCEL 729 - 71 SF

COMPOSITE
EXHIBIT B

PARENT TRACT : WITH TAKING SHOWN

PARCEL 129/729
C.R. 15 / MONROE ROAD
SEMINOLE CO., FLORIDA

SCALE AS SHOWN

DRAWN: PJP APPROVED: JMS
 CHECKED: EGD APP. DATE: 10/04/08

SHEET:2
PROJECT NUMBER:
A060332.00
FILE NAME: doc126-729.dwg

gai consultants
EB 9915
618 East South Street
Orlando, Florida 32801
407-423-8398



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure and Payroll Approval Lists; BCC Minutes & Clerk's Received and Filed

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Sandy McCann **EXT:** 7662

MOTION/RECOMMENDATION:

Approval of Expenditure Approval Lists dated February 11 & 18, 2008 and Payroll Approval List dated February 7, 2008; approval of Official Minutes dated February 12, 2008; Clerk's "Received and Filed" - for information only.

County-wide

Dave Godwin

BACKGROUND:

See attached

STAFF RECOMMENDATION:

Approval of Expenditure Approval Lists dated February 11 & 18, 2008 and Payroll Approval List dated February 7, 2008; approval of Official Minutes dated February 12, 2008; Clerk's "Received and Filed" - for information only.

ATTACHMENTS:

1. Clerk's Report 3 11 08

Additionally Reviewed By: No additional reviews

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Expenditure and Payroll Approval Lists; BCC Minutes & Clerk's Received and Filed

DEPARTMENT Clerk's Office DIVISION: County Commission Records

AUTHORIZED BY Dave Godwin CONTACT: Sandy McCann EXT. 7662

Agenda Date 03-11-2008 Regular ☐ Consent ☒ Work Session ☐ Briefing ☐

MOTION/RECOMMENDATION

Approval of Expenditure Approval Lists
Approval of Payroll Approval List
Approval of BCC Official Minutes

BACKGROUND:

1. Expenditure Approval Lists dated February 11 & 18, 2008 and Payroll Approval List dated February 7, 2008
2. Official Minutes dated February 12, 2008
3. Clerk's "Received and Filed" - for information only

Reviewed by:	
Co. Att	
OMB	
Other	
DCM	
CM	

CLERK'S REPORT
MARCH 11, 2008

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL LISTS AND PAYROLL LIST

Expenditure Approval Lists dated February 11 & 18, 2008; and Payroll Approval List dated February 7, 2008, 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 February 12, 2008.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only.

1. Audit report for PS-5190-05, CH2M Hill Contract, submitted by Maryanne Morse, Clerk of Circuit Court.
2. Work Order #32 to PS-5174-04.
3. Work Order #24 to PS-1529-06.
4. Change Order #1 to CC-1949-07.
5. Fourth Amendment to RFP-4217-04.
6. Work Order #20 to RFP-0225-05.
7. Certificate of Completion for CC-1636-06.
8. Development Order #07-20000010, CCCH Derbyshire Property Rezone, approved by the BCC on December 11, 2007.
9. Recorded Maple Leaf Commerce Center Developer's Commitment Agreement, approved by the BCC on June 26, 2007.

10. Board of Adjustment Developments Orders approved at their October 22, 2007 meeting for Daniel & Nanci Lebrecht; Leonard & Zaida Wilson; Edward & Elizabeth Batchellor; Elmer Lemesh & Patricia O'Bailey; R.V. & Diana Rogers; Chris & Andrea Pierce; J.W. Gerhard & Karen Munster; Elizabeth DiBartolo; Mary & Jack Shafer; Hiram Jr. & Lyntha Correa; Lake Mary Florida Congregation of Jehovah's Witnesses; Seminole County BCC; and Sun Lake Plaza, Inc.
11. Board of Adjustment Development Orders approved at their September 24, 2007 meeting for Pamela Barber; Doyle Sims; Victor Ramos; Roxanna Garcia; Glen & Shirley Hill; Kelly Flynn; Jeanne Arnett; Haitian Hu & Shanchun Liu; George & Angela Toole; Ronald & Susan Donahue; Harry & Mary Carls; Susan Behel; Kitty Irvine; George & Sandarah Wilkes; Gary & Jennifer Garofalo; Dave Kovstav & Marsha Taylor-Klovstav; Phillip Musarra; Michael & Karen Duffy; Tracy Fortenberry; Nona Corter; Family of Friends; and K&S Inv LLC.
12. Board of Adjustment Denial Development Order for Vincent & Dahiana Sowa.
13. Customer Agreement for Reclaimed Water Rates and Reclaimed Water Flow, Distribution, Delivery and Spray Easement for Beaver Dam Development LLC-845 Primera Blvd.
14. Conditional Utility Agreements for water and sewer service with Ligonier Ministries, Inc. for the project known as Ligonier Academy of Theology.
15. Bill of Sale accepting reclaimed water system within the project known as Traditions at Alafaya II-Colonial Bank.
16. Customer Agreement for Reclaimed Water Rates and Reclaimed Water Flow, Distribution, Delivery and Spray Easement-Florida Bank of Commerce.
17. Conditional Utility Agreements for water and sewer service with M&O Limited Partnership for the project known as South Park Business Center 1D.

18. Conditional Utility Agreements for water and sewer service with M&O Limited Partnership for the project known as South Park Business Center 1E.
19. Board of Adjustment Development Order for Cherry Ridge Drive, William & Amy Harper.
20. Regional Compact Framework Action with MyRegion.com approved by the BCC on July 24, 2007.
21. Letter of Credit #P003544 in the amount of \$35,709.77 for the project known as Celery Estates North.
22. Maintenance Bond #5030737 in the amount of \$175,814.90 for the project known as Copper Chase Subdivision.
23. Letter to increase Limitation of Funds amount for RFP-4157-02.
24. Change Order #2 to CC-2143-07.
25. Change Order #4 to CC-1416-06.
26. Work Order #15 to PS-1501-06.
27. Copy of fully executed Intergovernmental Work Agreement with the University of Central Florida, approved by the BCC on June 24, 2003.
28. First Amendment to Intergovernmental Work Agreement with the University of Central Florida, approved by the BCC on January 11, 2005.
29. Work Order #21 to RFP-0225-05.
30. Memorandum to Sandy McCann, Commission Records, from Sharon Peters, County Manager's Office, regarding Outstanding BCC Documents.
31. Work Order #20 to PS-5135-02.
32. Work Order #5 to PS-5161-04.
33. Work Order #91 to PS-5165-04.
34. Memorandum to Ann Colby, Assistant County Attorney, from David Shields, Assistant County

Attorney, re: Seminole County v. Della Townsend, et al.

35. Work Order #1 to PS-2144-07.
36. RFP-2574-07 Professional Home Inspection Services Agreements, Universal Engineering Sciences, Inc. and Chief Inspection Services, Inc.
37. Work Order #13 to RFP-0778-06.
38. Work Order #1 to PS-2685-07.
39. Work Order #6 to PS-5185-05.
40. Amendment #1 to Work Order #28 to PS-5174-04.
41. Work Order #22 to RFP-0225-05.
42. Maintenance Bond #104971279 in the amount of \$15,000 for the project known as Lowe's Fern Park, and Maintenance Agreement in the amount of \$10,547.53 for the project known as Florida Ave.- Preserve at Black Hammock.
43. IFB-600281-08 Contract, Dumont Company.
44. Memorandum to Ann Colby, Assistant County Attorney, from David Shields, Assistant County Attorney, re: Seminole County v. Townsend, et al.
45. Water and Sewer Cash Maintenance Bond in the amount of \$2,761.89 for the project known as Aloma Park.
46. Water and Sewer Maintenance Bond in the amount of \$653.63 for the project known as Fairwinds Credit Union.
47. Board of Adjustment Denial Development Orders for Omar Rodriguez; Imad & Grace Nasnas; Jeffrey Ecker & Shelly Stevick; and Hector Gonzalez.
48. Board of Adjustment Developments Orders approved at their January 28, 2008 meeting for LaTasha Proctor; Shelter Properties; Gary & Monika Luedecke; Girls & Boys Town of Central Florida; Daniel & Darcy Drew; Edith Justice; Lizzie Williams; Barre & Jane Baggett; Samuel and Florence Stabile; Diane Rice; Haywood Maddox;

James Edwards; Virgil and Denise Hurley; and Anvan Properties.

49. Development Order #08-50000001 for Gary & Christine Cousins.
50. Utility Agreement for sewer service with Samy Realty, Inc. for the project known as Sanford Auto Mall.
51. Bill of Sale accepting water within the project known as Lowe's Home Center-Fern Park.
52. Second Amendment to PS-5191-05.
53. Work Order #10 to CC-0012-05.
54. Change Order #2 to Work Order #11 to CC-1075-06.
55. Change Order #2 to RFP-2086-07.
56. Amendment #1 to Work Order #19 to PS-0381-06.
57. Bids as follows: IFB-600302-08; RFP-2832-07; IFB-600320-08; and CC-2472-07.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Condemnation Lien, Request for Reduction of Interest – Wayne Cleveland, present owner, 1109 First Drive, Sanford, represented by John Wright, Jr.

DEPARTMENT: Planning and Development

DIVISION: Administration - Planning and Development

AUTHORIZED BY: Dori DeBord

CONTACT: Dori DeBord

EXT: 7397

MOTION/RECOMMENDATION:

Board direction on accepting the settlement offer of \$4,000.00 for the Condemnation lien and interest totaling \$10,100.33, on the property owned by Wayne Cleveland, 1109 First Drive, Sanford as offered.

District 5 Brenda Carey

Dori L. DeBord

BACKGROUND:

On March 4, 1994, the Board of County Commissioners adopted Resolution #94-R-66 requiring the Owner of this property, Mr. Wayne Cleveland, to demolish and remove all debris from the property by April 8, 1994. This property had been found in violation of Section 168, Part 1 of the Seminole County Code regarding the removal of unoccupied and unsafe structures as described in the memorandum to Commissioner Kelley by Albert W. Flores, Clearance Inspector. Mr. Cleveland was sent a certified letter on October 30, 1992 declaring the structure a public nuisance and giving him 30 days to begin removal of said structure. No response was received from the owner regarding the property and the nuisance structure was demolished by Seminole County on May 6, 1994. At the October 25, 1994 Board of County Commissioner meeting, the Board approved a Condemnation Lien for the amount of three thousand thirty five dollars and 77 cents (\$3,035.77) to be assessed against Mr. Cleveland for the demolition work done on the property. The lien was executed and recorded at ORB 2843 Pg 0040 on November 4, 1994.

Mr. Cleveland, who currently resides in Rochester, New York, contacted the Planning and Development Department in May 2007 in attempt to pay the Condemnation Lien on this property. Staff researched the records and determined the original lien was issued October 25, 1994 and said lien had accrued interest of \$6,154.66 with the period ending May 31, 2007. Mr. Cleveland spoke with the Planning and Development Director and expressed his interest in clearing the title to sell the property, but was unable to pay the interest accrued.

On January 18, 2008, Mr. Cleveland gave written authority to John Wright, Jr. to act in on his behalf in clearing the lien and title on this property. Mr. Wright has researched the lien and has offered to pay a total of \$4,000.00 to clear the original condemnation lien of \$3,035.77 and asks the Board to reduce the interest owed. Mr. Wright will be purchasing the property once lien is satisfied. The timeline on this violation is below:

DATE	ACTION	RESULT
October 30, 1992	A condemnation request was submitted to the District 5 Commissioner, Jennifer Kelley, on October 30, 1992 regarding the unoccupied building located at 1109 First Drive, Sanford, Florida. A certified letter was sent to the Owner of Record on October 30, 1992, notifying the Owner as to the unsafe condition and said structure was declared a public nuisance and must be demolished and removed from the property per Seminole County Ordinance 80-16.	The signed return receipt was received November 17, 1992 from the Owner. There is no record of response received by the County. (Exhibit A)
October 4, 1993	A second condemnation request was submitted to the District 5 Commissioner, Daryl McLain, on October 4, 1993 regarding the unoccupied building located at 1109 First Drive, Sanford, Florida. A certified letter was sent to the Owner of Record on October 4, 1993, notifying the Owner the structure was declared a public nuisance and must be demolished and removed from the property per Seminole County Ordinance 80-16 (now Seminole County Code Chapter 168).	The signed return receipt was received October 12, 1993 from the Owner. There is no record of response received by the County. (Exhibit B)
January 11, 1994	Seminole County Board of County Commissioners approved a request to declare the unoccupied building as a public nuisance and authorization to advertise and set a date for a public hearing to determine the outcome of the structure.	(Exhibit C)
February 2, 1994	A summons was issued to Owner to appear before the Board at the March 8, 1994 Seminole County Board of County Commissioners meeting regarding the nuisance structure on this property.	Served on Wayne Cleveland through the Sheriff's Office in New York. (See Exhibit D)
March 8, 1994	The Board met and adopted a resolution 94-R-66 (ORB 2071/Pg 2386) requiring the Owner to demolish and remove all debris from the property by April 8, 1994. The Board authorized staff to perform necessary corrective action in the event the nuisance was not abated by the Owner as outlined in Seminole County Ordinance 80-16	The property owner was served a summons to appear before the Board but did not appear. (Exhibit E)
May 6, 1994	The property was demolished by Seminole County when the nuisance structure was not abated by the Owner.	
October 25, 1994	The Board of County Commissioners approved a Condemnation Lien for the amount of Three thousand thirty five dollars and 77 cents (\$3,035.77) to be assessed against the Owner of the property for the demolition work done on the property and administrative costs.	Condemnation Lien was recorded November 4, 1994 with the Clerk of the Court, ORB 2843/0040. (Exhibit F)
May 2007	Owner came to pay condemnation lien. Staff didn't have information available to advise owner as payment due. Stated they would research the history and get back with him as to the status.	Staff researched the events leading to the demolition and condemnation of said property.

May 29, 2007	Letter with chronology of events and backup documentation sent to Wayne Cleveland from Planning & Development Director.	Certified mail receipt returned to the Planning & Development Director signed by Wayne Cleveland. (Exhibit G)
June 5, 2007	Director spoke with Mr. Cleveland as to the process of paying the lien and interest accrued per Ordinance 80-16.	Owner unable to pay the total owed at that point, would get back with Staff as to payment.
January 11, 2008	Received an email from Mr. John Wright, Jr. as to the acquiring the property from Mr. Cleveland.	District Commissioner's office received the email and forwarded to Planning & Development Director. Forwarded copy of letter and backup sent to Mr. Cleveland dated May 29, 2007 to Mr. Wright.
January 16, 2008	Request for Reduction of Interest. Mr. Wright acting as the agent for Mr. Cleveland has offered to pay a total of \$4,000 for the condemnation lien of \$3,035.77 and accrued interest.	January 17, 2008 – Planning & Development Director sent email explaining only the property owner can apply for a waiver of a lien or reduction of fees.
January 23, 2008	Received All-Purpose Acknowledgment and Power of Attorney statement, signed and notarized by Mr. Cleveland giving Mr. Wright power of attorney to act on his behalf in resolving this land matter.	Hand delivered by Beverly Wright.
January 23, 2008	Current total of condemnation lien and interest as of 3/11/08 is \$10,100.33	Interest as set by the Florida Comptroller's Office continues to accrue annually. (Exhibit H)

When considering this request and in developing a recommendation to the BCC, staff evaluated the amount of the lien compared to the value of the property and the actions the violator did or did not take in attempting to resolve the code violation. Per the Property Appraiser information, the assessed value of the property is \$10,238.00. The lien and interest as of March 11, 2008 totals \$10,100.33.

STAFF RECOMMENDATION:

Staff asks for Board direction on accepting the settlement offer of \$4,000.00 for the Condemnation lien and interest totaling \$10,100.33, on the property owned by Wayne Cleveland, 1109 First Drive, Sanford as offered.

ATTACHMENTS:

1. Exhibit A - 10/30/92 Letter to Commissioner and Owner
2. Exhibit B - 10/4/93 Letter to Commissioner and Owner
3. Exhibit C - 1/11/94 Agenda Memorandum and BCC Meeting Minutes
4. Exhibit D - 2/2/94 Summons to Owner to Appear served in New York
5. Exhibit E - 3/8/94 Agenda Memorandum and BCC Meeting Minutes
6. Exhibit F - 10/25/94 Agenda Memorandum and BCC Meeting Minutes
7. Exhibit G - 5/29/07 Letter to Wayne Cleveland
8. Exhibit H - Yearly Interest Rate on Judgments as set by Florida Comptroller

9. Property Appraiser Data

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)

Exhibit A

MEMORANDUM

10/30/92

TO: Commissioner Jennifer Kelley, District 5
Board of County Commissioners

FROM: Albert W. Flores, Clearance Inspector

THROUGH: David E. Beitz, Building Official

THROUGH: Ron H. Rabun, County Manager

SUBJECT: Condemnation,

Lot 21, Hardens Add, Section 31, Township 19, Range 31,
Plat Book 07, Page 71, Public Records of Seminole County,
FL (1109 First Dr.)

In accordance with County Ordinance 80-16, an investigation has been completed of the unoccupied building that is located on the above described property. The owner of Record as shown on the 1991-92 Tax Records is (Wayne Cleveland).

The unoccupied building constitutes a public nuisance for the following reasons:

1. The structure has been severely damaged by the elements of nature due to abandonment.
2. Foundation piers, exterior walls, exterior steps, floor framing and flooring, partitions, roof rafters and sheathing, ceiling joist, exterior and interior doors, roofing materials, roof flashing, window glass, window screens and window frames are damaged beyond reasonable repair.
3. Electrical service has been disconnected due to inactivity, electrical panels, electrical receptacles, electrical lights and switches are damaged to the extent that they are a hazard.
4. Plumbing fixtures, plumbing drain system, are damaged beyond reasonable repair or nonexistent.
5. There is no evidence of a septic tank or drainfield.
6. There is trash and debris inside and outside of the building.
7. This condition constitutes a potential fire hazard.
8. The condition and location of the property as is promotes loitering and creates a sanctuary for transients and drug users.

The Owner of Record has been notified as to the condition of said property by Certified Mail, Return Receipt. As further developments occur, your office will be notified.

Should you have any questions or comments regarding this matter, please do not hesitate to contact me.

c: County Manager
Deputy County Manager/Community Services
County Attorney

BK199PG3750

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

COUNTY OF SEMINOLE



Building Department
Phone 321-1130 Ext. 7469
Date: 10/30/92

Seminole County Services Bldg.
1101 East First Street
Sanford, FL 32771

FLORIDA

Wayne Cleveland
294 Wisconsin St.
Rochester, NY 14609

Dear Mr. Cleveland:

A recent inspection of the below described property revealed the unoccupied structure is unsafe, unsuitable for occupancy and detrimental to the health, safety and welfare of the general public. This structure is a health and fire hazard due to inadequate maintenance, dilapidation and abandonment.

Lot 21, Hargens Add, Section 31, Township 19, Range 31,
Plat Book 07, Page 71, Public Records Of Seminole County,
FL (1109 First Dr.)

In accordance with Seminole County Ordinance Number 80-16, the above mentioned structure is declared to be a public nuisance and must be demolished and removed from the property. The demolition and removal of this structure must begin within thirty (30) days and be completed within ninety (90) days after receipt of this notice, or you may undertake the appeal process as outlined in Section Seven (7) of County Ordinance Number 80-16. In order for you to follow the appeal process, it will be necessary for you to appear before the Board of County Commissioners and present any relevant or material facts or evidence as to why the above mentioned structure should not be declared a public nuisance. If you wish to appeal to the Board of Commissioners, please let me know and I will request the Board to set a time and date for a hearing.

Failure to begin removal of this structure or Board of Commissioners within thirty (30) days will result in action being taken by the Court to demolish and remove. All costs incurred demolition and removal of this structure will be

P 733 870 473

Certified Mail Receipt
No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

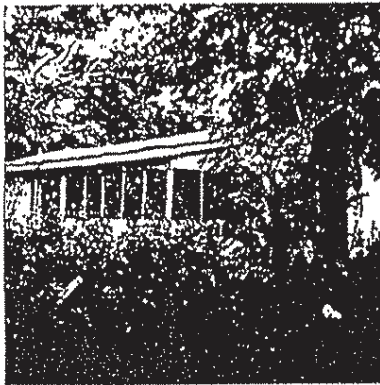
SENDER: <ul style="list-style-type: none">• Complete items 1 and/or 2 for additional services.• Complete items 3a and 4a & b.• Print your name and address on the reverse of this form so that we can return this card to you.• Attach this form to the front of the mailpiece, or on the back if space does not permit.• Write "Return Receipt Requested" on the mailpiece below the article number.• The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: WAYNE CLEVELAND 294 WISCONSIN ROCHESTER, NY 14609		4a. Article Number P 733 870 473	
4b. Service Type: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise		Date of Delivery 11/19/92	
5. Signature (Addressee) <i>Wayne Cleveland</i>		6. Addressee's Address (Only if requested and fee is paid) 01 BK 199 PG 3751	

To: WAYNE CLEVELAND	
Street & No. 294 WISCONSIN ST.	
PO, State & ZIP Code ROCHESTER, NY 14609	
Postage	\$.29
Certified Fee	1.00
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.00
Return Receipt Showing to Whom, Date, & Address of Delivery	
TOTAL Postage & Fees	\$ 2.29
Postmark or Date	

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

PHOTOGRAPHS

MO.	DAY	YEAR	LOCATION OF OCCURRENCE	COMPLAINT NO.
10	27	92	1109 FIRST DR.	



1109 FIRST DR.

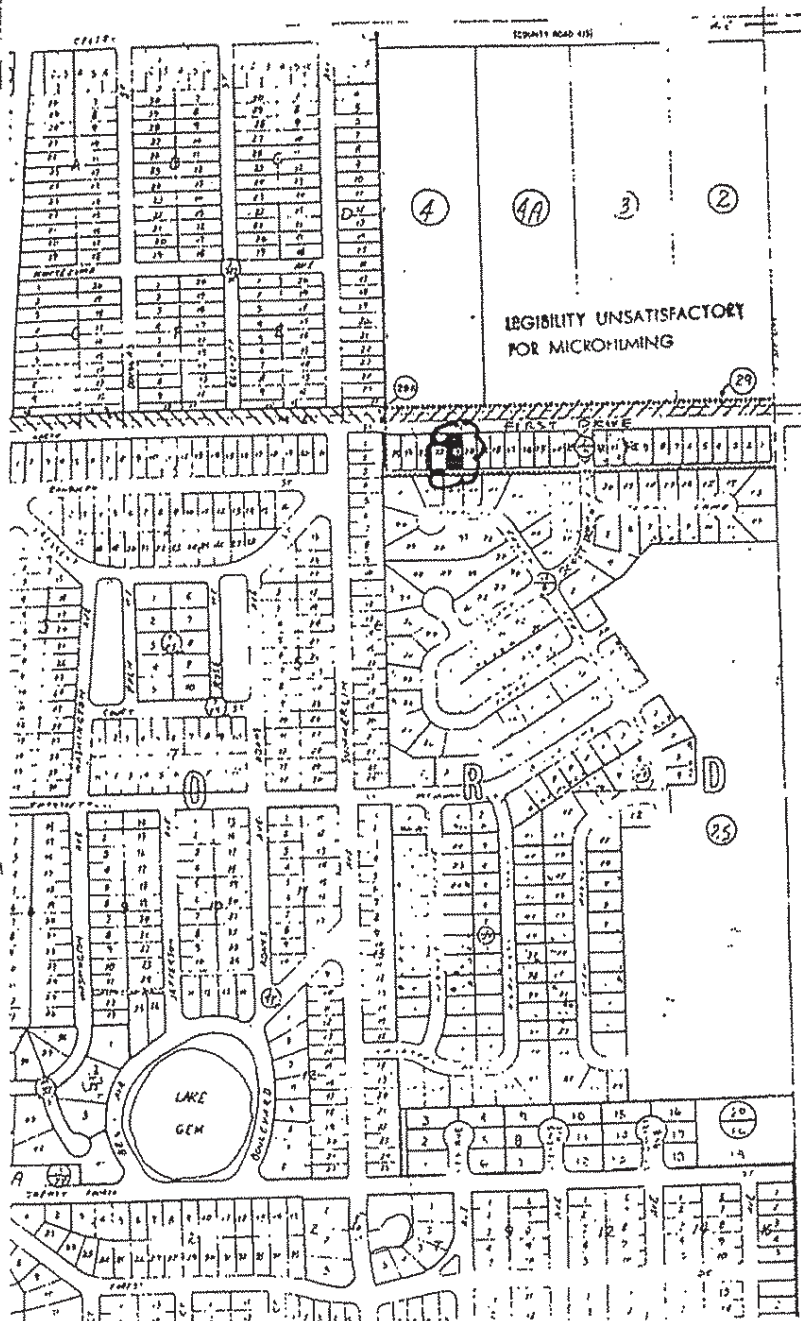
10/27/92



1109 FIRST DR.

10/27/92

BK 199PG3752



BK 199P63753

Exhibit B

MEMORANDUM

TO: Commissioner Daryl McLain, District 3
District Commissioner

FROM: Oroma B. Nwenedi, Clearance Inspector *OBN*

THROUGH: David E. Beitz, Building Official *DP*

THROUGH: Ron H. Rabun, County Manager *RH Rabun*

DATE: October 4, 1993

SUBJECT: Condemnation,
LOT 21 HARDENS ADD PB 7 PG 71
(1109 First Drive)

In accordance with County Ordinance Number 80-16, an investigation has been completed of the unoccupied building that is located on the above described property. The Owner of Record as shown on the 1992-93 Tax Records is Wayne Cleveland.

The unoccupied building constitutes a public nuisance for the following reasons:

1. The building has been severely damaged by the elements of nature due to abandonment.
2. Foundation piers, exterior walls, porch, exterior steps, exterior doors, floor framing and flooring, interior partitions, roofing materials, roof flashing, window glass, window screens and window frames are missing or damaged beyond reasonable repair.
3. Electrical service has been disconnected due to inactivity. Electrical panels, electrical receptacles, electrical lights, and switches are damaged to the extent that they are a hazard.
4. Plumbing fixtures, plumbing drain system, are damaged beyond reasonable repair or are nonexistent.
5. There is no evidence of septic tank or drain field.
6. There is trash and debris inside and outside the building.
7. This condition constitutes a potential fire hazard.
8. The condition and location of the property as is promotes loitering and creates a sanctuary for transients and drug users.

The Owner of Record has been notified as to the condition of said property by certified mail, return receipt request. As further developments occur, your office will be notified.

Should you have any questions or comments regarding this matter, please do not hesitate to contact me.

c: County Manager
Deputy County Manager/Community Services
County Attorney

obn/memo1.wcl

BK 199PG3748

10-4-93

K5(c)

Exhibit C

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

Subject: CONDEMNATION - 1109 FIRST DRIVE

Department: PLANNING & DEVELOPMENT DEPT. Division: DEVELOPMENT REVIEW DIVISION

Authorized By: Tony VanDerworp (Director) Contact: Glenn Semanisin, P.E., Manager Ext. 7330

Date Submitted: 12/30/93 Agenda Date Requested: 1/11/94 Regular X Consent

NOTION/RECOMMENDATION:

Request the Board of County Commissioners to determine that an unoccupied building is a public nuisance and authorize: (A) Publication of Notice (B) Service of Notice (C) Development Review Division to set a date for Public Hearing

BACKGROUND:

PUBLIC NUISANCE DETERMINATION

1. On September 30, 1993, a visual inspection was made of the structure located at 1109 First Drive.

The inspection of the below described property revealed the unoccupied structure unsafe, unsuitable for occupancy and detrimental to the health safety, and welfare of the general public. This structure is a health and fire hazard due to inadequate maintenance, dilapidation, and abandonment. Further details disclosed in Memorandum dated October 4, 1993 (attached).

Reinspection on December 13, 1993 showed further structural deterioration.

LEGAL: LOT 21 HARDENS ADD PB 7 PG 71 (1109 First Drive)

OWNER: Wayne Cleveland
294 Wisconsin Street
Rochester NY 14609

DISTRICT: 5

Reviewed By: Co. Atty. <u>N/A</u> OHS <u>N/A</u> Finance <u>N/A</u> Central Svcs. <u>N/A</u> Risk Mgmt. <u>N/A</u> DCM <u>Kevin Grace</u> Other <u>Bldg. Official</u> <u>Drona Masodi</u>	User Dept: <u>N/A</u> Advertised: <u> </u> Dates: <u> </u> Newspapers: <u> </u> Not Required: <u>X</u> Affected Parties: Notified: <u>Owner</u> Not Required: <u> </u>	Costs: Current FY <u>N/A</u> Total <u> </u> Funding Source: Capital Exp. <u> </u> Operating <u> </u> Other <u> </u> Appropriation Code: <u>BK 199PG3747</u>	Commission Action: Approved <u> </u> Approve with <u> </u> Conditions <u> </u> Denied <u> </u> Continued to <u> </u> Attachments: Back-Up Item: a) Memorandum b) Letter - Certified Return Receipt c) Photograph(s) d) Map JAN 11 1994
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Submitted by: Ron H. Babun
Ron H. Babun, County Manager

Jan. 11, 1994

recordable documents for drainage/utility easements to be dedicated to the public.

Chris Hines, representing the applicant, addressed the Board to advise he has no additional comments.

Motion by Commissioner Henley, seconded by Commissioner McLain to grant waiver to the Subdivision Platting Requirements for property located on the south side of Lake Mary Boulevard, west of Greenwood Boulevard, adjacent to the Target Store, Reynolds Metals Development Company, subject to the following: (1) Dedication of new cross-access easements to Seminole County by separate instrument prior to final approval; and (2) Provide necessary drainage information to staff regarding private easements and recordable documents for drainage/utility easements to be dedicated to the public.

Districts 1, 2, 3, 4 and 5 voted AYE.

PLANNING & DEVELOPMENT/DEVELOPMENT REVIEW

Clearance Inspector, Oroma Nwanodi, presented various condemnation requests for the Board's consideration.

Motion by Commissioner McLain, seconded by Commissioner Furlong to determine that the following unoccupied buildings are public nuisances and authorize publication of notice, service of notice and setting date for public hearings:

- (1) 775 & 785 Monroe Road, Kenneth L. Barker
- (2) 2703 Hiawatha Avenue, Bob M. Ball, Sr.
- (3) 1109 First Drive, Wayne Cleveland
- (4) 1103 First Drive, Willie M. & Martha L. Griffin and Willie Erskin Griffin
- (5) 2590 Crawford Drive, Ruth Williams
- (6) 2301 Brisson Avenue, Whitley Davis Sr., Life Estates, Turner Davis and W. Davis, Jr.

Districts 1, 2, 3, 4 and 5 voted AYE.

PLANNING & DEVELOPMENT/COMPREHENSIVE PLANNING

Comprehensive Planning Manager, Frances Chandler, addressed the Board to request direction regarding the mechanism and process to use in reviewing and preparing affordable housing

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR SEMINOLE COUNTY

IN RE: LOT 21 HARBENS ADD PG 7 PG 71 (1109 First Drive)
Public Records of Seminole County, FL, presently shown as
being owned by Wayne Cleveland and all parties having o
claiming to have any right, title, or interest in the property
described above.

S U M M O N S

STATE OF NEW YORK

TO ALL and Singular the Sheriffs of
the State of New YORK:

WHEREAS, the Board of County Commissioners of Seminole County, did on the 11th day of January, 1994, find and declared a structure located in Seminole County, to be unsafe, unsanitary, and a public nuisance; that the owner of the property (according to the property records in the Seminole County Appraiser's Office) on which the structure is located is Wayne Cleveland at 334 Wagonwheel Street, Rochester, NY 14609; that the public nuisance is a residential structure located at 1109 First Drive and further described as set forth above, and that corrective action is required to abate the public nuisance; and

WHEREAS, the Board of County Commissioners found that the following conditions constituted a public nuisance: (1) The building has been severely damaged by the elements of nature due to abandonment (2) There is trash and debris inside and outside of the building (3) This condition constitutes a potential fire hazard; and

WHEREAS, the following corrective action(s) necessary to abate the public nuisance is: To demolish and remove the building, trash and debris from the property.

NOW THEREFORE, you are hereby commanded to summon the said Wayne Cleveland and all parties having or claiming to have any right, title, or interest in the property described above, to appear before the Board of County Commissioners of Seminole County, Florida, at 1:30 P.M., at its regular hearing on the 4th day of March, 1994, at the Seminole County Services Building, Room 102B, 1101 East First Street, Sanford, Florida, to show cause, if any, why such structure should not be demolished and cleared from the property and the corrective action of abatement specified in the Notice of Public Nuisance should not be taken.

WITNESS my hand and seal this 2nd day of February 1904

MARYANNE MORSE
 Clerk to the Board of
 County Commissioners of
 Duval County, Florida.

By: Carylon Cohen
Deputy Clerk:

[illegible]

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

BK201PG0051

Exhibit E

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

G-9

Subject: CONDEMNATION - 1109 FIRST DRIVE

Department: PLANNING & DEVELOPMENT DEPT. Division: DEVELOPMENT REVIEW DIVISION

Authorized By: Tony VanDerworp (Director) Contact: Glenn Scharfstein, P.E., Manager Ext. 7330

Date Submitted: 2/22/94 Agenda Date Requested: 3/8/94 Regular ☐ Consent ☐

PUBLIC HEARING 1:30 P.M.

NOTICE/RECOMMENDATION:

Request the Board of County Commissioners to adopt the attached Resolution requiring a previously declared Public Nuisance to be razed and to be abated by (April 8, 1994), authorizing necessary corrective action to be taken in the event the nuisance is not so abated.

BACKGROUND:

RESOLUTION CONSIDERATION

- The Board of County Commissioners at its regularly scheduled meeting of January 11, 1994, considered a request from the Clearance Inspector to declare a structure located in Seminole County unsafe, unsanitary, and a public nuisance pursuant to Ordinance No. 88-16. After hearing the presentation the Board of County Commissioners declared that there exists on the hereinafter-described property a Public Nuisance.

STATEMENT OF THE PUBLIC NUISANCE

The owner of the property has had sixteen (16) months since initial inspection of the property to either renovate or demolish the building. There has been a steady decline in the condition of the property.

In the event Seminole County must take corrective action to abate the public nuisance, the cost of razing the structure and clearing the property, together with the cost incurred in the administration of the public nuisance certification, in the searching of the public records to determine ownership, and in serving the notice, shall be assessed against the owner of the affected property, and shall become a lien against the property as provided in Section 168.18, Seminole County Code.

LEGAL: LOT 21 HARDENS ADD PB 7 PG 71
further described as 1109 First Drive.

OWNER: Wayne Cleveland
294 Wisconsin Street
Rochester, NY 14609

DISTRICT: 5

Reviewed By: <u>[Signature]</u> Co. Atty. <u>[Signature]</u> DCS <u>[Signature]</u> Finance <u>[Signature]</u> Control Svcs. <u>[Signature]</u> Risk Mgmt. <u>[Signature]</u> DCS <u>[Signature]</u> Other <u>[Signature]</u> Submitted by: <u>[Signature]</u> Ron B. Baber, County Manager	Date Recd: <u>N/A</u> Advertised: <u>January 20 & 27, 1994</u> Dates: <u>February 2 & 10, 1994</u> Newspapers: <u>The Orlando Sentinel & The Sanford Herald</u> Not Required: <u>[Signature]</u> Affected Parties: <u>[Signature]</u> Notified: <u>[Signature]</u> Not Required: <u>[Signature]</u>	Current: <u>N/A</u> Total: <u>[Signature]</u> Funding Source: <u>[Signature]</u> Capital Exp. <u>[Signature]</u> Operating <u>[Signature]</u> Other <u>[Signature]</u> Appropriation Code: <u>[Signature]</u>	Conclusion Action: Approved <u>[Signature]</u> Approved with Conditions <u>[Signature]</u> Denied <u>[Signature]</u> Continued to Attachment: Back-Up Item: a) Resolution Proposal b) Notice of Public Hearing c) Summary d) Map
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BK201PG0047

MAR 8 1994

RESOLUTION NO 94 - R _____

SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY,
FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF
MARCH 8, 1994.

WHEREAS, the Board of County Commissioners declared that
a public nuisance existed on the following described property,
to wit:

LOT 21 HARDENS ADD PB 7 PG 71 ACCORDING TO THE
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA further
described as 1109 FIRST DRIVE.

at their regularly scheduled meeting of January 11, 1994; and

WHEREAS, the owner of the above-described property, is
Wayne Cleveland and a copy of the written notice and a summons
to appear before the Board of County Commissioners on March 8,
1994 was served on Wayne Cleveland; and

WHEREAS, a notice and summons were posted in a
conspicuous place on the above-described property and that
such notice and summons were combined and published once a
week for four (4) consecutive weeks in two newspapers of
general circulation in Seminole County prior to the public
hearing; and

WHEREAS, the Board of County Commissioners held a public
hearing and has determined that the public nuisance still
exists on the above-described property.

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

1. There hereby still exists a public nuisance on the
following property:

LOT 21 HARDENS ADD PB 7 PG 71, PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA, further described as
1109 FIRST DRIVE.

2. The nature of the public nuisance is:

- (a) The building has been severely damaged by the
elements of nature due to abandonment.
- (b) Foundation piers, exterior walls, porch, exterior
steps, exterior doors, floor framing and flooring,
interior partitions, roofing materials, roof
flashing, window glass, window screens and window
frames are missing or damaged beyond reasonable
repair.
- (c) Electrical service has been disconnected due to
inactivity. Electrical panels, electrical
receptacles, electrical lights, and switches are
damaged to the extent that they are a hazard.
- (d) Plumbing fixtures, plumbing drain system, are
damaged beyond reasonable repair or are
nonexistent.
- (e) There is no evidence of septic tank or drain field.
- (f) There is trash and debris inside and outside the
building.

This instrument prepared by: Orona B. Nwanodi
Seminole County Development
Review Division
January 31, 1994

BK201PG0048

(g) This condition constitutes a potential fire hazard.

(h) The condition and location of the property as is promotes loitering and creates a sanctuary for transients and drug users.

3. The owner of the above-described property, according to the property records in the Seminole County Property Appraiser's Office is:

Wayne Cleveland
294 Wisconsin Street
Rochester, NY 14609

4. In order to abate the public nuisance the following action is required:

(a) Demolish the buildings and remove the buildings from the property, and clear the property of all trash, debris, and rubbish.

5. The owner of the above-described property shall have until April 8, 1994, to take corrective action to abate the public nuisance or thereafter Seminole County shall go upon the property upon which the public nuisance exists and shall demolish the buildings and remove the buildings from the property and clear the property of all trash and debris to abate the public nuisance. The cost of demolishing the buildings and clearing the property, together with the cost incurred in the administration of the public nuisance certification, in the searching of the public records to determine the recorded owner and in serving the notice as specified in Section 168.6, Seminole County Code, shall be assessed against the owner of the affected property as provided in Section 168.18, Seminole County Code.

ADOPTED this _____ day of _____, 19____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: Dick Van Der Weide, District 3

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

_____, Chairman

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY: S. L. W.
DEPUTY CLERK

NOTICE OF PUBLIC NUISANCE

The Board of County Commissioners of Seminole County, Florida, at its regularly scheduled meeting of January 11, 1994, considered a request from the Clearance Inspector to declare a structure located in Seminole County unsafe, unsanitary, and a public nuisance pursuant to Ordinance No. 80-16. After hearing the presentation of the Clearance Inspector the Board of County Commissioners declared that there exists on the hereinafter-described property a Public Nuisance.

Description of property:

LOT 21 HARDENS ADD PB 7 PG 71
further described as 1109 First Drive.

Name and address of owner:

Wayne Cleveland
294 Wisconsin Street
Rochester, NY 14609

Description of the conditions which constitute finding of public nuisance:

- (1) The building has been severely damaged by the elements of nature due to abandonment.
- (2) Foundation piers, exterior walls, porch, exterior steps, exterior doors, floor framing and flooring, interior partitions, roofing materials, roof flashing, window glass, window screens and window frames are missing or damaged beyond reasonable repair.
- (3) Electrical service has been disconnected due to inactivity. Electrical panels, electrical receptacles, electrical lights, and switches are damaged to the extent that they are a hazard.
- (4) Plumbing fixtures, plumbing drain system, are damaged beyond reasonable repair or are nonexistent.
- (5) There is no evidence of septic tank or drain field.
- (6) There is trash and debris inside and outside the building.
- (7) This condition constitutes a potential fire hazard.
- (8) The condition and location of the property as it promotes loitering and creates a sanctuary for transients and drug users.

Corrective action required:

Demolish and remove structure, trash, and debris from the premises.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Dick Van Der Weide

Chairman

Date: 1/18/94

BK201PG0050

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR SEMINOLE COUNTY

IN RE: LOT 21 HARDENS ADD PD 7 PG 71 1109 First Drive
Public Records of Seminole County, FL, presently (shown as
being) owned by Wayne Cleveland and all parties having or
claiming to have any right, title, or interest in the property
described above.

S U M M O N S

STATE OF NEW YORK

TO ALL and Singular the Sheriffs of
the State of New YORK:

WHEREAS, the Board of County Commissioners of Seminole County, did on the
11th day of January, 1994, find and declared a structure located in Seminole
County, to be unsafe, unsanitary, and a public nuisance; that the owner of
the property (according to the property records in the Seminole County
Appraiser's Office) on which the structure is located is Wayne Cleveland of
204 WILSON STREET, ROCHESTER, NY 14609; that the public nuisance is a
residential structure located at 1109 First Drive and further described as
set forth above, and that corrective action is required to abate the public
nuisance; and

WHEREAS, the Board of County Commissioners found that the following
conditions constituted a public nuisance: (1) The building has been severely
damaged by the elements of nature due to abandonment (2) There is trash and
debris inside and outside of the building (3) This condition constitutes a
potential fire hazard; and

WHEREAS, the following corrective action(s) necessary to abate the public
nuisance is: To demolish and remove the building, trash and debris from the
property.

NOW THEREFORE, you are hereby commanded to summon the said Wayne Cleveland
and all parties having or claiming to have any right, title, or interest in
the property described above, to appear before the Board of County
Commissioners of Seminole County, Florida, at 1:30 P.M., at its regular
hearing on the 9th day of March, 1994, at the Seminole County Services
Building, Room 1020, 1101 East First Street, Sanford, Florida, to show cause,
if any, why such structure should not be demolished and cleared from the
property and the corrective action of abatement specified in the Notice of
Public Nuisance should not be taken.

WITNESS my hand and seal this 2nd day of February, 1994

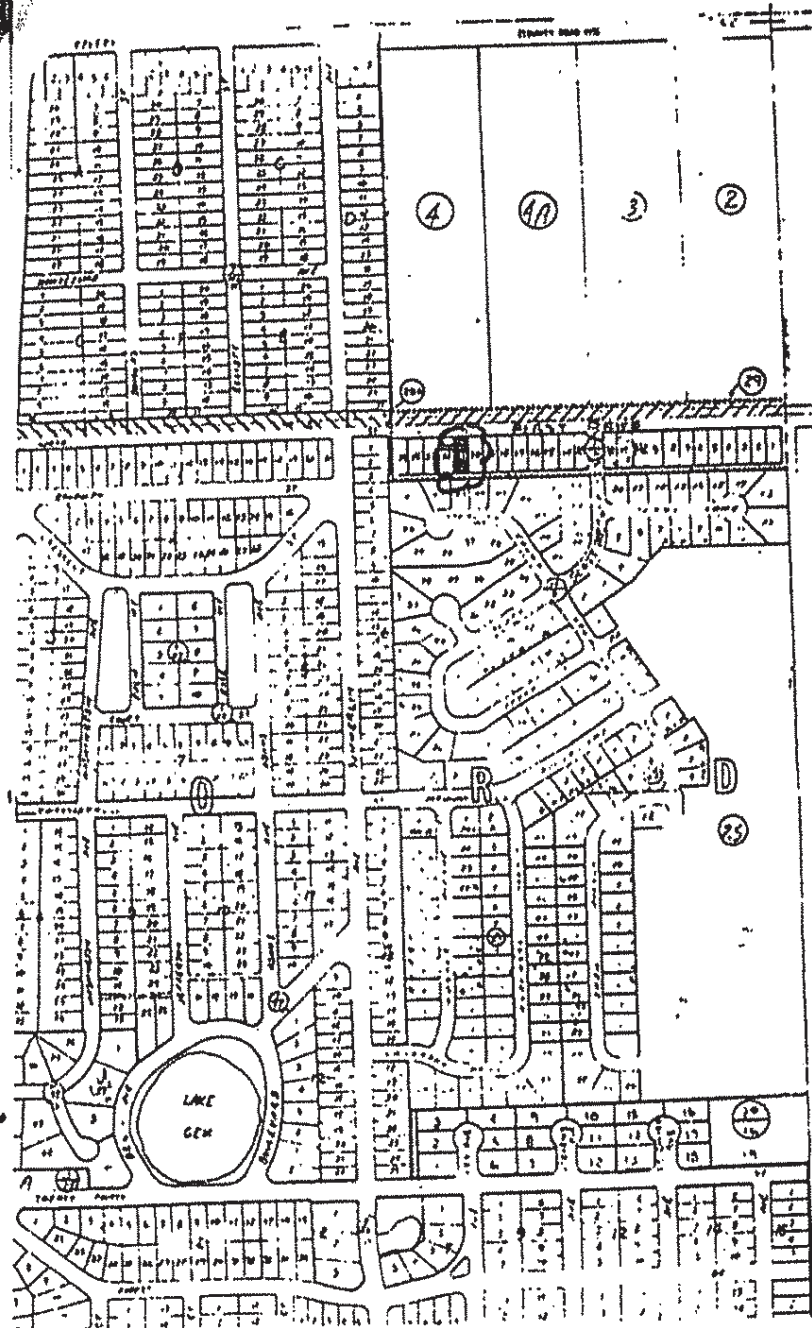
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: Carolyn Cohen
Deputy Clerk

1/17/94 JMS:mcg.vcl

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

BK201PG0051



LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

Mar. 8, 1994

has been a long-term abandoned property. Photographs regarding same were received and filed.

No one else spoke in support or in opposition.

District Commissioner McLain stated he cannot see that it is in the best interest of the public health, safety and welfare to allow this to continue without some kind of structured plan to get the house back in order. However, he said he would like to give Mr. Ball a certain amount of time to investigate other possibilities such as Habitat for Humanity in order to see if the house could be salvaged in a reasonable period of time.

Motion by Commissioner McLain, seconded by Commissioner Warren to adopt appropriate Resolution #94-R-65, as shown on page 80, requiring a previously declared Public Nuisance described as 2703 Hiawatha Avenue, Sanford, Bob M. Ball, Sr., owner, as described in the proof of publication, to be razed and abated by June 8, 1994; and authorizing necessary corrective action to be taken in the event the nuisance is not so abated, subject to Mr. Ball immediately securing the home within 30 days, making sure all entrances and windows are properly secured.

Under discussion, District Commissioner McLain stated he would expect Mr. Ball to go out tomorrow to secure the building and report back to him on the process of this.

Districts 1, 2, 3, 4 and 5 voted AYE.

CONSIDERATION OF CONDEMNATION,
WAYNE CLEVELAND

Proof of publication, as shown on page 82, calling for a public hearing to consider Condemnation of property described as 1109 First Drive, Sanford, Wayne Cleveland, owner, received and filed.

Mr. Semanisin requested adoption of resolution requiring the public nuisance to be razed and abated by April 8, 1994.

No one spoke in support or in opposition.

Motion by Commissioner McLain, seconded by Commissioner Furlong to adopt appropriate Resolution #94-R-66, as shown on page

Mar. 8, 1994

84, requiring a previously declared Public Nuisance described as 1109 First Drive, Sanford, as described in the proof of publication, to be razed and abated by April 8, 1994; and authorizing necessary corrective action to be taken in the event the nuisance is not so abated, Wayne Cleveland, owner.

Districts 1, 2, 3, 4 and 5 voted AYE.

CLERK'S REPORT - CONSENT AGENDA

Motion by Commissioner Furlong, seconded by Commissioner McLain to approve and authorize the following:

1. Expenditure Approval Lists, as shown on page 86, dated February 25 and March 8, 1994; and Payroll Approval Lists, as shown on page 106, dated February 24 and March 3, 1994.
2. Chairman to execute the following Satisfactions of Judgment for Bail Bond Liens:

Terri Lee Jewett - \$105
Dorothy Wooten - \$255
Scott Swain - \$210
William Allen Manning and Bankers Ins. Co. & (Amended)
Amwest Surety - \$629.50
Cheryl Ann Jackson and Accredited Surety & Casualty
Company, Inc. - \$629.50

Districts 1, 2, 3, 4 and 5 voted AYE.

The Board noted, for information only, the following Clerk's "received and filed":

1. Purchase and Improvement Relocation Agreements, as shown on page 108 (Bids 946 and 947) with Youngblood & Sons Building Movers, Inc., as executed by the Acting Purchasing Manager on Jan. 27, 1994.
2. Second Amendment to Copier Service Agreement, as shown on page 144, with Barson's Office Products, Inc., as executed by the Acting Purchasing Manager on Feb. 17, 1994.
3. Maintenance Bond and Certificate of Title, as shown on page 147, for Tuska Ridge Unit 4, Phase 2.
4. Recorded Resolution #93-R-225, as shown on page 154, vacating and abandoning right-of-way, for William Glenn Roy, Jr. and Richard Rivard.
5. Recorded Development Orders, as shown on page 157, for John & Gail Harbeck dated Feb. 7, 1994; Conrad & Rhonda Key dated Feb. 9, 1994; Archie Smith, President, Sanford Boat Works and Marina, dated Feb. 3, 1994; Hickman Enterprises dated Jan. 28, 1994; Dale & Teresa Coleman dated Jan. 28, 1994; Sprint United Telephone of Florida dated Jan. 24, 1994; and Orangewood Presbyterian Church dated Jan. 24, 1994.

Exhibit F

28

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

Subject: Condemnation - 1109 FIRST DRIVE

Department: PLANNING & DEVELOPMENT DEPT. Division: BUILDING & FIRE DIV.
Authorized By: Tony VanDerworp (Director) Contact: David E. Beitz Ext. 7331
Date Submitted: 9/14/94 Agenda Date Requested: 10/25/94 Regular Consent X

MOTION/RECOMMENDATION:

Request the Board of County Commissioners to assess the attached Condemnation Lien to recover costs incurred by Seminole County in abatement of a declared Public Nuisance as authorized by Resolution No. 94-R-66.

BACKGROUND:

CONDEMNATION LIEN CONSIDERATION

1. The Board of County Commissioners at its regularly scheduled meeting of March 8, 1994, considered a request from the Clearance Inspector to adopt a resolution (No. 94-R-66) requiring a previously declared Public Nuisance to be razed and abated by April 8, 1994, and authorizing necessary corrective action to be taken by Seminole County staff in the event that the nuisance was not so abated, and further authorizing the assessment of lien for the costs incurred by Seminole County in the abatement process against the owners of the property.

ABATEMENT OF THE PUBLIC NUISANCE

The property owner received a copy of the written Notice and a Summons to appear before the Board of County Commissioners on March 8, 1994 but did not appear. The Public Nuisance was not abated by the Owner. The Clearance Inspector proceeded with the abatement process. (The property was demolished on May 6, 1994.)

It is hereby requested that in keeping with Resolution No. 94-R-66, and as provided for in Section 168.10, Seminole County Code, allowing costs specified in Section 168.6, Seminole County Code (the cost of demolishing the building and clearing the property, the cost of administrating the public nuisance certification, searching public records to determine the owners, and service of notice) a Condemnation Lien for the amount of Three thousand thirty five dollars and 77 cents (\$ 3,035.77) be assessed against the owner of the property.

LEGAL: SEC 31 TWP 19 RGE 31 LOT 21 HARDENS ADD, PB 7, PG 71 further described as 1109 First Drive, Sanford FL 32771

OWNER: Wayne Cleveland
294 Wisconsin Street
Rochester, NY 14609

District: 5

Reviewed By: <u>6</u> Co. Atty. <u> </u> OMB <u>N/A</u> Finance <u>N/A</u> Central Svcs. <u>N/A</u> Risk Mgmt. <u>N/A</u> DCM <u>Kevin Grace</u> Other <u> </u>	User Dept: <u>N/A</u> Advertised: <u> </u> Dates: <u>1/20, 1/27, 2/3 & 2/10/94</u> Newspapers: <u>The Orlando Sentinel</u> <u>Sanford Herald</u> Not Required: <u> </u> Affected Parties: <u> </u> Notified: <u> </u> Not Required: <u>X</u>	Costs: Current FY <u>N/A</u> Total <u> </u> Funding Source: Capital Exp. <u> </u> Operating <u> </u> Other <u> </u> Appropriation Code: <u> </u>	Commission Action: Approved <u> </u> Approve with Conditions <u> </u> Denied <u> </u> Continued to <u> </u> Attachments: Resolution 94-R-66 Photo
Submitted by: <u>[Signature]</u> Ron H. Rabun, County Manager			

BK207PG2383

OCT 25 1994

CONDEMNATION LIEN

IN RE: SEC 31 TWP 19 RGE 31 LOT 21 HARDENS ADD, PB 7, PG 71 further described as 1109 FIRST DRIVE presently shown as being owned by WAYNE CLEVELAND and all parties having or claiming to have any right, title, or interest in the property described.

SEMINOLE COUNTY, a political subdivision of the State of Florida, asserts a claim against WAYNE CLEVELAND, his heirs or assigns for costs incurred by SEMINOLE COUNTY in the condemnation proceedings and demolition of the building, removal of materials, trash, and debris from the above described property. Said claim is pursuant to Part 1, Chapter 168, Seminole County Code, authorizing condemnation, demolition and removal, and assessment of a lien against the subject property.

The sum of Three Thousand Thirty Five and 77/100 Dollars (\$ 3,035.77) is assessed by the Board of County Commissioners and Seminole County as the reasonable costs incurred in the condemnation of the above described property. Said assessment shall bear interest at the current legal rate of interest per annum as provided by law and shall constitute a lien upon the land from the date of the assessment and shall be collectible in the same manner as liens for taxes and with the same attorney's fee, penalties for default in payment, and under the same proceedings in a court of competent jurisdiction to foreclose the lien of the assessment in the manner in which a lien for mortgages is foreclosed under the Laws of Florida.

It is further claimed that said costs are just, due, and unpaid and SEMINOLE COUNTY hereby asserts this claim against WAYNE CLEVELAND, his heirs or assigns and creates a lien upon the above described property in the amount of Three Thousand Thirty Five and 77/100 Dollars (\$ 3,035.77) as authorized by Part 1, Chapter 168, Seminole County Code.

DATED this _____ day of _____, 1994

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Chairman
Clerk of the Board of
County Commissioners of
Seminole County, Florida

By: _____
Dick Van Der Weide,

Date: _____

BK207762384

CONDEMNATION LIEN

IN RE: SEC 31 TWP 18 RGE 31 LOT 21 HARDENS ADD, PB 7, PG 71 further described as 1109 FIRST DRIVE presently shown as being owned by WAYNE CLEVELAND and all parties having or claiming to have any right, title, or interest in the property described.

SEMINOLE COUNTY, a political subdivision of the State of Florida, asserts a claim against WAYNE CLEVELAND, his heirs or assigns for costs incurred by SEMINOLE COUNTY in the condemnation proceedings and demolition of the building, removal of materials, trash, and debris from the above described property. Said claim is pursuant to Part 1, Chapter 168, Seminole County Code, authorizing condemnation, demolition and removal, and assessment of a lien against the subject property.

The sum of Three Thousand Thirty Five and 77/100 Dollars (\$ 3,035.77) is assessed by the Board of County Commissioners and Seminole County as the reasonable costs incurred in the condemnation of the above described property. Said assessment shall bear interest at the current legal rate of interest per annum as provided by law and shall constitute a lien upon the land from the date of the assessment and shall be collectible in the same manner as liens for taxes and with the same attorney's fee, penalties for default in payment, and under the same proceedings in a court of competent jurisdiction to foreclose the lien of the assessment in the manner in which a lien for mortgages is foreclosed under the Laws of Florida.

It is further claimed that said costs are just, due, and unpaid and SEMINOLE COUNTY hereby asserts this claim against WAYNE CLEVELAND, his heirs or assigns and creates a lien upon the above described property in the amount of Three Thousand Thirty Five and 77/100 Dollars (\$ 3,035.77) as authorized by Part 1, Chapter 168, Seminole County Code.

DATED this 25th day of Oct., 1994

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

 MARYANNE MORSE
 Chairman
 Clerk of the Board of
 County Commissioners of
 Seminole County, Florida

By: Dick Van Der Weide,

Date: 10/27/94

Check's No. 638320-B
 Recorded NOV 1, 1994
 at 12:27 o'clock P M and recorded in
 Book 2844 Page 1193
 of 639462 Record Verified

Clerk
 By: Dorothy Norton
 Deputy Clerk

OFFICIAL RECORDS
 BOOK PAGE
 2844 1193
 SEMINOLE CO. FL.

OFFICIAL RECORDS
 BOOK PAGE
 2844 1193
 SEMINOLE CO. FL.

MARYANNE MORSE
 CLERK OF CIRCUIT COURT
 639462

SEMINOLE COUNTY FL
 RECORDED & VERIFIED
 54 NOV -4 AM 8:02

CERTIFICATION OF COSTS

A. Demolition	\$ 2,550.00
B. Labor	\$ 75.00
C. Advertising	\$ 403.90
D. Postage, handling and photocopies	\$ 6.87
TOTAL COSTS	\$ 3,035.77

I hereby certify that the above costs were incurred in the
abatement of the public nuisance located at:

LOT 21, HARDENS ADD, PR 7, PG 71
1109 FIRST DRIVE

By: Mary Ellen Sauls
Mary Ellen Sauls
Clearance Inspector

Date: 9-1-94

CR207PG2385

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF MARCH 8, 1994.

WHEREAS, the Board of County Commissioners declared that a public nuisance existed on the following described property, to wit:

LOT 21 HARDENS ADD PB 7 PG 71 ACCORDING TO THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA further described as 1109 FIRST DRIVE.

at their regularly scheduled meeting of January 11, 1994; and

WHEREAS, the owner of the above-described property, is Wayne Cleveland and a copy of the written notice and a summons to appear before the Board of County Commissioners on March 8, 1994 was served on Wayne Cleveland; and

WHEREAS, a notice and summons were posted in a conspicuous place on the above-described property and that such notice and summons were combined and published once a week for four (4) consecutive weeks in two newspapers of general circulation in Seminole County prior to the public hearing; and

WHEREAS, the Board of County Commissioners held a public hearing and has determined that the public nuisance still exists on the above-described property.

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

1. There hereby still exists a public nuisance on the following property:

LOT 21 HARDENS ADD PB 7 PG 71, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, further described as 1109 FIRST DRIVE.

2. The nature of the public nuisance is:

- (a) The building has been severely damaged by the elements of nature due to abandonment.
- (b) Foundation piers, exterior walls, porch, exterior steps, exterior doors, floor framing and flooring, interior partitions, roofing materials, roof flashing, window glass, window screens and window frames are missing or damaged beyond reasonable repair.
- (c) Electrical service has been disconnected due to inactivity. Electrical panels, electrical receptacles, electrical lights, and switches are damaged to the extent that they are a hazard.
- (d) Plumbing fixtures, plumbing drain system, are damaged beyond reasonable repair or are nonexistent.
- (e) There is no evidence of septic tank or drain field.
- (f) There is trash and debris inside and outside the building.

This instrument prepared by: Oroma B. Nvanodi
Seminole County Development
Review Division
January 31, 1994

207PG2386

(g) This condition constitutes a potential fire hazard.

(h) The condition and location of the property as is promotes loitering and creates a sanctuary for transients and drug users.

3. The owner of the above-described property, according to the property records in the Seminole County Property Appraiser's Office is:

Wayne Cleveland
294 Wisconsin Street
Rochester, NY 14609

4. In order to abate the public nuisance the following action is required:

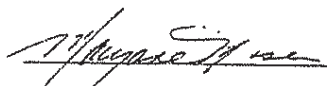
(a) Demolish the buildings and remove the buildings from the property, and clear the property of all trash, debris, and rubbish.

5. The owner of the above-described property shall have until April 8, 1994, to take corrective action to abate the public nuisance or thereafter Seminole County shall go upon the property upon which the public nuisance exists and shall demolish the buildings and remove the buildings from the property and clear the property of all trash and debris to abate the public nuisance. The cost of demolishing the buildings and clearing the property, together with the cost incurred in the administration of the public nuisance certification, in the searching of the public records to determine the recorded owner and in serving the notice as specified in Section 168.6, Seminole County Code, shall be assessed against the owner of the affected property as provided in Section 168.10, Seminole County Code.

ADOPTED this 8th day of March, 1994.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: Dick Van Der Weide, District 3

 Chairman

PHOTOGRAPHS

02NPH0.FRY

DATE: 5/6/94

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

ADDRESS: 1109 First Drive

COMPLAINT NO. 92C093



1109 First St.
5/6/94



1109 First St.
5/6/94

Oct. 25, 1994

and scheduling of public hearing, Henry & Eliza Brown, owners.

28. Chairman to execute Condemnation Lien, as shown on page 1234, in the amount of \$3,035.77, to recover costs incurred by Seminole County in abatement of property declared a public nuisance located at 1109 First Dr., Sanford, Wayne Cleveland, owner.
29. Chairman to execute Condemnation Lien, as shown on page 1235, in the amount of \$3,049.66, to recover costs incurred by Seminole County in abatement of property declared a public nuisance located at 1103 First Dr., Sanford, Willie, Martha L. and Willie Erskin Griffin, owners.
30. Chairman to execute Condemnation Lien, as shown on page 1236, in the amount of \$7,379.87, to recover costs incurred by Seminole County in abatement of property declared a public nuisance located at 661 CR 419, Chuluota, Robert S. & Joyce S. Monroe, owners.

PURCHASING

32. Withdrawal of request to Award Bid #944, Transport Capable Units to Aero Products Corp.
33. Approve Extension of A/R-278, annual requirement contract for fire alarm testing, inspection and repair to Simplex Time Recorder Co., Winter Park, at the current terms, conditions and prices for an additional thirty (30) calendar days.
34. Approve request for trade of five (5) transfer trailers, valued at \$14,000, as a swap for one (1) used 7,500 gallon bulk steel tanker trailer to D&W Sales, Inc., Knoxville, Tn, \$14,000.

OMB

35. BCR #94/312, \$550, Central Services Facilities Maintenance Fund 001, General Fund; accounting adjustment to place funds in the building line (60-62) to cover negative balance in account and to correct a mid-year adjustment.
36. BCR #94/316, \$414, Central Accounts Debt Service Fund 401, Water & Sewer Fund; to provide additional funds for paying agent fees associated with debt defeased by the 1992 Water & Sewer Revenue Refunding Bonds.
37. BCR #94/323, \$1,101, Constitutional Officers, Property Appraiser Fund 001, General Fund; accounting adjustment to place funds in correct account for purchase of chairs for Property Appraiser's office less than \$500.
38. Budget Amendment Resolution #94-R-278, as shown on page 1237, \$13,187, Fund 001, General Fund; to account for funds received from Private Industry Council (PIC) for employment program for disadvantaged youths.
39. BCR #95/03, \$28,000, Planning & Development, Administration Fund 109, Transportation Unincorporated Trust Fund; to provide funds for engineering design and permitting costs related to

PLANNING AND DEVELOPMENT DEPARTMENT

ADMINISTRATION



May 29, 2007

Wayne Cleveland
194 Salisbury Street
Rochester, New York 14609

RE: 1109 First Drive, Sanford, Florida

Dear Mr. Cleveland:

After researching the history of your property located at 1109 First Drive, Sanford Florida, staff has found the following documentation and chronology of events leading to the condemnation and demolition of said property.

- A condemnation request was submitted to the District 5 Commissioner, Jennifer Kelley, on October 30, 1992 regarding the unoccupied building located at 1109 First Drive, Sanford, Florida. A certified letter was sent to the Owner of Record on October 30, 1992, notifying the Owner as to the unsafe condition and said structure was declared a public nuisance and must be demolished and removed from the property per Seminole County Ordinance 80-16. The signed return receipt was received November 17, 1992 from the Owner. There is no record of response received by the County.
- Seminole County Ordinance 80-16 gave authorization for declaring certain buildings or structures as unoccupied and unsuitable for occupancy, unsafe or dangerous to be declared public nuisances. The ordinance provided for the demolition and removal of the structure to begin within 30 days of declaration and completed no later than 90 days after the receipt of the notice by the Owner. The ordinance provided all costs associated with the demolition and removal of nuisance structures to be paid by the Owner of said structures.
- A second condemnation request was submitted to the District 5 Commissioner, Daryl McLain, on October 4, 1993 regarding the unoccupied building located at 1109 First Drive, Sanford, Florida. A certified letter was sent to the Owner of Record on October 4, 1993, notifying the Owner the structure was declared a public nuisance and must be demolished and removed from the property per Seminole County Ordinance 80-16. The signed return receipt was received October 12, 1993 from the Owner. There is no record of response received by the County.
- On January 11, 1994 the Seminole County Board of County Commissioners approved a request to declare the unoccupied building as a public nuisance and authorization to advertise and set a date for a public hearing to determine the outcome of the structure.
- On February 2, 1994 a summons was issued to you as Owner to appear before the Board at the March 8, 1994 Seminole County Board of County Commissioners meeting regarding the nuisance structure on this property.

1109 First Drive, Sanford, Florida
May 25, 2007
Page 2

- At that meeting, the Board adopted a resolution (94-R-66) requiring the Owner to demolish and remove all debris from the property by April 8, 1994. The Board authorized staff to perform necessary corrective action in the event the nuisance was not abated by the Owner as outlined in Seminole County Ordinance 80-16.
- The property was demolished by Seminole County on May 6, 1994 as the nuisance structure was not abated by the Owner.
- At the October 25, 1994 the Board of County Commissioners approved a Condemnation Lien for the amount of Three thousand thirty five dollars and 77 cents (\$3,035.77) to be assessed against the Owner of the property for the demolition work done on the property.
- Once the Condemnation Lien was placed on the property it began to accrue interest on a yearly basis. The interest rates are set by the Florida Comptroller each year and are assessed on the judgment and interest. An estimate of the current lien with interest is \$9,190.43.

If you are interested in discussing the removal of the lien from this property, please contact me at (407) 665-7396. I will be happy to discuss the process of removing the lien with you at that time.

Sincerely,



Dori L. DeBord, AICP
Director of Planning and Development

Cc: Cindy Coto, County Manager
Don Fisher, Deputy County Manager
Bob McMillan, County Attorney

Attachments:

- Exhibit A: October 30, 1992 Letters to Commissioner and Owner
- Exhibit B: Seminole County Ordinance 80-16
- Exhibit C: October 4, 1993 Letters to Commissioner and Owner
- Exhibit D: January 11, 1994 Agenda Memorandum and BCC Meeting Minutes
- Exhibit E: February 2, 1994 Summons to Owner to appear
- Exhibit F: March 8, 1994 Agenda Memorandum and BCC Meeting Minutes
- Exhibit G: October 25, 1994 Agenda Memorandum and BCC Meeting Minutes
- Exhibit H: Yearly Interest Rate on Judgments as set by Florida Comptroller

7006 2760 0001 5017 6886

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only, No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To Wayne Cleveland
 Street, Apt. No.,
 or PO Box No. 194 Salisbury
 City, State, ZIP+4 Rochester, NY 14609

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <u>Wayne Cleveland</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Print name) <u>Wayne Cleveland</u> Date of Delivery <u>6/2</u></p> <p>C. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p><u>Wayne Cleveland</u> <u>194 Salisbury Street</u> <u>Rochester NY 14609</u></p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

7006 2760 0001 5017 6886

PS Form 3811, February 2004

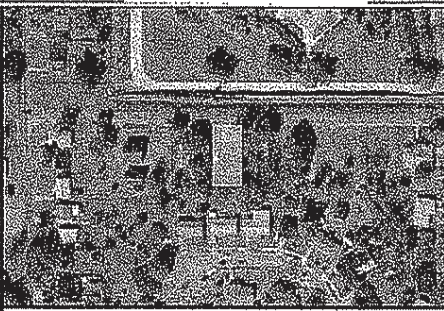
Domestic Return Receipt

102595-02-M-1540

MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY
INTEREST ON JUDGMENTS
SECTION 55.03, FLORIDA STATUTES

*INTEREST IS AT A LESSER RATE IF, "THE JUDGMENT OR DECREE IS RENDERED ON A WRITTEN CONTRACT OR OBLIGATION PROVIDING FOR INTEREST AT A LESSER RATE, IN WHICH CASE THE JUDGMENT OR DECREE BEARS INTEREST AT THE RATE SPECIFIED IN SUCH WRITTEN CONTRACT OR OBLIGATION."

EFFECTIVE PERIOD	% RATE	% PER DAY	DAYS/YEAR	COMMENTS
*JUNE 27, 1967	6	.01644	365	
*OCTOBER 1, 1977	6	.01644	365	EXCEPT JUDGMENTS OR DECREES RENDERED IN CIRCUIT COURT
*OCTOBER 1, 1977	8	.02192	365	JUDGMENTS AND DECREES RENDERED IN CIRCUIT COURT
*OCTOBER 1, 1980	10	.02740	365	
*OCTOBER 1, 1981	12	.03288	365	
BEGINNING DECEMBER 1, 1994, RATES ARE SET BY THE FLORIDA COMPTROLLER ON DECEMBER 1 ST OF EACH YEAR FOR THE YEAR BEGINNING:				
JANUARY 1, 1995	8	.02192	365	
JANUARY 1, 1996	10	.02740	365	
JANUARY 1, 1997	10	.02740	365	
JANUARY 1, 1998	10	.02740	365	
JANUARY 1, 1999	10	.02740	365	
JANUARY 1, 2000	10	.02740	365	
JANUARY 1, 2001	11	.03014	365	
JANUARY 1, 2002	9	.02466	365	
JANUARY 1, 2003	6	.01644	365	
JANUARY 1, 2004	7	.01918	365	
JANUARY 1, 2005	7	.01918	365	
JANUARY 1, 2006	9	.02466	365	
JANUARY 1, 2007	11	.03014	365	
JANUARY 1, 2008	11	.03014	365	

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY, FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508		23.0 24 25.0 25 26 28A 1ST DR 1.0 1 2.0 2 3.0 3 4.0 4 5.0 5 6.0 6 7.0 7 40.0 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100																						
GENERAL Parcel id: 31-19-31-502-0000-0210 Owner: CLEVELAND WAYNE Mailing Address: 194 SALISBURY ST City, State, Zip Code: ROCHESTER NY 14609 Property Address: 1109 1ST DR Subdivision Name: HARDENS ADD Tax District: 01-COUNTY-TX DIST 1 Exemptions: Dor: 00-VACANT RESIDENTIAL		2008 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 0 Depreciated Bldg Value: \$0 Depreciated EXFT Value: \$0 Land Value (Market): \$10,238 Land Value Ag: \$0 Just/Market Value: \$10,238 Assessed Value (SOH): \$10,238 Exempt Value: \$0 Taxable Value: \$10,238 Tax Estimator Tax Reform Calculator																						
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> <th>Qualified</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>01/1975</td> <td>01074</td> <td>0699</td> <td>\$1,000</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>SHERIFF DEED</td> <td>01/1975</td> <td>01066</td> <td>1605</td> <td>\$1,000</td> <td>Improved</td> <td>No</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	Qualified	WARRANTY DEED	01/1975	01074	0699	\$1,000	Improved	No	SHERIFF DEED	01/1975	01066	1605	\$1,000	Improved	No	2007 VALUE SUMMARY 2007 Tax Bill Amount: \$151 2007 Taxable Value: \$10,238 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS	
Deed	Date	Book	Page	Amount	Vac/Imp	Qualified																		
WARRANTY DEED	01/1975	01074	0699	\$1,000	Improved	No																		
SHERIFF DEED	01/1975	01066	1605	\$1,000	Improved	No																		
LAND <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>FRONT FOOT & DEPTH</td> <td>50</td> <td>120</td> <td>.000</td> <td>225.00</td> <td>\$10,238</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	FRONT FOOT & DEPTH	50	120	.000	225.00	\$10,238	LEGAL DESCRIPTION PLATS: <input type="text" value="Pick..."/> LEG LOT 21 HARDENS ADD PB 7 PG 71										
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value																			
FRONT FOOT & DEPTH	50	120	.000	225.00	\$10,238																			
NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																								

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Strategic Plan Update

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: Sabrina O'Bryan

EXT: 7224

MOTION/RECOMMENDATION:

Update on the progress and status of the strategic planning initiative.

County-wide

Sabrina O'Bryan

BACKGROUND:

The purpose of this briefing is to provide an update on the status and next steps of the strategic planning initiative. In late 2006, the Board authorized staff to work with a consultant to embark on a strategic planning process to identify the direction of Seminole County for the next five years. Since this time, employee surveys, community meetings, external stakeholder and Commissioner interviews were conducted. The data collected was used to identify the strategic priority as “sustaining and enhancing the quality of life” in Seminole County which includes three focus areas:

Providing an effective and efficient government.

Continuing to address growth management and the environment.

Advancing social and economic opportunities in Seminole County.

The steering committee provided oversight to employee sub-groups which further defined the focus areas by creating goals, objectives and strategic actions. Additionally, the steering committee recommended a vision, mission and values statement.

Vision Statement

To be the best county government in the United States by establishing the performance benchmark for providing public service.

Mission Statement

To deliver excellent public service that enhances quality of life and addresses our community's needs, now and in the future.

Values Statement

Accountability – I am empowered to find solutions, to go above and beyond to create an

exceptional customer experience.

Compassion – I am a part of a caring county government that values every person through compassion and respect.

Innovation – I think outside conventional boundaries, introduce new ideas, and strive to find better and innovative solutions.

Integrity – I maintain my convictions, even in the face of adversity, and my actions are consistent with my words.

Respect – I treat every person with respect and embrace differences.

Pride in Public Service – The work I do is important to improve the quality of life for our community.

The next steps for the steering committee are to:

Assign the responsible Department/Departments for each goal

Connect the Strategic Plan to the performance management system and the budget

Implement, monitor, evaluate and track progress

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Legislative Update

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: Sabrina O'Bryan

EXT: 7224

MOTION/RECOMMENDATION:

Staff to update Board on legislative activities.

County-wide

Sabrina O'Bryan

BACKGROUND:

Staff to provide an update on legislative activities.

Additionally Reviewed By: No additional reviews
