

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, AUGUST 11, 2009
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 August 24, 2009 as 4C Early Care and Education Awareness Day and recognizing the many contributions 4C (Community Coordinated Care for Children) has made in their first forty years.
2. **Presentation** – State of the Arts being presented by Margot Knight, President & CEO, United Arts of Central Florida.

Consent Agenda

County Manager's Consent Agenda (Items No. 3 - 27)

Administrative Services

Purchasing and Contracts

3. Award CC-4614-09/DRR - Wekiva Springs Interconnects in the amount of \$208,874.40 to Allstate Paving, Inc. of Orlando, Florida. (Ray Hooper)
4. Award RFP-600674-09/TLR - Government Software Solution for Agenda Management Replacement to MCCi, LLC, Tallahassee, in the amount of \$109,849.00 for the initial three (3) year period. (Ray Hooper)

Community Services

Administration – Community Services

5. Approve and authorize the Chairman to execute the Sixth Renewal, Amendment and Restatement of Volusia County Interlocal Agreement, in the amount of \$1,800.00 per certification, for Provision of Medical Examiner Services to Seminole County. (Michele Saunders)

Community Assistance

6. Request Board approval and authorize the Chairman to execute the attached Community Services Block Grant (CSBG) American Recovery and Reinvestment Act (ARRA) Contract Award Agreement between the Florida Department of Community Affairs and Seminole County in the amount of \$378,321.00. (Shirley Davis-Boyce)
7. Approve and authorize the Chairman to execute the First Amendment to Agreement, Seminole County/The Housing Authority of the City of Sanford, Florida, Tenant-Based Rental Assistance Program Subrecipient Agreement, Program Year 2008-2009. (Buddy Balagia)
8. **CDBG-R Grant Agreement** - Approve and authorize the Chairman to execute the Grant Agreement with the US Department of Housing and Urban Development in acceptance of \$648, 202 through the CDBG-R Program as funded by the American Recovery and Reinvestment Act of 2009. (Buddy Balagia)

Environmental Services

Administration – Environmental Services

- 8A. Authorize financing team comprised of the Financial Advisor, Bond Counsel, and Disclosure Counsel to proceed with preparing the Preliminary Official Statement (POS) for the next series of water and sewer bonds. Authorize PBSJ to prepare the Engineer's Report to be included in the POS. (Bob Briggs)

Fiscal Services

Administration – Fiscal Services

9. Approve the Sheriff's Office to submit grant applications to the Florida Department of Law Enforcement (FDLE) requesting the \$239,756.00 countywide allocation through the Edward Byrne Memorial Justice Assistance Program; and authorize the Chairman and Sheriff to execute the grant applications and future documents relating to the grant. (Jennifer Bero)
10. Approve and authorize the Chairman to execute the regional interlocal grant agreement with Lake County in acceptance of participation in the Public Safety Interoperable Communications Grant Program for the 700 MHz P25 Mobile Coverage Radio System Overlay project. (Jennifer Bero)
11. Approve and authorize the Chairman to execute a grant agreement with the US Department of Energy in acceptance of \$250,000.00 in funds through their Energy Efficiency and Conservation Block Grant as funded by the American Recovery and Reinvestment Act of 2009. (Jennifer Bero)
12. Authorize staff to schedule and advertise a public hearing to amend to the Seminole County Fire Service Municipal Service Taxing Unit ordinance, Section 160.12 to include the City of Winter Springs. (Lisa Spriggs)
13. Authorize staff to schedule and advertise a public hearing to be held at 1:30 P.M. on August 25, 2009 for the purpose of amending Seminole County Code 50.1 "Traffic Infraction and Citation Surcharge" increasing the surcharge from \$15 to \$30 for the maintenance of court facilities. (Lisa Spriggs)

Budget

14. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-94 through the ARRA – Community Services Stimulus Grants Fund in the amount of \$991,180.00 to increase funding for the Homelessness Prevention and Rapid Re-Housing Program (HPRP). (Lin Polk)
15. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-96 through the ARRA – Community Services Stimulus Grants Fund in the amount of \$378,321.00 to fund the Community Services Block Grant Recovery program. (Lin Polk)
16. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-98 through the American Recovery and Rehabilitation Act (ARRA) - Planning Grant Fund in the amount of \$250,000.00 to appropriate funding for energy efficiency and conservation. (Lin Polk)
17. Approve and authorize the Chairman to execute Budget Change Request (BCR) #09-17 through the Water & Sewer Operating Fund in the amount of \$31,607.00 for substitute equipment purchase. (Lin Polk)

MSBU

18. Board approve the request to schedule, advertise, and issue notice of a public hearing to consider adoption an ordinance to establish a stormwater management system benefit area with dedicated funding sources for addressing stormwater & water quality management on an equitable cost allocation basis. (Kathy Moore)

Library Services

Administration – Library Services

19. Approve and authorize the Chairman to execute the 2009 Revised Library Services Internet Use Policy for inclusion in the Administrative Code, Section 29.10. (Jane Peterson)

Planning and Development

Development Review

20. Adopt and authorize the Chairman to execute a Resolution to vacate and abandon the platted 7 feet wide utility easement situated at the east side of Lot 4, Sanlando Estates, as recorded in Plat Book 12, Page 53, of the Public Records of Seminole County, Florida, and further described as 107 Oak Street, Altamonte Springs, Florida; in Section 03, Township 21 S, Range 29 E. (Alan P. and S. Marie Hubley)
District 3 - Van Der Weide (Cynthia Sweet)
21. Authorize the release of the Winter Miles Industrial Park, Phase 1 Right-of-Way Utilization Permit Maintenance Bond #54-165981 in the amount of \$1,250.70 for the Winter Miles Industrial Park, Phase 1 Right-of-Way road improvements.
District 2 - McLean (Lee Shaffer)
22. Authorize the release of the Ruby Court -Tropical Pools and Spas, Inc. Right-of-Way Utilization Permit Maintenance Bond #0FL0575589 in the amount of \$10,000.00 for the Ruby Court - Tropical Pools and Spas, Inc. road improvements. District 1 – Dallari
(Lee Shaffer)

Planning

23. Approve the Satisfaction of Lien in the amount of \$959.32, Case No. 09-09-CEB, on 2737 Teak Place, Lake Mary, Tax Parcel # 03-20-30-5PZ-0000-0800, Lavictor and Latonya Pelt, and authorize the Chairman to execute a Satisfaction of Lien. District 5 - Carey (Tina Williamson)

Public Safety

Administration – Public Safety

24. Adopt revised Comprehensive Emergency Management Plan (CEMP) Resolution as required by the provisions of Rule Chapters 9G-6 and 9G-7, Florida Administrative Code (FAC). (Tad Stone)
25. Approve and authorize the Chairman to execute a Resolution renaming Beardall Avenue to Skyway Drive. District 5 - Carey (Tad Stone)

Animal Services

26. Approve and authorize the Chairman to execute a Resolution revising Seminole County Administrative Code, Section 20.5, Animal Services Program. (Tad Stone)

Public Works

Traffic Engineering

27. Approve and authorize the Chairman to execute the Seminole County, Seminole County Sheriff's Office and Stonehurst Community Association, Inc. Traffic Enforcement Agreement. District 1 - Dallari (Melonie Barrington)

Constitutional Officers Consent Agenda (Item No. 28 - 30) Clerk's Office (Maryanne Morse, Clerk of the Court)

28. Approval of Expenditure Approval Lists dated July 13 and 20, 2009; and approval of Payroll Approval List dated July 9, 2009; Clerk's "Received and Filed" – for information only; Clerk's Briefing.

Sheriff's Office (Donald Eslinger, Sheriff)

29. **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to expend \$2,215.00 from the Law Enforcement Trust Fund to provide for funds to implement a Narcotics Overdose Prevention and Education (NOPE) Program for middle and high school students. (Penny J. Fleming)
30. **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to contribute \$1,000.00 from the Law Enforcement Trust Fund in support of the Mustard Seed Program. (Penny J. Fleming)

Regular Agenda

31. **Solid Waste Franchise Agreements for Residential Collection Service** – a) Third Amendment and Renewal to (RFP-4234-04/AJR) Solid Waste Collection Franchise Agreement Seminole County, Florida Residential Collection Services in unincorporated County Service Area 3 with Waste Pro of Florida, Inc (Waste Pro). b) Solicit requests for proposals for a Solid Waste Franchise Agreement to provide Residential Collection Service within Service Area 1. c) Solicit requests for proposals for a Solid Waste Franchise Agreement to provide Residential Collection Service within Service Area 2. (William (Johnny) Edwards)

- **Recess BCC Meeting until 1:30 P.M.**

- **Reconvene BCC Meeting at 1:30 P.M.**

- **Public Hearing Agenda**

- **Accept Proofs of Publication**

- **Chairman's statement of Public Hearing Rules and Procedures**

Public Hearings:

32. **Kentucky Square Large Scale Future Land Use Map Amendment** – From SE (Suburban Estates) to LDR (Low Density Residential) for 27.6 acres, located at the southwest section of the intersection of Beardall Avenue and Kentucky Street, to the Department of Community Affairs. (Hugh Harling) District 5 – Carey (Ian Sikonia)
33. **(Continued from 7/28/09 BCC Meeting) Celery Avenue Large Scale Future Land Use Map Amendment** – From SE (Suburban Estates) to LDR (Low Density Residential) for approximately 89 acres, located on the north side of Celery Avenue, approximately 1,200 feet east of Sipes Avenue, to the Department of Community Affairs. **Public Hearing is Closed.** (Harling, Locklin & Associates, Hugh Harling) District 5 – Carey (Joy Williams)
34. **(Continued from 7/28/09 BCC Meeting) Seminole County Comprehensive Plan** – Text amendments to the Seminole County Comprehensive Plan to the State Land Planning Agency. **Public Hearing is Closed** (Sheryl Stolzenberg)
35. **Simonton Place (3667) Swale Easement Vacate** – Vacate and abandon a portion of a 10.00 by 93.7 foot long swale easement for Lot 28 of the plat Banyan Pointe as recorded in Plat Book 72, Page 62 – 64 of the public records of Seminole County, Florida in Section 17, Township 20 S, and Range 30 E and further described as 3667 Simonton Place. (Geoffrey and Stacy Summit) District 4 - Henley (Brian M. Walker)

Chairman's Report

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

County Manager's Report

County Attorney's Report

Items for future Agenda – Commission, Staff, or Citizens

Adjourn BCC Meeting

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

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

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA,
ON THE 11th DAY OF AUGUST, A.D., 2009.**

WHEREAS, Community Coordinated Care for Children (4C) is a private, non-profit organization that provides comprehensive early education services to residents of Seminole County and beyond; and

WHEREAS, 4C celebrates forty years of continued success and leadership in Seminole County; and

WHEREAS, the core values of 4C include uncompromising integrity, excellent fiscal responsibility, mutual respect for each other, exceptional customer service, results based management, and continuous quality improvement; and

WHEREAS, the mission of 4C is to empower the community to provide for its future through developing, coordinating and strengthening programs that care for children; and

WHEREAS, 4C has demonstrated outstanding leadership throughout the communities in which it serves since the organization was founded in 1969; and

WHEREAS, 4C was the first Child Care Resource & Referral Agency (CCR&R) in the nation to be accredited by the Council on Accreditation (COA); and

WHEREAS, 4C operates several integral community programs to help families and children in Seminole County, including a child care food program, child care providers, Head Start, child care resources & referral, school readiness, training, Voluntary Pre-Kindergarten, and child care executive partnerships.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida do hereby proclaim **August 24, 2009** as

4C EARLY CARE AND EDUCATION AWARENESS DAY

in Seminole County and call upon all citizens to recognize the many contributions 4C has made throughout Seminole County and even beyond our county's borders, both tangible and intangible, throughout their first forty years.

ADOPTED, this 11th day of August, A.D. 2009.

ATTEST:

Maryanne Morse, Clerk to the Board
of County Commissioners in and for
the County of Seminole, Florida

Bob Dallari, Chairman
Board of County Commissioners

PRESENTATION

“State of the Arts”

Presented by:

Margot Knight, President and CEO
United Arts of Central Florida

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Contract: CC-4614-09/DRR - Wekiva Springs Interconnects

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Diane Reed

EXT: 7120

MOTION/RECOMMENDATION:

Award CC-4614-09/DRR - Wekiva Springs Interconnects in the amount of \$208,874.40 to Allstate Paving, Inc. of Orlando, Florida.

County-wide

Ray Hooper

BACKGROUND:

CC-4614-09/DRR will provide all labor, materials, equipment, coordination, permits and incidentals necessary to complete the work for Wekiva Springs Interconnects Project. Work will include but not be limited to temporary jumper connections, valves, transmission piping, directional drill (with fusible PVC), jack and bore, sidewalk improvements, maintenance of services and traffic, restoration and other incidental work required to make a complete and operational system.

The project was publicly advertised and the County received ten (10) responses. The Review Committee consisting of Patti Leviti, Project Manager I; Mike Harber, Engineer; and Chip Tyre, Inspector; all of the Environmental Services Department, PEI Division reviewed the responses. Consideration was given to the bid price, experience and qualifications.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Allstate Paving, Inc., Orlando, Florida, in the amount of \$208,874.40. The completion time for this project is three hundred and thirty-five (335) calendar days to Substantial Completion, and an additional thirty (30) calendar days to Final Completion, for a total Agreement time of three hundred and sixty-five (365) calendar days from the issuance of a Notice to Proceed by the County. The back-up documentation includes the Tabulation Sheet.

The Engineer's estimate for this project was \$290,000.00, and funds are available in Minor Roads Utility Upgrades (Account #087817.560650, CIP# 00065201).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-4614-09/DRR - Wekiva Springs Interconnects in the amount of \$208,874.40 to Allstate Paving, Inc. of Orlando, Florida.

ATTACHMENTS:

1. CC-4614-09_DRR - Award Agreement (Allstate Paving)
2. CC-4614-09_DRR - Backup Documentation

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**CONSTRUCTION SERVICES AGREEMENT
WEKIVA SPRINGS INTERCONNECTS PROJECT
(CC-4614-09/DRR)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **ALLSTATE PAVING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 5284 Patch Road, Orlando, Florida 32822, hereinafter called "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 called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H :

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, including the Scope of Services (attached hereto as Exhibit A) and the solicitation package and all addenda thereto. The Work is generally described as Wekiva Springs Interconnects Project.

The Project for which the Work under the Contract Documents is a part is generally described as Wekiva Springs Interconnects Project.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean AVCON, whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822.

(b) "CEI" is the Seminole County Engineer or COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean

CH2M Hill whose address is 225 E. Robinson Street, Suite 505, Orlando, Florida 32801.

SECTION 3. CONTRACT TIME.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within three hundred thirty-five (335) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

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

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR'S responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on CONTRACTOR'S critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling

Items of Work in accordance with the Project Schedule.

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

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is TWO HUNDRED EIGHT THOUSAND EIGHT HUNDRED SEVENTY-FOUR AND 40/100 DOLLARS (\$208,874.40) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in  the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but

not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

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

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

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

SECTION 5. PAYMENT PROCEDURES.

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

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

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

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

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

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, COUNTY may withhold  additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time,

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

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



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

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

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and

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

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies  as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

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

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

(h) CONTRACTOR declares and agrees that COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2)  year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) CONTRACTOR's resident Superintendent at the Work site shall be Noble "Clark" Dickson, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be

solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints, related to alleged damage caused by CONTRACTOR's performance of the Work, within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to

deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

SECTION 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit B;
- (3) Trench Safety Act, attached hereto as Exhibit C; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit D;

(b) As the Project progresses, additional documents shall become part of the Agreement  between COUNTY and CONTRACTOR. These documents are:

- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;
- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;

- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;
- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
- (20) Consent of Surety to Final Payment;
- (21) Instructions to Bidders; and
- (22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

(c) There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 9. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the

General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.

SECTION 10. MISCELLANEOUS.

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

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

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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

receipt of which is hereby acknowledged.

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, FL 32773



For CONTRACTOR:

Allstate Paving, Inc.
5284 Patch Road
Orlando, Florida 32822

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. (See County Personnel Policy 103.0)

(b) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in *Section 112.312 (15)*, Florida Statutes, as over 5 percent) either directly or

indirectly, in the business of CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

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

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

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

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

Documents.

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

ATTEST:

ALLSTATE PAVING, INC.

, Secretary

By: _____
LENDSEY DANIEL PHILLIPS
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: _____
BOB DALLARI, Chairman

Date: _____


For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Bid Form
- Exhibit C - Trench Safety Act
- Exhibit D - American with Disabilities Act Affidavit

AEC/sjs
5/28/09, 7/14/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\CC-4614-09.doc

EXHIBIT A

Scope of Work

The Contractor will be responsible for all labor, materials, equipment, coordination, permits and incidentals necessary to complete the work for Wekiva Springs Interconnects Project. Work will include but not be limited to temporary jumper connections, valves, transmission piping, directional drill (with fusible PVC), jack and bore, sidewalk improvements, maintenance of services and traffic, restoration and other incidental work required to make a complete and operational system.

EXHIBIT B

Purchas
Copy

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Wekiva Springs Road Interconnects
COUNTY CONTRACT NO. CC-4614-09/DRR

Name of Bidder: ALSTATE PAVING INC.

Mailing Address: 5284 PATCH ROAD

Street Address: Same as above

City/State/Zip: ORLANDO, FL. 32822

Phone Number: (407) 277-5247

FAX Number: (407) 273-7146

Contractor License Number: CU CO 57090

TO: Purchasing and Contacts Division of Seminole County, Florida prubin@allstatepavingfl.com

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. NO 1 through NO 2, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth. 2

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

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

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

BID FORM

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

TOTAL AMOUNT OF BID: 208,874. ⁴⁰/₁₀₀
Numbers

Two Hundred Eight Thousand Eight Hundred
Seventy four DOLLARS + ⁴⁰/₁₀₀
(IN WORDS)

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

BID SUBMITTAL CHECKLIST

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

Section	Form	Included <input checked="" type="checkbox"/>
00100	Bid (addendum acknowledged)	✓
	Bid Security (acceptable type)	✓
00110	Trench Safety Act	✓
00120	Bidder Information (inc. W-9)	✓
00200	Non-Collusion Affidavit of Bidder	✓
00300	Certification of Non-segregated Facilities	✓
00310	Americans with Disabilities Act	✓
00320	Drug-Free Workplace	✓
00330	Public Entity Crimes	✓
00340	Compliance with Public Records	✓
	Copies of required Licenses	✓

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 24 day of JUNE, 2009.

ALLSTATE PAVING INC
(Name of BIDDER)

Philip Rubin
(Signature of person signing this BID FORM)

Philip Rubin
(Printed name of person signing this BID FORM)

Senior PM
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS bidder's bond

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

WEKIVA SPRINGS INTERCONNECTS
SEMINOLE COUNTY
BID TABULATION FORM
WATER MAIN INTERCONNECT NO. 1, INTERCONNECT NO. 2, AND MOHAWK LANE WATER MAIN
April 20, 2009

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION, DEMOBILIZATION, PERMITTING AND TESTING	LS	1	18,000 ⁰⁰	18,000 ⁰⁰
2	MAINTENANCE OF TRAFFIC	LS	1	2,500 ⁰⁰	2,500 ⁰⁰
3	EARTHWORK	LS	1	6,000 ⁰⁰	6,000 ⁰⁰
4	RESTORATION	LS	1	4,537 ⁰⁰	4,537 ⁰⁰
5	JACK & BORE, CASING (DIAMETER 18")	LF	250	220 ⁰⁰	55,000 ⁰⁰
6	UTILITY PIPE (F&I, DIP, 6" WM) RESTRAINED JOINT	LF	10	35 ⁰⁰	350 ⁰⁰
7	UTILITY PIPE (F&I, DIP, 8" WM) RESTRAINED JOINT	LF	1,030	22 ⁰⁰	22,660 ⁰⁰
8	UTILITY PIPE (F&I, PVC, 8" WM) RESTRAINED JOINT	LF	113	25 ⁰⁰	2,825 ⁰⁰
9	UTILITY PIPE (F&I, PVC, 8" WM) DIRECTIONAL DRILL	LF	628	22.50 ⁰⁰	14,130 ⁰⁰
10	UTILITY PIPE FITTING (F&I, DIP, WM)	TN	1.2	10872 ⁰⁰	13,046 ⁴⁰
11	BACKFLOW PREVENTER TEMPORARY JUMPER CONNECTION (2")	LS	3	1200 ⁰⁰	3,600 ⁰⁰
12	GATE VALVE ASSEMBLY WITH VALVE BOX (6")	EA	1	750 ⁰⁰	750 ⁰⁰
13	GATE VALVE ASSEMBLY WITH VALVE BOX (8")	EA	6	1,071 ⁰⁰	6,426 ⁰⁰
14	TAPPING COLLAR (8" X 6") AND SLEEVE WITH VALVE BOX	EA	1	3,100 ⁰⁰	3,100 ⁰⁰
15	TAPPING COLLAR (8" X 8") AND SLEEVE WITH VALVE BOX	EA	2	3,400 ⁰⁰	6,800 ⁰⁰
16	2" BLOWOFF ASSEMBLY	EA	3	750 ⁰⁰	2,250 ⁰⁰
17	FIRE HYDRANT ASSEMBLY	EA	1	2,400 ⁰⁰	2,400 ⁰⁰
18	INTERCONNECT ASSEMBLY	EA	2	22,250 ⁰⁰	44,500 ⁰⁰

WATER MAIN & RECLAIMED WATER MAIN TOTAL: \$ 208,874.40

Please write the total bid in words below:
Two Hundred Eight Thousand Eight Hundred Seventy four & 40/100

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

BID NUMBER: CC-4614-09/DRR
PROJECT TITLE: Wekiva Springs Interconnects

BID OPENING DATE: July 1, 2009 at 2:00 P.M. Eastern

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 3

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
		Allstate Paving Inc 5284 Patch Road Orlando, FL 32822	Blue Ox Enterprises LLC PO Box 520986 Longwood, FL 32752	Swell Construction Company Inc 110 E Broadway St, Ste B Oviedo, FL 32765
	Philip Rubin (407) 277-5247 (Phone) (407) 273-7146 (Fax)	Mathew Lembrich (407) 339-4800 (Phone) (407) 339-4839 (Fax)	Marion Oddis Wren (407) 971-0434 (Phone) (407) 971-0433 (Fax)	Andre Gucailo (407) 265-1113 (Phone) (407) 265-1118 (Fax)
Total Amount of Bid	\$208,874.40	\$210,000.00	\$220,181.00	\$231,475.00
Acknowledge addenda (2)	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records Law	Yes	Yes	Yes	Yes

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

BID NUMBER: **CC-4614-09/DRR** Page 2 of 3

ITEM DESCRIPTION	Response #5	Response #6	Response #7	Response #8
	R.A. Scott Construction Co P.O. Box 9667 Daytona Beach FL 32120	Mercon Construction Company 133 E Pine Ave Longwood, FL 32750	VK Jensen Enterprises Inc 3600 Rambler Ave St. Cloud, FL 34772	CWB Contractors Inc 2445 CR 2006 Bunnell, FL 32110
	Mark A. Scott (386) 238-1234 (Phone) (386) 238-7877 (Fax)	Mehrdud Moradi (407) 260-6710 (Phone) (407) 260-6714 (Fax)	Karen C. Jensen (321) 624-8014 (Phone) (407) 892-2039 (Fax)	Clinton Baylor (386) 672-0133 (Phone) (386) 672-0352 (Fax)
Total Amount of Bid	\$234,314.00	\$248,539.00	\$254,860.00	\$269,115.00
Acknowledge addenda (2)	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records Law	Yes	Yes	Yes	Yes

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

BID NUMBER: **CC-4614-09/DRR** Page 3 of 3

ITEM DESCRIPTION	Response #9		Response #10	
	American Persian Engineers & Constructors Inc 4436 Old Winter Garden Rd Orlando, FL 32811	Price Construction Inc PO Box 590062 Orlando, FL 32859	BLANK	BLANK
	Majid Fouladi (407) 522-0530 (Phone) (407) 532-8332 (Fax)	Kim Price (407) 857-7416 (Phone) (407) 857-2118 (Fax)		
Total Amount of Bid	\$320,000.00	\$384,195.00		
Acknowledge addenda (2)	Yes	Yes		
Trench Safety Act	Yes	Yes		
Bidder Information Form	Yes	Yes		
Non-Collusion Affidavit	Yes	Yes		
Certification of Non-Segregated Facilities Form	Yes	Yes		
Americans w/Disabilities Act	Yes	Yes		
Drug-Free Workplace Form	Yes	Yes		
Public Entity Crimes Form	Yes	Yes		
Experience of Bidder	Yes	Yes		
Bid Bond	Yes	Yes		
W-9	Yes	Yes		
Compliance w/ Public Records Law	Yes	Yes		

Bid Tabulated by Diane Reed, CPPB, Senior Procurement Analyst
(Posted by Diane Reed on July 2, 2009 @ 11:45 am Eastern)

Recommendation of Award: Allstate Paving Inc. (Posted July 20, 2009 @ 10:30 am)

BCC Agenda Date: August 11, 2009

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: RFP-600674-09/TLR - Government Software Solution for Agenda Management Replacement

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Tammy Roberts

EXT: 7115

MOTION/RECOMMENDATION:

Award RFP-600674-09/TLR - Government Software Solution for Agenda Management Replacement to MCCi, LLC, Tallahassee, in the amount of \$109,849.00 for the initial three (3) year period.

County-wide

Ray Hooper

BACKGROUND:

RFP-600674-09/TLR will provide for a qualified vendor to provide the County with prepackaged legislative agenda software. The scope of services includes but is not limited to, installation, set-up, training, and configuration of an off-the-shelf solution to satisfy County's needs.

This project was publicly advertised and the County received four (4) submittals in response to the solicitation.

The Evaluation Committee, which consisted of Alauddin Ali, Technology System Administrator, IT; Mark Campagna, Project Manager II, IT; Elizabeth Gaussart, Executive Assistant, County Manager's Office; Lola Pfeil, Legal Services Manager; and Stephen Price, Senior Programmer, IT, evaluated the responses. Consideration was given to the qualifications, past performance, project approach and cost.

Based on the initial evaluation the Evaluation Committee scheduled presentations from the top two (2) ranked firms listed in alphabetical order:

1. MCCi, LLC
2. SIRE Technologies

The determination of selection was based on product demonstration and overall cost to the County. The services to be rendered by the Contractor shall commence upon execution of the agreement including maintenance, support and upgrades for a three (3) year period. The agreement, at the discretion of the County may be renewed for three (3) successive one year periods not to exceed 5% of the annual maintenance and support for each additional year. The cost of the agreement is \$109,849 which includes \$43,218 for the agenda software solution; \$27,736 for training; and \$12,965 for annual maintenance, support and upgrades for the first year, and \$12,965 per year for two (2) additional years and funds are available in the General Fund (Account #00100.140630.560646, CIP#00279602).

The County expects to eliminate the issues that it is currently experiencing with the existing agenda software. Some of those issues are:

1. Lack of flexibility when arranging final agenda product.
2. Application requires time-consuming review of printed document and manual intervention to assure that published text is professional looking and presentable to the Board and public.
3. System requires manual intervention to link video with various sections of the meeting minutes.
4. The Agenda Coordinator must rely on the IT team to make adjustments to the ‘Finalized’ Agenda, which requires additional staff intervention.
5. The current system is not complete and certain functionality is currently performed by IT staff.
6. System is not very flexible for the end users.
7. System does not handle more than one meeting authority.
8. System does not provide for topical searches.

STAFF RECOMMENDATION:

Staff recommends the Board award RFP-600674-09/TLR - Government Software Solution for Agenda Management Replacement to MCCi, LLC, Tallahassee, in the amount of \$109,849.00 for the initial three (3) year period.

ATTACHMENTS:

1. Tabulation
2. Evaluation&Ranking
3. Agreement

Additionally Reviewed By:

County Attorney Review (Ann Colby)

B.C.C. - SEMINOLE COUNTY, FL

RFP TABULATION SHEET

RFP NUMBER: RFP-600674-09/TLR

RFP TITLE: Government Software Solution for Agenda Management Replacement

DUE DATE: May 27, 2009 at 2:00 P.M..

PAGE: 1 of 2

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

	Response 1	Response 2	Response 3
Submittals	BIS Digital Inc. 1350 NE 56 th St., Ste. 300 Ft. Lauderdale, FL 33334 Ph. 800-834-7674 Fx. 877-858-5611 Jade Coldren	Information Access Systems 900 S. Goldenrod Rd. Ste. C Orlando, FL 32822 Ph. 407-839-1477 Fx. 407-839-1927 Vincent Hanson	MCCI, LLC PO Box 2235 Tallahassee, FL 32316 PH. 850-576-3171 Fx. 850-701-0715 Donny Barstow
Proposer's Certification Form	Yes	Yes	Yes
Conflict of Interest Statement	Yes	Yes	Yes
Compliance with Public Records Law	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes
Cost of Proposed Solution	\$31,125.00	\$37,700.00	\$43,218.00
Maintenance & Support	\$4,762.00	-	\$12,965.00
Training	\$3,650.00	\$4,500.00	\$33,736.00

Evaluation Criteria:

- *Qualifications/Past Performance*
- *Project Approach*
- *Price Proposal*

Tabulated by T. Roberts, Sr. Procurement Analyst (Posted 5/28/2009 @4:30 PM)
 Evaluation Committee Meeting: June 4th at 1:30 PM – 1101 E. 1st St. Rm. 3223, Sanford, FL
 Short-list: MCCI and SIRE Technologies – Presentation date: 6/29/2009 (Posted 6/5/2009)
 Evaluation Committee Meeting June 30, 2009 @ 1:30 PM CSB
 Recommendation of Award : MCCI,LLC Posted 7/17/2009

B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET

RFP NUMBER: RFP-600674-09/TLR

RFP TITLE: Government Software Solution for Agenda Management Replacement

DUE DATE: May 27, 2009 at 2:00 P.M..

PAGE: 2 of 2

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

	*Response 4	Response 5
Submittals	Provox Systems, Inc. 17304 Preston Rd., Ste 800 Dallas, TX 75252 Ph. 972-733-6810 Fx. 972-733-6809 Markus Vogt	SIRE Technologies 3676 W. California Ave. Unit B100 Salt Lake City, UT 84104 Ph. 801-977-8608 Fx. 801-977-8775 Craig Wm. Petersen
Proposer's Certification Form		Yes
Conflict of Interest Statement		Yes
Compliance with Public Records Law		Yes
Drug-Free Workplace Form		Yes
Cost of Proposed Solution		\$118,874.00
Maintenance & Support		\$15,746.00
Training		\$17,888.00

***Disqualified**

***Section 2, Disqualification of Proposer:** More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

EVALUATION OF PROPOSALS
RFP-600674-09/TLR - GOVERNMENT SOFTWARE SOLUTION
FOR AGENDA MANAGEMENT REPLACEMENT

Vendor	BIS Digital	Information Access	MCCI	SIRE Technologies
Overall Ranking:	Unsatisfactory	Good	Excellent	Excellent

Evaluation Criteria:

Qualifications/Past Performance
 Project Approach
 Project Cost

Evaluators:

Evaluator #1 – Alauddin Ali, Technology System Administrator
 Evaluator #2 – Mark Campagna, Project Manager II
 Evaluator #3 – Elizabeth Gaussart, Executive Assistant
 Evaluator #4 – Lola Pfeil, Legal Services Manager
 Evaluator # 5 – Stephen Price, Senior Programmer

Presentations from the following firms:

1. MCCI, LLC
2. SIRE Technologies

The Evaluation Team Recommends award of this project to:

MCCI, LLC

Name: BIS Digital, Inc

Determined that the ten year experience requirement has not been met, therefore doesn't qualify. This was determined during Qualifications review.

Qualifications/Past Performance

Strength –

- Very good, not outstanding, no restriction on the number of users.
- Good website and good full-text search.
- Flexibility is good. Cold Fusion not necessary to purchase to use this produce the agenda on line.
- References pretty strong – some level of creditability had a large range of counties size.

Weakness –

- 2 employees that have 10 years experience rest no (question of staying power).
- Versioning and support might be limited.
- Experience situated more towards court room agendas.
- Original impression lots of manual work to set up (possible too flexible).
- Order of document numbers re-sequenced as they were moved (?? Possibly another method).
- Online agendas not robust.
- Company appears to have fallen into this from audio (?).
- Website was mainly court, few for agenda. Secondary subset of their focus.

Question: 1992 founded because the references were recent (2006 is only three years experience).

Research someone with Agenda product experience at that long. (?)

Overall Ranking: Unsatisfactory

Name: Information Access

Qualifications/Past Performance

- Lake County, Onbase – not a positive.
- Didn't notice video link, will have to be manual.
- Lot of use of scripts and configuration.
- Didn't get a warm and fuzzy from the screen shots.
- No mention of number of employees, no mention of number of supporting organizations.
- Agenda experience appears to be more with non-governmental (private corporation) than governmental.
- Letter transmittal speaking about Lake County looking to find out about how long they had been using.
- Concern that IAS established in 1997. Sounds like this had been a patient tracking system for documents
- Questions about Agenda experience

Project Approach:

- County have the On-Base software in-house which is an advantage.
- County has lot of documents are currently stored in On-Base this is the central repository for the County.
- Current system is very cumbersome, if it is going to take that much time to search for the document, then what is the point?
- Get if you communicate through flowcharts and screens, then this approach might be good. If not than not.
- MS Project is used to track the schedule of the delivery. This is not an easy program to manage
- Versatility is not present.
- Workflow for county is discussed but not their process.
- Didn't like presentation.

Cost Proposal:

- 2 options didn't understand the difference.
- We have the Agenda Workflow module they would be doing the development.
- Annual maintenance is included in our current ownership package.
- Question about who got paid: Why they were more expensive since we already own the On-Base and the process appears to be turning on a switch and then they point and click.

Overall Ranking: GOOD

Name: MCCi

Qualifications/Past Performance

- Staff maturity majority have 3-4 years, doing more software development work.
- Subsidiary of the municipal code company (they do our code).
- Does meet the length of business in agenda management experience.
- They've been working this software and have 400 agencies just for agenda management.
- They have a very solid reputation throughout the government.
- MCCi has a board of directors who have a large say in the software add-ons and growth direction.
- 20 years of good history tracking that we get as part of this package.
- City of Milwaukee loves this package.
- Good management experience, good installations agenda focus.
- Handles up to four meeting bodies which is a limitation (figure out if this is a licensing issue).
- Software warranty a little shallow.
- The screen resolution is an issue.
- Legislator doesn't use SSL but encrypted (needs clarification).

Project Approach:

- Realistic, phases explained, unlimited number of users, customization availability, click and easy to transfer documents, management phases were good, timeline was excellent and realistic.
- Remote access is available which allows the end users to see the fix and learn from the experience.
- Ability to track legislative items separately from agenda items. (Need clarification).
- Like the approach lots of experience.
- Found Product primitive and not as robust as others.
- Only work with SQL Express and Standard (clarification necessary).
- Doesn't have a skip feature which is what we want.
- Difference between hosted and in-house not clear.
- Would have liked a TOC in their presentation see AR reviewer.

Cost Proposal:

- Unlimited sites licensing good.
- Recommended solution with many modules approach, do we need all or pick our modules.
- Not speaking about hosting.
- Found the training rather expensive this was 80% of product cost.
- Concern about the modules necessary verse required.
- Handling only four meeting bodies cost of additional meeting bodies might be an issue.
- Training is biggest concern on the price.
- Clarification on page 33 items.
- Pricing to be in-line with similar produces, training a little high but within our budget.

Overall Ranking: EXCELLENT

Name: SIRE Technologies

Qualifications/Technologies

- Like their performance, experience and references are impressive.
- Product and the demo high marks.
- More robust little nuances included like contraction of meeting members.
- Good Interaction with other applications.
- The integration of video with application.
- Been around and has very good marks from other counties.
- Nicely qualified, liked the automatic retention notification (nice touch).
- Question head quarters in Salt Lake City ability to be user friendly during our company hours. Time Zone issues for support?
- Strong installations, Google-type search, strong produce for agenda preparation.
- They referred to major components with local support sub-contracted. (need clarification).
- Telephone support hot-line available 8am-8pm EST.

Project Approach

- Excellent, broke down the tasks to a precise delivery.
- Liked the video and meeting minutes integration.
- Solely focused on Agendas and broke out the team into the various subcomponent tasks. Pretty solid at all levels.
- Question with implementation timeline 44 days including training and testing, concerned with getting everything complete in that time.
- Online training has been mentioned, not a big sell feature.
- Very thorough covered all bases.
- Very intuitive approach all though narrative includes 'free' support, thought that was not real as per the pricing break-out.
- Skip a person was one of the features, doesn't mention.
- Training with this type of product needs to be an on-going training, ability to effectively continue.
- Question: only train ten people per class over 44 days? Can't train 20 people at a time? Awkward training schedule

Cost Proposal

Find them to be a little higher than expected.

Overall Ranking: EXCELLENT

**CONTRACTOR SERVICES AGREEMENT
GOVERNMENT SOFTWARE SOLUTION FOR AGENDA MANAGEMENT
(RFP-600674-09/TLR)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **MCCI, LLC**, duly authorized to conduct business in the State of Florida, whose address is P.O. Box 2235, Tallahassee, Florida 32316, hereinafter called "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 called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONTRACTOR to provide prepackaged legislative agenda software and set up, training, and configuration services in Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to furnish services to COUNTY and desires to provide its services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services and perform those tasks as further described in the MCCi Performance Work Statement and Price Proposal attached hereto and incorporated herein as Exhibit A. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and all addenda thereto.

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONTRACTOR under this Agreement shall be in the form of written Notice to Proceed issued and executed by

COUNTY.

SECTION 3. TIME FOR COMPLETION. The services to be rendered by CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed according to the Scope of Services with annual maintenance and support for three (3) years with three (3) one (1) year renewal options not to exceed five percent (5%) per year.

SECTION 4. FIXED FEE COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement in the fixed fee amount of ONE HUNDRED NINE THOUSAND EIGHT HUNDRED FORTY-NINE AND NO/100 DOLLARS (\$109,849.00), including FORTY-THREE THOUSAND TWO HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$43,218.00) for the Agenda Software Solution; TWELVE THOUSAND NINE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$12,965.00) for first year Maintenance and Support including upgrades; TWENTY-SEVEN THOUSAND SEVEN HUNDRED THIRTY-SIX AND NO/100 DOLLARS (\$27,736.00) for Training, as indicated in the Price Proposal attached hereto as part of Exhibit A; and an additional TWELVE THOUSAND NINE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$12,965.00) per year for Maintenance and Support including upgrades for year two (2) and year three (3).

(b) Payments shall be made to CONTRACTOR as follows: FORTY-ONE THOUSAND NINE HUNDRED FIFTY-NINE AND 50/100 DOLLARS (\$41,959.50) upon receipt of executed contract, TWENTY-FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE AND 70/100 DOLLARS (\$25,175.70) upon completion and acceptance of configuration phase, and the remaining balance of SIXTEEN THOUSAND SEVEN HUNDRED EIGHTY-THREE AND 80/100 DOLLARS (\$16,783.80) upon completion of Training for the initial year of the term.

Maintenance and Support including upgrades for years two (2) and three (3) will be paid annually to the CONTRACTOR upon receipt of the CONTRACTOR's invoice. Upon review and approval of the CONTRACTOR's invoice, COUNTY shall, within thirty (30) days of receipt of the

invoice, pay the CONTRACTOR the approved amount.

SECTION 5. BILLING AND PAYMENT.

(a) CONTRACTOR shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) The name and address of CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONTRACTOR for all services performed by CONTRACTOR during that month and for which COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

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:

Information Technology Services
1101 E. First Street
Sanford, Florida 32771

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

SECTION 6. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR

may be determined subsequent to an audit as provided for in subsection (b) and of this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidences 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 CONTRACTOR's office at all reasonable times during this Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (a) of this Section.

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

SECTION 7. RESPONSIBILITY OF CONTRACTOR.

(a) CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its services.

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

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for three (3) years with three (3) one (1) year renewal options not to exceed five percent (5%) per year.

SECTION 9. TERMINATION.

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

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

(2) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process. 

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or

contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CONTRACTOR had not so failed, the termination shall be 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 in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR 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, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision 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 11. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award

or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its 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 12. 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 opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY. CONTRACTOR 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, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

SECTION 15. INSURANCE.

(a) General. CONTRACTOR shall, at CONTRACTOR's own cost, procure the insurance required under this Section.

(1) CONTRACTOR 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 CONTRACTOR, CONTRACTOR 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 this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, CONTRACTOR shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. **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, CONTRACTOR 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 CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR's full responsibility for performance of any obligation

including CONTRACTOR'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 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(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 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR 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 CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at CONTRACTOR's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this

Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR 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. CONTRACTOR 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 sub-CONTRACTOR's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage 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 laws.

(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 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) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office 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 CONTRACTOR (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	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(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 COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(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 either be on an occurrence basis, or, 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 CONTRACTOR, its employees, or agents of liability from any obligation under this Section or any other portions of this Agreement.

SECTION 16. 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 17. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one or more COUNTY 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) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 18. 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 not 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 19. 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 20. 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 CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an independent CONTRACTOR with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by 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 COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 23. PUBLIC RECORDS  LAW. CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice 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:

Information Technology Services
1101 E. First Street
Sanford, Florida 32771

For CONTRACTOR:

MCCi, LLC
P.O. Box 2235
Tallahassee, Florida 32316

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the 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 CONTRACTOR.

SECTION 27. CONFLICT OF INTEREST.

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

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

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

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

ATTEST:

MCCI, LLC

, Secretary

By: _____
DONNY BARSTOW, 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: _____
 BOB DALLARI, Chairman
Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Attachment:

Exhibit A - MCCi Performance Work Statement and Price Proposal

AEC/sjs
4/30/09, 7/22/09
F:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600674-09.doc

Response to Request for Proposal

EXHIBIT A

RFP-600674-09/TLR

Government Software Solution for Agenda Management Replacement

Submitted to:

Seminole County



Opening Date:

May 27, 2009 @ 2:00 PM

May 26, 2009

Submitted by:

MCCI

A subsidiary of Municipal Code Corporation

MCCi

Municipal Code Corporation
SALES DEPARTMENT

PO Box 2235 • Tallahassee, Florida 32316
TELEPHONE (800) 342-2633 • FAX (850) 701-0715

May 26, 2009

Ms. Tammy Roberts, CPPB
Senior Procurement Analyst
Seminole County
1101 East 1st Street, Room 3208
Sanford, FL 32771

Dear Ms. Roberts-

MCCi understands that Seminole County is seeking a qualified firm to provide an agenda management replacement solution. While reviewing our response please keep in mind the advantages that MCCi offers:

- *Stability* - Municipal Code Corporation has been in business for over 50 years and works with over 3,000 government agencies across the United States.
- *Products* - MCCi focuses on products in the field of electronic document/agenda management. We have researched and evaluated the many solutions available in an effort to find the best solutions for our clients. We chose to offer Legistar because the application they offer is well suited for the agenda management challenges in the municipal environment.
- *Focus* - MCCi specializes in working with government entities and focuses our products on solutions specifically for governments. In working with governments over the past seven years, MCCi has had the opportunity to gain an in depth look into how they utilize their documents on a day-to-day basis. This thorough understanding gives MCCi the edge needed to provide our clients with a tailored solution that will meet each individual organization's needs.

If you have any questions concerning our response or desire additional information, please do not hesitate to call on our toll-free number. We appreciate your interest and hope that we will have the pleasure of working with you and Seminole County.

Sincerely,



Donny Barstow
President

<p>SUBMIT QUALIFICATIONS TO:</p> <p>Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 Attn.: PURCHASING AND CONTRACTS DIVISION</p>	<p>REQUEST FOR PROPOSAL</p> <p>and Respondent Acknowledgment</p>
<p>Contact: Tammy L. Roberts, CPPB Senior Procurement Analyst 407-665-7115 – Phone 407-665-7956 – Fax troberts@seminolecountyfl.gov</p>	<p>RFP No.: RFP-600674-09/TLR</p> <p>Government Software Solution for Agenda Management Replacement</p>
<p>Proposal Due Date: May 27, 2009 Proposal Due Time: 2:00 P.M.</p>	<p>Location of Closing: County Services Building, 1101 E. 1st Street, Room #3208 Sanford, Florida 32771</p>
<p>Respondent Name: MCCI, LLC (wholly owned subsidiary of Municipal Code Corporation)</p>	<p>Federal Employer ID Number or SS Number: 59-0649026</p>
<p>Mailing Address: PO Box 2235</p>	<p>If returning as a "No Submittal", state reason (if so, return only this page):</p>
<p>City, State, Zip: Tallahassee, FL 32316</p>	
<p>Type of Entity: <i>(Circle one)</i></p> <p>Corporation Partnership Proprietorship Joint Venture</p>	<p>X  Authorized Signature (Manual)</p>
<p>Incorporated in the State of: Florida</p>	
<p>Telephone Number: 850.576.3171</p>	<p>Typed Name: Donny Barstow</p>
<p>Toll Free Telephone Number: (800) 342.2633</p>	<p>Title: President</p>
<p>Fax Number: 850.701.0715</p>	<p>Date: 5/26/09</p>

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant understands the proposed work requirements.

Required Submittals

Letter of Transmittal

Letter of Transmittal: The proposal letter shall be addressed to the County Purchasing and Contracts Division and shall include at a minimum the following:

- Name of Individual, Partnership, Company, or Corporation submitting proposal;
- County's Request for Proposal (RFP) number;
- Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
- Signature(s) or representative(s) legally authorized to bind the Proposer.

Company Name:

MCCi, LLC (wholly owned subsidiary of Municipal Code Corporation)

County RFP Number

RFP #: RFP-600674-09/TLR

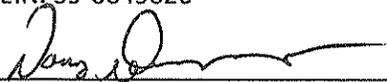
Agreement to Terms and Condition:

MCCi agrees to the terms and conditions with the following exceptions: MCCi will request a waiver of subrogation once there is an insurable interest between Seminole County and MCCi. MCCi cannot comply with the 30 day cancellation notice. In no event shall MCCi's total liability to the Client exceed the project fees paid to MCCi by the Client

MCCi Authorization Contact:

Donny Barstow – President
MCCi, LLC (wholly owned subsidiary of Municipal Code Corporation)
PO Box 2235
Tallahassee, FL 32316
P: 800-342-2633
F: 850-701-0715
dwb@mccinnovations.com
FEIN: 59-0649026

Signature:



Corporate Information

Corporate Information: If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

MCCi Response

MCCi is a wholly owned subsidiary of Municipal Code Corporation and is certified with the Florida Secretary of State.

Summary of Litigation

Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that Bidder provides in the regular course of business.

MCCi Response

MCCi does not have any litigation to report.

License Sanctions

License Sanctions: List any regulatory or license agency sanctions within the past 5 years.

MCCI Response

MCCI does not have any license sanctions to report.

Proposer's Certification

Proposer's Certification: Complete the "Proposer's Certification Form" included in this proposal package as indicated.

Attachment A
PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business _____

By: *[Signature]*
Signature

Donny Barstow, President
Name & Title, Typed or Printed

PO Box 2235
Mailing Address

Tallahassee, Florida 32316
City, State, Zip Code

(800) 342.2633
Telephone Number

Sworn to and subscribed before me

This 26th day of

May 2009

[Signature]
Signature of Notary

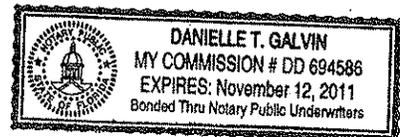
Notary Public, State of _____

Personally Known

-OR-

Produced Identification _____

Type: _____



Attachment B
Conflict of Interest Statement

STATE OF FLORIDA)
) ss
COUNTY OF Leon)

Before me, the undersigned authority, personally appeared Donny Barstow, who was duly sworn, deposes, and states:

- I am the President of MCCI, LLC (wholly owned subsidiary of Municipal Code Corporation) local office in Tallahassee, FL and principal office in Tallahassee, FL.
- The above named entity is submitting an Expression of Interest for the Seminole County project described as RFP-600674-09/TLR - Government Software Solution for Agenda Management Replacement
- The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
- The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
- Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
- Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
- I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
- In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this 26 day of May, 2009.

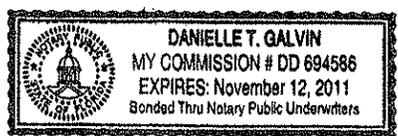
Name of Affiant: Donny Barstow (Signature) Typed
Title: President

Sworn to and subscribed before me this 26th day of May, 2009.

Personally known

OR Produced identification
(Type of identification)

Notary Public - State of Florida
My commission expires 11/12/11
(Printed typed or stamped commissioned name of notary public)



Attachment C
Compliance with the Public Records Law

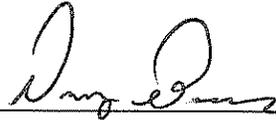
Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: MCCi, LLC (wholly owned subsidiary of Municipal Code Corporation)

Authorized representative (printed): Donny Barstow, President

Authorized representative (signature): 

Date: 5/26/09

Project Number: RFP-600674-09/TLR

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment D

DRUG-FREE WORK PLACE FORM

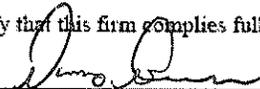
The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

MCCI, LLC (wholly owned subsidiary of Municipal Code Corporation)
does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

MCCI, LLC (wholly owned subsidiary of Municipal Code Corporation)

Firm
5/26/09
Date

Form **W-9**
 (Rev. January 2005)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Municipal Code Corporation *Kendor # 207520 (R)*

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
PO Box 2235

City, state, and ZIP code
Tallahassee, FL 32316-2235

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								
5	9	0	6	4	9	0	2	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person *Michelle S. Egan, CFA* Date *5/26/09*

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Qualifications/Past Performance

The Proposer shall include qualifications and past performance of the firm/individual(s) who will provide the services, including resumes. The submission must include:

- A. List of Proposer's personnel, by name and title, contemplated to perform the work described herein. Include statement of credentials, education, experience, certifications and all pertinent information to demonstrate capabilities.

MCCi Response

Key Personnel

MCCi brings a dedicated staff of employees focused specifically on providing our clients with the most reliable solutions available. MCCi currently employs a total of 22 employees. The following are key personnel that would be associated with the project and their qualifications.

Donny Barstow, President

Donny is President of the company and has been with MCCi since 2000.

- Key Responsibilities
 - Upper level decision making
 - Enterprise level client consultation
 - Research & product development
 - Educational speaker
- Experience and Skills
 - 8 years experience in working with government agencies
 - 6 years experience in upper-level management
- Education/Certifications
 - B.S in Management Information Systems from Florida State University
 - MBA from University of Florida

Dale Barstow, Vice President of Sales

Dale has been with the company since 1971 and currently serves as Vice President of Sales.

- Key Responsibilities
 - Managing Sales Staff
 - Upper Level Client Consultation
 - Municipal Conference Attendance
 - Company Pilot
- Experience and Skills
 - 31 years experience with Municipal Government
 - Honorary Clerk for International Institute of Municipal Clerks,
 - President of the IIMC Municipal Clerks Education Foundation
 - Honorary Clerk in the States of Florida, Texas, North Carolina and Missouri
- Education/Certifications
 - Embry-Riddle Aeronautical University

Phillip Claiborne, Chief Information Officer

Phillip has been with the company since 2002 and currently serves as Chief Information Officer.

- Key Responsibilities
 - Managing Internal Network Infrastructure
 - Upper Level Client Support

Management of IT Support Staff
Management of Programming and Development Staff
Research and Development

- Experience and Skills
10 years extensive experience supporting, designing and administering corporate network environments.
- Education/Certifications
B.S. in Management Information Systems from Florida State University
CompTIA Certified A+, Net+
Microsoft Certified Systems Administrator
MBA from University of Florida

Doug McNease, Information Technology Director

Doug has been with MCCi since 2006 and currently serves as IT Director.

- Key Responsibilities
Managing MCCi Technical Staff
Scheduling of Software Installation
Senior Level Project Management
Internal Technical Support
Upper Level Customer Technical Support
- Experience and Skills
5 years technical support
5 years database design and administration (MSSQL)
6 years web-enabled application development
- Education/Certifications
B.S. in Marketing from Florida State University School of Business

Rigo Ruiz, Senior Project Manager

Rigo has been with MCCi since 2006 and currently serves as Laserfiche Installation and Training Technician. He is located in Edinburg, Texas.

- Key Responsibilities
Project Management
Software Installation and Support
Customer Technical Support
- Experience and Skills
12 years experience in customer support
6 years experience with Laserfiche software
- Education/Certifications
B.S. in Mathematics from the University of Texas Pan American

Eric Rush, Project Manager

Eric has been with MCCi since 2006 and currently serves as a Project Manager and Installation and Training Technician for the company.

- Key Responsibilities
Project Management
Software Installation and Training
Technical Support
Pre-Sales Technical Assistance
- Experience and Skills
16 Years with document imaging and management practices
14 Years experience in working with municipal governments
14 Years information technology experience

- Education/Certifications
CompTIA CDIA (Certified Document Imaging Architect)
CompTIA A+, Net +
Microsoft MCP, MCDST

Scott Chromik, Project Manager

Scott has been with MCCi since 2006 and currently serves as Laserfiche Installation and Training Technician for the company.

- Key Responsibilities
Software Installation and Training
Customer Technical Support
Data Migrations and Upgrades
- Experience and Skills
Scott has completed over 60 Laserfiche installations
These include enterprise level.projects
CompTIA Certified Document Imaging Architect (CDIA+) Certified
CompTIA A+ Certified
Certified Deployment Technician
5 years experience in information technology field
- Education/Certifications
B.S. from the College of Information with a concentration in Network Management from Florida State University
MBA from Nova Southeastern University

Michael Widner, Solution Developer

Michael has been with MCCi since 2005 and currently serves as Solution Developer for the company.

- Key Responsibilities
Software Customizations and Programming
Software Installation and Training
Project Management
Data Conversion
Customer Technical Support
- Experience and Skills
8 years in the information technology field
2 years in Project Management
5 years software development and technical support roles
- Education/Certifications
B.S. in Computer Information Science from University of West Florida

Theo Matthews, Solution Developer

Theo has been with MCCi since 2005 and currently serves as Solution Developer for the company.

- Key Responsibilities
Software Customizations and Programming
Software Integration Solutions
Data Conversion
Project Management
Customer Technical Support
- Experience and Skills
5 years Web and Software Development
4 Years Technical Support
- Education/Certifications
B.S. in Computer Science and Software Engineering from Florida State University

Kyle Molter, Account Support Representative

Kyle has been with MCCi since 2007 and currently serves as a Laserfiche and MuniAgenda Support and Laserfiche Training Technician for the company.

- Key Responsibilities
 - Software Installation and Training
 - Customer Technical Support
 - Support Website maintenance and updates
- Experience and Skills
 - 5+ years personal/professional experience in information technology field.
 - Knowledgeable in HTML, XML, XSLT.
- Education/Certifications
 - A.S. from ITT Technical Institute in Computer Networking
 - CompTIA CDIA+ Certification

Alexis Blue, Senior Account Manager

Alexis has been with MCCi since 2005 and currently serves as the Senior Account Manager

- Key Responsibilities
 - Pre-client consultation
 - Conduct product demonstrations via the web
 - Manage existing customer accounts
- Experience and Skills
 - Over 2 years of experience with document imaging and management practices
 - Over 2 years experience in working with municipal governments
- Education / Certifications:
 - CDIA+ Certified Document Imaging Architect
 - B.S. in Management and Multinational Business from Florida State University

Krysten Claiborne, Office Manager

Krysten has been with MCCi since 2003 and currently serves as Office Manager.

- Key Responsibilities
 - Manage and support Administrative Staff
 - Monthly Financial Reports
 - Project Management
- Experience & Skills
 - 5 Years of experience with document imaging and management practices
 - 5 years experience in working with municipal governments
 - 3 years experience in management
- Education/Certifications
 - B.S. in Human Sciences from the Florida State University

- B. Describe the company's background including length of time in business (minimum the (10) years providing prepackaged Legislative Agenda Software required). Note any parent/subsidiary relationships. Company size, number of employees, full and part-time, etc.

MCCi Response

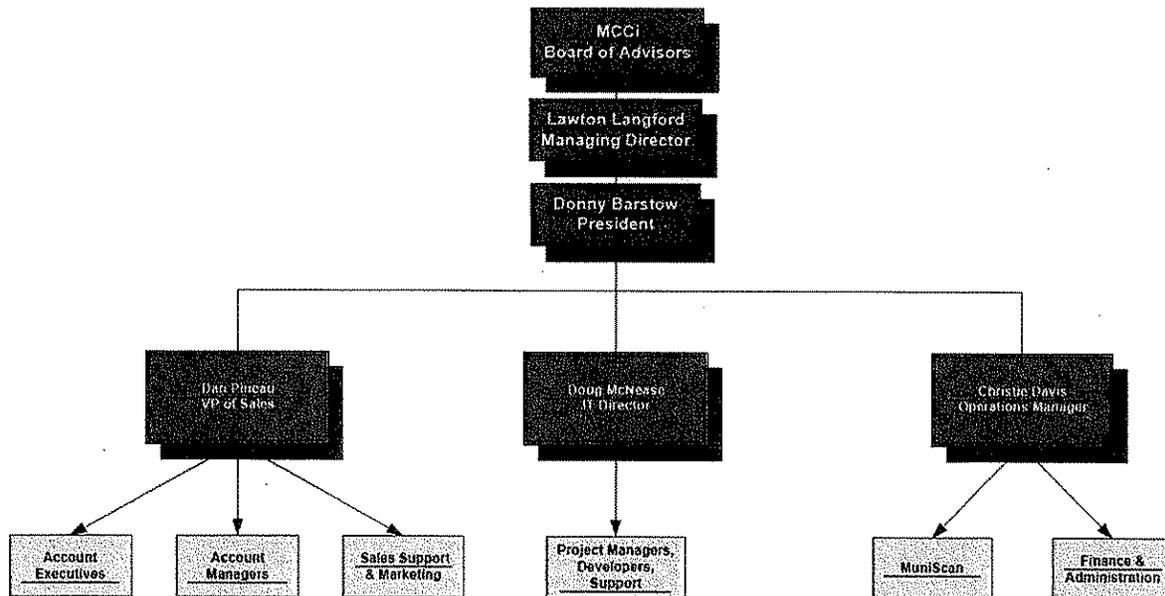
Company Background

MCCi, a subsidiary of Municipal Code Corporation (The nations leading codifier for local government serving over 3,000 city/county government agencies), has been providing Electronic Records Management and Agenda Automation Solutions to its clients since 1998. In 1998, Municipal Code Corporation (MCC) created a document imaging division, which subsequently evolved into MCCi in the summer of 2003. This allowed MCCi to provide its customers with a higher level of service, but still benefit from the stability and credibility of MCC. MCCi is headquartered in Tallahassee, Florida with satellite offices in Carlisle, Pennsylvania, Fort Worth, Texas, and Edinburg, Texas. With a client base of over 400 government agencies, we are striving to be the leading Electronic Records Management and Agenda Automation/Legislative Management provider in the United States. Over the past nine years, MCCi has had the opportunity to gain an in depth look into how government organizations utilize their documents on a day-to-day basis. This thorough understanding has provided MCCi the edge needed to provide our clients with a tailored solution that will meet each individual organization's needs. Our goal is to develop solutions that will enable our customers to increase efficiency, productivity, and internal organizational structure.

Ownership Structure

MCCi's corporate structure is a Limited Liability Company and it is a subsidiary of Municipal Code Corporation. MCCi's governance is directed by a Board of Advisors consisting of six people, four of whom are not insiders to the company. Strategic and tactical issues identified by the Board are executed by the President and the Leadership team. MCCi's employee headcount as of March 2009 is 22 employees.

**MCCi
2008 Organizational Chart**



Company Officers

MCCi

Lawton Langford – Managing Director

Donny Barstow – President

Municipal Code Corporation

Lawton Langford – President/CEO

Rick Grant – Executive Vice President

Michelle Eagen – Secretary / Treasure

MCCi Authorization Contact:

Donny Barstow – President

MCCi, LLC (wholly owned subsidiary of Municipal Code Corporation)

PO Box 2235

Tallahassee, FL 32316

P: 800-342-2633

F: 850-701-0715

dwb@mccinnovations.com

FEIN: 59-0649026

Company Products & Services

MCCi offers a wide variety of electronic records management products. We have researched and evaluated many solutions available in an effort to find the best products that meet our clients' needs. In doing so, we have formed several strategic partnerships with leading technology companies such as Laserfiche, Daystar, Brandt, Fujitsu and Ideal. We chose to ally with these software companies because the applications they offer are well suited for the records management challenges in the municipal environment.

- Document Imaging Software - Laserfiche
- Records Management Software - Laserfiche
- Agenda and Legislative Management Software – Legistar
- Contract Management Software – Contract Assistant
- Professional System Configuration, Installation and Training Services
- Data Conversion Services – MuniScan
 - Document Scanning and Indexing
 - Fiche/Film Conversion
 - Large Format Document Scanning Services
 - Bound Book Scanning Services

- C. List three (3) governmental client references for which your company provided similar services as requested in this RFP. Provide a brief description of similar work satisfactorily completed, including governmental agency, dates of contracts, names and addresses of clients/owners, and contact person. List the address, telephone number, fax numbers and/or e-mail addresses.

MCCi Response

References

MCCi has provided the following references as requested by the Client along with case studies for the Client's review. A complete listing of Legistar Clients can be provided upon request.

	<p>Client Name: <i>Palm Coast, FL</i> Contact: Clare Hoeni Contact Title: City Clerk Contact Telephone Number: 386-986-3715 Contact Email: choeni@ci.palm-cost.fl.us Address: 2 Commerce Blvd Palm Coast, FL 32164 Services Provided: Agenda/Legislative Management</p>
	<p>Client Name: <i>Allegheny County, PA</i> Contact: John Mascio Contact Title: County Clerk Contact Telephone Number: 412-350-6495 Contact Email: jmascio@alleghenycounty.us Address: 436 Grant Pittsburgh, PA 15219 Services Provided: Agenda/Legislative Management</p>
	<p>Client Name: <i>Milwaukee, WI</i> Contact: Ron Leonhardt Contact Title: City Clerk Contact Telephone Number: 212-788-9061 Contact Email: mislall@council.nyc.gov Address: 200 East Wells Street Milwaukee, MI 53202 Services Provided: Agenda/Legislative Management</p>

Detailed Installation Case Study References

Agency Name: City of Milwaukee, WI
Address: 200 East Wells Street, Milwaukee, WI 53202
Contact Person: Ron Leonhardt, City Clerk, 414-286-3781
Dates of Service: Milwaukee is Daystar's oldest client installed since 1987. In 3rd quarter 2005, Milwaukee completed the latest upgrade to version L5 with InSite interface, as proposed here. Milwaukee has just completed an installation of the On-line submittal module in 2006, and subscribes to the InSite Matrix disaster recovery service.

Project Description

"The City of Milwaukee has been using Legistar since 1987, so our savings over the years have been substantial."
Ron Leonhardt, City Clerk

"I just wanted to commend the Clerk's Office on the implementation of Legistar. It is a wonderful tool and greatly assists me in my daily job responsibilities. Thanks!"
Vanessa Koster, Development Dept.

Awarded contract in response to an RFP. Project included system design, project implementation, unlimited site license, workflow Analysis, database setup and data load, operational administrative set-up including agenda section definitions, logo, etc., on-site training and help desk courses for 4 administrators and 10 end-users, plus subsequent user support. Milwaukee has received 3 major product upgrades and numerous updates under annual maintenance, along with enhancements and customizations provided as requested.

The city has recently completed an upgrade to the most recent Legistar .Net version L5 as proposed here. For each upgrade event, the database information was converted in its entirety providing an accurate, fully automated agenda management and tracking system, for over 20 years of uninterrupted operation and legislative tracking history.

The project was delivered in significantly the same phase methodology proposed here.

Agency Name: King County, Washington
Address: King County Courthouse, 516 3rd Avenue, 12th Flr, Seattle, WA 98104
Contact Person: Anne Noris, Clerk of the County, 206-296-0364
Dates of Service: Original project began in 1998 and completed by 1999 with subsequent upgrades in 2001 and 2003 to release V4.8 and InSite installation scheduled for late 2005

Project Description

"Legistar has continued to save time as we have become more adept at using it. The addition of the Web module has also increased our time savings, as people are now able to find the information for themselves. While I have not quantified the dollar savings, we are not filling a soon-to-be vacant position, because with Legistar, we have substantially cut our need for staff."
Anne Noris, Clerk of the County Council

Awarded contract in response to an RFP. Project implementation included unlimited user site license, Gap Analysis, database setup and data load, operational administrative set-up including agenda section definitions, logo, etc., on-site training and help desk courses for 4 administrators and 112 end-users, plus subsequent user support.

King County was also one of the first clients to implement the Web access suite for constituents and was the subject of a 2001 automation case study article for American City & County highlighting Legistar and the technical advancements by local government.

Agency Name Allegheny County, PA

Address Allegheny County Administration, 436 Grant St., Pittsburgh, PA 15219

Contact Person John Mascio, County Clerk, 412-350-6495

Dates of Service Project began in April, 2001 and fully operational by October, 2001. Allegheny has just completed the installation of the Legistar Granicus Streaming video interface in 2006.

Project Description Awarded contract in response to an RFP. Project implementation included unlimited user site license, Gap Analysis, database setup and data load, operational administrative set-up including agenda section definitions, logo, etc., on-site training and help desk courses for 4 administrators and 16 end-users, plus subsequent user support.

"Legistar has made looking up information and tracking legislation a breeze. The information is not only easily accessed, but extremely accurate and informative."

John Mascio, Chief Clerk

Most recently, Allegheny County has installed the Legistar/Granicus Video hosting interface component.

Agency Name City of Long Beach, CA

Address 333 West Ocean Boulevard, Long Beach, CA 90802

Contact Person Merianne Nakagawa, Clerks Office - Special Project Coordinator

Telephone Number (562) 570-6600

Dates of Service March, 2004 – May, 2005

Project Description Awarded contract in response to an RFP. Project implementation included unlimited user site license, Gap Analysis, database setup and data load, operational administrative set-up including agenda section definitions, logo, etc., on-site training and help desk courses for 4 administrators and 8 end-users.

"We are currently using Legistar 5.0 and Granicus for our legislative information management system. We are very pleased with how they both work for us. We already have realized savings over the past three fiscal years, and we look forward to further savings and efficiencies"

Larry Herrera, City Clerk

The final implementation included a number of customizations and integrations with several third party products. In addition, this includes Daystar's InSite and the meeting video component from Granicus that provides indexed meeting video integrated with the Legistar agenda manager component.

Project Approach

Proposer shall explain the Scope of Services as understood by the Proposer, detail the approach and activities to be undertaken in providing the requested deliverables. The proposal shall include the following information:

MCCI Response

MCCI has read and understands the intent and desired goals of the RFP and is proposing the Legistar legislative business workflow and agenda management system to meet or exceed those expectations. Legistar is an easy-to-use software application that manages and completely automates the various agenda processes from creation through the recording of the Boards' minutes and final printing and publication. The system utilizes industry-proven SQL, and .NET technology to provide a fully browser-accessible system for both staff and public users.

The system is provided as either a hosted service or locally installed site license and includes unlimited users, records, and meeting events. As a result, Legistar will allow for the creation of multiple types of agendas, such as Planning Commission Meetings, Board Meetings, etc. Furthermore there are numerous system settings to allow the system to be custom configured to match the requirements of the Client.

In addition to the state-of-the-art workflow technology, Legistar allows the users to utilize existing imaged and stored third party files and other records as well as incorporating electronic signatures, e-mail, and document management processes to generate an electronic agenda.

The fully automated processing and management of the Council Report within Legistar, allows members to be able to review the complete real-time agenda information as well as supporting information and background history detail on their laptops. The system can also provide stored output in PDF or Word format which can also be downloaded to a member's PC and allow users to create notes during the meeting. To every extent possible, the Legistar system will reduce or eliminate the need for paper documentation and can replace the printed agenda in most cases.

Finally, upon final approval, the agenda and minutes can be automatically published to the web as easily as sending the finished document to a printer. This provides the complete electronic agenda packet and other historical information on-line, where they can be accessed and searched.

Legistar also includes after the meeting features needed such as sending letters, creating final legislation, and other reporting tools needed to track different aspects of the meeting.

- A. General Information. Explanation of the Proposer's approach plan to support the needs and objectives of the procurement as set forth in this RFP and the Scope of Services. Clearly defined features of the proposed agenda software solution.

MCCi Response

MCCi understands that the county is pursuing an "off-the-shelf" and configurable solution. Legistar meets this definition, and MCCi is unique as a provider because of past experience with customizable solutions (similar to what the county is using today) and knows first-hand the benefits that accompany a fully configurable solution.

MCCi also understands the county's goal to parallel test by September 1st 2009, and that goal is attainable, but would be at risk if there are delays in the contract process that follows the county's selection process.

Legistar and MCCi have been in the business of providing Agenda Management solutions for a period of 10 years or more.

- B. Technical Plan. This shall include an explanation of the work procedures and processing system and resources to be utilized. Compatibility with the established technical environment of Seminole County. Implementation plan and time lines.

MCCi Response

1) Procedural Overview

MCCi Project Management

MCCi will assign a Legistar Project Manager to work with the Client to make sure that the project is completed successfully and in a reasonable time frame. The Pricing information includes an estimate for project management time based on the expected project length.

Implementation Team

MCCi will gather preliminary information and samples and will then send a team of specialists on-site. Depending on the scope of the project and the experience of the team members assigned, the installation team may be made up of one to three members consisting of project management, trainer, or technical staff as needed.

Phase Acceptance

At the conclusion of the configuration phase of the project schedule, MCCi and Client Project Managers will evaluate the deliverables. Upon the consent of the Client Project Manager, a formal phase completion sign-off will be executed. Consent of the Project Manager will be based on satisfactory delivery and completion of that phase. Consent will not be unreasonably withheld.

Documentation

MCCi provides its documentation in digital form and permits the Client to reproduce the manual and material entirely or in sections as needed.

2) MCCi Project Management

MCCi Project Management services are overseen by certified MCCi professionals. MCCi administers these services and concentrates on defining business requirements and the deliverables that follow. Our project management services not only serve the consulting needs of a project, but can also mitigate many risks that are inherent in a new project. Risks such as scope creep, unforeseen needs (people, conversions, integrations, equipment), and unknown stakeholders, can be identified and cleared up in the very beginning of the project.

Project management challenges: There are several challenges facing customers in deploying an enterprise solution.

- Project risk – a large percentage of failed projects are due to poor planning
- Competition for internal resources
- Project backlogs and timelines
- Excessive maintenance/costs – if proper planning is not done
- Ineffective communication between end users and technical lead

Project management promise: The effective use of this time will directly address these challenges and will allow the client to:

- Make informed decisions on system implementation issues
- Avoid quick and dirty solutions
- Use MCCi as the internal resource required to lead the session
- Reduce project backlogs and time to implementation
- Actively address the communication between end users and technical lead
- Improve the probability of a successful project

MCCi includes these services to insure project success. Proper planning requires a leader, dedicated time, feedback, and rapid execution by everyone involved.

3) Client Project Management

General

The Client will assign a Project Manager to be the coordinator and primary Client liaison for the project. This person should have authority to provide approval of project scheduling, customization/modification requests, tasks delivered, and perform all the Client-side project organization tasks. Client project management responsibilities include:

- Analysis scheduling with Client staff
- Document and worksheet completion and reply
- Prototype and report approvals
- Phase approvals
- Coordinate training room and staff training schedule with MCCi project management
- Oversee and approve testing and rollout
- Coordinate all other communications, scheduling and approval events.

Project Implementation

During the course of the project, Client technology staff will be involved at various times during each phase. Beginning with the Analysis phase, the MCCi technical manager will work directly with the Client IT staff to determine any specific hardware requirements regarding equipment, operating system environmental needs, and other technology related issues to support the final configuration of users and ancillary purposes. In the case of the local licensing option, this includes technical assistance with the installation of the appropriate Microsoft SQL Server license as required.

However, typically, there is relatively little overhead time or resources required of the Client IT department, beyond initial involvement with equipment purchase and network setup as needed. MCCi will be installing the Legistar system remotely via Internet access to the appropriate system server. On-going technical support will be provided by MCCi as needed during each supplemental phase of the project.

Client Legistar Administrator

The Client's Legistar Administrator is responsible for all Workflow Settings, Base Data, Language Settings, Report Settings, Workgroup Assignments, and Legistar User Access. This person has access to all of the data stored in the Legistar data base only through the Application interface.

The Legistar Administrator should be under the authority and direction of the person or office responsible for legislative documents and information, agenda generation, meeting support, data query, and workflow management. Typically, this is the Office of the Clerk, although it may also be Agenda Management under the Manager, or the Council President's Office. It is rarely the IT department.

The Legistar Administrator is not required to be associated with any Windows System Administrator account. The Legistar administrator only needs the necessary permissions to run Legistar through the application, like any other user running Legistar. If the system is installed locally on the Client's own server, the Network/Database System Administrator (see below) does not need to be a Legistar user or Legistar Administrator to perform the functions for which he is responsible.

In most installations there are two or at most three persons with the training and authorization to perform Legistar Administration functions. These are usually, the Clerk and one or two of the Clerk's management level staff. In some rare situations, the Legistar Administration Team has also included an IT person who is on permanent assignment to the Clerk's Office, understands the workflow and requirements of that office, and works under the direction of the Clerk.

Ongoing Client Technical Administration

The system administrator is typically trained to perform backup tasks as described elsewhere in this proposal. There may, on occasion, be a need for the Client's technical representative to communicate or otherwise assist MCCi's support personnel. In the event of a major hardware failure that would necessitate a data base recovery, MCCi would, as part of its software support, provide on-line technical assistance to assist in the recovery and diagnostics.

Although there is typically increased demand for a system administrator's time immediately following implementation, the time normally needed to perform backup, and other routine administrative maintenance is nominal and typically should not exceed six hours a month.

4) Project Time Line

Milestone	Team Members Involved	Complete Days after PO receipt *	Description
Project Kickoff	MCCi Project Management and Client Implementation Team	15 days	Discuss project, expectations, introduce project teams, discuss/schedule next milestone, gather information
System Configuration and Testing	MCCi Project Management and Client Implementation Team	45 days	MCCi will begin configuring the system for the Client's use. During this time, the Client will begin testing the system and will approve configurations as they are made. Once approved, training will be scheduled.
Onsite Training and Roll-Out	MCCi Project Management and Client Implementation Team	95 days	MCCi will train the different user groups based on their role in the agenda process.
Post Implementation Management	MCCi Project Management and Client Implementation Team	120 days	Once the Client has been trained and begins to use the system, they may find they want supplemental training or to modify functionality. All post implementation management falls under MCCi's description of "Managed Services"

**Schedule is based on the client accepting each task/deliverable in a timely manner*

5) Assumptions

This proposal includes software components and associated services to satisfy the needs indicated in the RFP based on our best understanding of what we think the Client is requesting and how we think the Legistar system can address the Client's stated or implied functional requirements. MCCi has responded in good faith and as accurately as possible to those requirements, however, these answers cannot be construed as a warranty of any kind.

This proposal is based on the information known at this time and on our experience and on certain assumptions regarding the Client staff and their level of experience and understanding of computers and the legislative process. It is assumed that:

1. The Legistar system proposed here may require that the Client have the appropriate hardware and Microsoft SQL Server database license and appropriate number of concurrent user licenses. MCCi

will not be providing hardware, operating system software, or 3rd party upgrades as a part of this proposal.

2. The Client staff members to be trained on this system are familiar with standard MS-Windows functions, terminology and protocols.
3. The report styles included with this proposal can be used as is or with table defined design changes or minor formatting modifications. Revisions or additional new reports beyond the standard report format variables in Legistar may affect the final cost.
4. This proposal includes references to how the Legistar system imports scanned images as attachments to legislative records. However, unless otherwise specifically indicated, this proposal does not include any scanning hardware or third party imaging software components or services that may be required to integrate with any third party products.

In the event that these assumptions are not accurate, the products or services proposed here may require significant changes and such changes may affect the final cost.

- C. **Maintenance & Support.** Define maintenance plans, and/or agreements offered and features. Future updates and eligibility. Licensing requirements. Hours of support (Eastern Standard Time), emergency maintenance, communication, etc.

MCCi Response

MCCi prides itself if providing high quality professional services and support. Providing the most advanced level of tech support via the web, e-mail and phone, you can rest assured that MCCi will provide you with superior installation, training and support services. Our clients can rely on us to provide a continual flow of information through our technical bulletins and newsletters. To better service our clients MCCi offers a variety of methods for contacting our technical support staff if the need arises.

- On-line: www.mccinnovations.com
- E-mail: support@mccinnovations.com
- Telephone: 800.342.2633 ext 657
- After hours for "Premium" Support clients: PremiumSupport@mccinnovations.com
- Remote Access Support, through Microsoft LiveMeeting, allows our helpdesk staff to access your machines remotely to resolve problems faster.

1) Maintenance & Support

Legistar Software Assurance Plan (Legistar SAP)

Legistar Software Assurance Plan (Legistar SAP) is offered by MCCi and is designed to provide your organization continued access to technical support as well as solution updates as they are released. Legistar SAP is designed to be renewed each year on the anniversary date of the initial installation. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates. MCCi recommends the client designate a support contact to channel requests through, but clients can designate several individuals who are to be the technical support contacts if necessary.

Legistar Software Assurance Plan (Legistar SAP) provides support and all software updates as released. Support is handled directly through MCCi and is provided via email or telephone during normal business hours of 8:00 AM to 6:30 PM EST.

Education User Groups

MCCi conducts regional User Groups annually where you will have the opportunity for a face-to-face, educational experience hosted by our expert tech team. These User Groups are designed to ensure our clients are utilizing their system to its fullest extent and provides them with a chance for hands-on refresher training, troubleshooting and the opportunity to learn more about the capabilities of their systems.

Newsletters

MCCi newsletter, MuniTimes, is published quarterly and geared towards proving our clients with educational and informational resources about their products and services. Once our clients sign up to receive our newsletter they will be sent an e-mail once per quarter containing a variety of detailed information, tips and success stories.

Educational Webinars

MCCi conducts monthly webinars on a range of topics suggested by our clients. These webinars are general sessions intended to provide information on the use of our products and services. Topics and dates are posted on our support site where our clients can register to attend sessions that will be convenient and informative to them.

2) Software Warranty

The initial copy of the program that we deliver will be free of any defects. It will not install if there are any. Our guaranty is for 90 days. However, should a defect be in an original disc that has not yet been installed after that period we would still replace it

3) Patches

Patches are sometimes needed to correct a unique error or bug identified in the base Legistar application. Patch kits are usually very specific and may only apply to a limited number of Legistar users. In this case the patches are downloaded to the affected installations for automatic updating to the application. These patches are provided at no cost per the terms of the support or subscription agreement.

4) Updates

System updates are collections of general patches and new product features that have been made since the last update. Updates are downloaded for automatic updating to the application. These updates are typically released 2 to 4 times a year and are provided at no cost per the terms of the support or subscription agreement. Updates differ from Upgrades. An upgrade typically refers to a major platform / technology change.

5) MCCi Managed Services

MCCi Managed Services are included with every support renewal. Managed Services can be utilized for the following professional services:

- Additional Training - additional training, via web conferencing, can be conducted to train new users on the use of Legistar or as refresher training for existing users.
- Additional System Set Up Consultation – MCCi offers additional consultation that would include recommendations on best practices for adding additional departments, additional types of document etc. to your current Legistar System.
- Remote implementation of software updates – While the standard Legistar SAP plan covers free updates for Legistar software, implementation of those updates is sometimes overlooked. With the addition of our Managed Services, MCCi is at your service to directly assist in implementing software updates.
- Annual System Review & Analysis – MCCi will access your system to review and analyze how your organization is using the Legistar System, identify any potential problem areas and make recommendations for better use of the system. This analysis is designed to be implemented 6 months after the initial Legistar Software installation, and would be performed annually after that date. This is an optional service that will be completed only if requested by the Client.
- Remote Access Support - Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly on-site visits.
- Expiration & Additional Services - MCCi's Managed Services is an annual package (not to exceed 15 hours) and will expire on the same date as your Legistar System SAP plan.

D. Training: Outline user training; coordinator training and administrator training.

MCCi Response

1) Training

Training is delivered in a combination of formal training classes and free-form assistance or 'help-desk' sessions. The exact combination and schedule is based on the number of users, their skill and task level, determined during the Project Planning Phase. Typically, a general user course will include three to four morning hours of classroom training followed by several afternoon hours of general technical assistance as the students apply what they learned.

Typically training groups consist of 6 to 8 individuals with similar responsibilities and training requirements. In addition, MCCi provides system administration training to 2 to 4 staff members who are assigned the overall administrative tasks of the system.

Training is typically broken out in the following modular fashion:

Group Type	Participants	Type of Training - Course Description
View Only	All Departments	The View Only training shows the user how to search in Legislative Files, Agendas and Minutes and how to access and produce reports.
Legislative File Entry	Selected Department Users	Gives the user all the detailed information to create a Legislative File, including drafting the text, adding sponsors, attachments, etc.
Agenda Creation	Individuals who maintain the Calendar	Training on how to create and maintain an Agenda, by generation or by moving adding or deleting items. Also, how to produce an Agenda report and post to Internet.
Minutes Processing	Individuals who process the Minutes or Journal	Minutes Module training on how to process minutes, taking action on files, voting, vote types, consent and reporting and post to Internet.
Administration	Primary user and/or System Administrators	Training on maintaining system administration tables, data, security, will review all tables with the System Administrator. This training is completed before any user training.

2) Post Implementation Management

During the Training and Roll-out phases the Client's Project Manager will be able to monitor the effectiveness of the training and get a good feel for the full capabilities of the upgraded Legistar system. Following this phase, the Client may wish to consider supplemental training events or to expand or modify some functionality.

Training Review

MCCi and the Client's Project Managers will review the effectiveness of the training, the skills gained by the different levels of users, and the possibility of training other users that may not have been considered originally. MCCi will discuss and identify possible supplemental training or help desk services that may be desired.

Enhancement Review

MCCi's Project Manager may conduct a post-installation review of the system with the Client and identify possible additional enhancements or other Legistar application module considerations that will allow the Client to optimize the performance and return on its Legistar investment.

Post-Installation Enhancements

If the Client has identified any enhancements, program adjustments, or other changes that it may desire, the MCCi Project Manager will define the specifications with the Client. MCCi will assist in preparing supplemental work-orders following delivery of final acceptance of the originally contracted system.

Post installation enhancements are incorporated into MCCi's standard release schedule and implemented as a product update. This process allows for the appropriate amount of testing and integration time and does not interfere with rollout of the contracted system. In addition, the enhancements can then be registered with the application version tracking protocols and product maintenance plan.

Statement of Compliance

STATEMENTS OF COMPLIANCE	YES	NO
1. Does your proposed solution meet all items in the "Service and Requirements"?	X*	
2. Is the workflow role based?	X*	
3. Does the software have the capability of handling board members absent during a particular vote during the meeting?	X	
4. Once the minutes are entered and finalized is there flexibility to correct them, "after the fact" i.e. typographical errors or if a vote was entered incorrectly?	X	
5. At what point do the minutes become permanent and un-changeable? <u>This is based on the counties current procedures and can be managed through security and status changes. Typically clients change the status to "Archive" at this point.</u>		
6. Can comments be entered by a reviewer?	X	
7. Will the application size up and down to any screen resolution?	X*	
8. Does the software allow for an Agenda Item such as a "briefing item", where there is no action taken, to be recorded without a decision?	X	
9. Can a consent item be changed to a different item type before the meeting without returning it to the Item Originator?	X	
10. Can video clips be inserted at specific points in the meeting minutes?	X	
11. Our County Attorney's Office is part of our workflow. One individual in the Attorney's Office is designated as the "receiver" of all Agenda Items requiring Legal review. That individual delegates the various items to specific attorneys. How is this situation handled with your proposed software solution? <u>Approvers in Legistar have the option (if allowed) to "delegate" approval rights on the fly.</u>		
12. How does your proposed application manage copying MS WORD documents heavily formatted into the application? <u>Legistar integrates with word and users typically use word as the text editor</u>		
13. Is there a way to determine if all agenda items for a future meeting have been approved through the workflow? i.e. The workflow was approved by everyone?	X	
14. Reviewers' comments can be edited, such as typographical errors, and corrected by the originator?	X	
15. In Seminole County, the Board of County Commission may adjourn, convene as a separate committee, adjourn, and re-convene as the Board. Can your software solution manage this type of situation, including preparing the minutes and publishing an Agenda?	X	
16. What type of assistance does your proposed solution come with? (i.e. on-line help, context-sensitive solutions, etc) <u>Help files are accessible from and provided for every screen</u>		
17. What hardware is required to run the proposed software solution? <u>None for the hosted solution. For Installed solution see "Hardware Reqs"</u>		
18. How is output to print service handled? <u>Agendas, Minutes, Items, and any report can be printed directly from Legistar.</u>		
19. Is there an automatic link to the video portion of the minutes?	X	

*Items marked with an * - please refer to clarifications on the following page

Question #1 Clarification

- Secure Connections – The ability to allow for usage of SSL technology when needed.

MCCi Response

Legistar does not use SSL, but all data that is transmitted is encrypted

- Video should be optional included in the search

MCCi Response

Video links will be included in search results as long as the item was linked

- Allow the Administrator to “Skip” an approver as necessary

MCCi Response

There is not a standard “skip” feature, but workflows can definitely be altered on an ad hoc basis

- Simultaneous review by multiple Users within a division or department

MCCi Response

Legistar allows for simultaneous “FYI” notifications

Question #2 Clarification

MCCi Response

Workflow is user-based rather than role-based. Users can be assigned the appropriate rights, which technically labels them as acting in a certain role, but for approval and workflow purposes items are routed to individual users based on the configured workflow.

Question #7 Clarification

MCCi Response

The public web portal InSite will but the back office system is currently fixed size. The majority of users accessing utilize the web portal.

Pricing Information

Section 5 Price Proposal

PROJECT: **Government Software Solution for Agenda Management Replacement**

COUNTY CONTRACT NO. **RFP-600674-09/TLR**

Name of Proposer: MCCi, LLC (wholly owned subsidiary of Municipal Code Corporation)

Address: PO Box 2235

City/State/Zip: Tallahassee, Florida 32316

Phone Number: (850) 576-3171 FAX Number: (850) 701-0715

E-Mail Address: dwb@mccinnovations.com

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, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, 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; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

PRICE STRUCTURE:

Respondent shall include all direct & indirect Costs associated with this project.

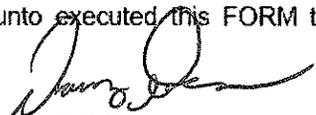
Cost of proposed Agenda Software Solution \$ 43,218
(Including initial warranty period)

Annual Maintenance and Support including upgrades \$ 12,965
(Starting after warranty period)

Training \$ 33,736
(Through implementation and set up)

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this _____ day of _____, 20____.

Donny Barstow, President
(Name of PROPOSER)


(Signature of person signing FORM)

**Please refer to Exhibit C for Optional pricing for a Hosted Solution*

SOFTWARE

- Legistar L5 Installed Edition \$89,919¹
- Includes: Base L5 License
- Agenda Automation
- Approval Tracking
- Automatic Minutes
- Legislative File Tracking
- Legislative Reports
- Public Web Portal (InSite Public Access)
- On-Line Submittal
- Media Match
- First Year Managed Services and Support
- Legistar Base Configuration (up to 4 meeting bodies)
- MCCi Project Management Services
- Onsite Training (up to 5 days)

PAYMENT & BILLING TERMS

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of signed contract, 30% upon completion and sign off of the configuration phase, and the remaining balance will be invoiced upon completion of training. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice

¹ For budgetary purposes, the Client should include \$15,114 in annual budget for renewal of Legistar SAP and managed services of the above quoted solution.

Exhibit A - Recommended Solution

Legistar Software

Legistar is a comprehensive, agenda workflow management and information retrieval system designed specifically to support the legislative process in cities, towns, and counties. From drafting through assignment to various committees, offices and Council Meetings, to final disposition, Legistar parallels and supports the customary flow of legislative operations, tracking every action, along with dates, free-form notation, and individual votes.

Legistar will automatically produce agendas, minutes, notices, certified copies and other legislative reports while eliminating all data entry redundancy or the need to copy and paste file information. Text and data are entered only once and then organized and stored by the system so that it can be retrieved and formatted for display or for any of Legistar's standard or custom reports. The system will improve efficiency and accuracy, streamline the current process while eliminating or reducing manpower requirements, paper production and keep The Client on the "cutting edge" of workflow, agenda and document management.

Legistar Modules

The following information provides a brief description of each module available with your Legistar purchase. Please refer to the pricing section to see what is included in your project.

Approval Tracking

Approval Tracking is a fully integrated module that facilitates and tracks the sequence of review and approvals for an agenda item prior to its introduction. For example, a purchase request may be made by a staff member, drafted by another person, approved by his immediate superior, and then sent to additional persons for their review and approval before being sent on to the agenda clerk for automatic introduction on the appropriate Client or committee agenda.

Each item must be approved by every reviewer in sequence before it goes to the agenda clerk. Any 'disapproval' will halt the process and sends the item back to the originator. Standard system approval sequences are stored, as well as personal user sequences that can be reused or shared. The workflow is flexible and automatic and standard approval sequences may be modified to include or remove approvers. Each procedural step triggers optional email notifications to the appropriate users. Reviews, annotations, item edits, and approval responses are done via a totally intuitive browser form.

Automatic Minutes

While legislative issue information is the substance of what Legistar stores, the actions taken by the Client, by its committees, and by advisory boards and commissions at meetings as well as the history of actions taken by departments on those legislative matters are the essence of what Legistar tracks. Hence, the system provides means to record meeting information, generate agendas and minutes, and provide other supporting documents.

Legislative File Tracking

In addition to the automatic minutes functions, each historical record may also have any free form notation to describe the instructions on a referral, the response on a referral, the reason that an action was taken, or perhaps any discussions or background information that led up to the action. Legistar tracks the path of each ordinance, resolution, and other legislation through the process with a series of historical records marking the life of the issue along the way. Individual routing entries, version changes, referrals to departments, final approvals and other file events are automatically captured by the system and can be queried, displayed and included in appropriate reports.

Legislative Reports

Reports are automatically generated directly from the tracking data. Once the data is entered, the system will also use its built-in sort and formatting routines, which are defined by the documents that they are intended to produce, to abstract the correct information and then produce all requested documents in their different formats, such as Client Meeting and Committee Agendas, Certifications, Notices, Client and Committee Minutes. The operator may also specify the printing of any subset(s) of pages of a report, rather than the entire report. Other selected Legistar reports descriptions are included in the table above.

These and other system generated reports may be displayed on screen, directed to a printer, saved to a text file or, exported in PDF or HTML format for later use or transmission to other departments via electronic mail or media transfer. This feature allows the Commission to post these reports directly to its home page for immediate viewing via the Internet.

Legistar InSite Public Access Interface Suite

The Browser based Legistar *InSite* Public Access Suite provides a complete automatic public portal for organizing, searching, printing and otherwise accessing public information with no required work on the part of the Clerk's office, IT, or other Commission staff, thus significantly reducing requests for public information, copying and printing.

Most clients are using InSite as a query only tool to provide easy access to information for their internal users as well. It is available 24/7 and very intuitive to the casual user or researcher. This has resulted in significant time saving and printing cost as by providing internal users online access to this information.

Remote Disaster Recovery Service – Legistar Matrix Subscription

For the locally installed Legistar system, MCCi is including a remote backup and recovery service as a part of support. Legistar Matrix is a hosted service that will automatically back up Legistar data, encrypt and send it over the Internet to secure remote servers. Everything is secured with AES 256-bit encryption (trusted by the government for top-secret documents). This process is completely automated and runs on a schedule, so no user interaction is necessary. The possibility of human errors is also reduced.

Legistar Matrix provides complete online backup solution protecting all Legistar data, including SQL Server databases, published meetings, and attachments. Automatic, unattended backups based upon predefined schedules eliminates the day-to-day hassle of performing nightly tape backups and automatically transports data to secure offsite servers hosted in two geographically separate locations.

Legistar On-Line Submittal - Browser Based On-line Agenda Item Submittal (OLS)

The OLS module compliments the standard item submittal features of Legistar, by providing a simple browser-based submittal method of agenda file items, or other applications for consideration. This system also allows users to submit applications, additional documents to the open agendas or Dockets. Departments, Board-members and even outside organizations or groups can be given authorization to submit agenda items for District Board consideration, from anywhere the Internet reaches. For instance, if there are major businesses, utilities, or other outside agencies that frequently submit requests, they can now easily do so via the Internet for Board consideration. This includes attachments and other supporting materials. The submitter can then monitor the status of the item at any time 24/7.

Media Match - Streaming Video or Audio

Many municipal and local governments now maintain a digital video or audio recording of their public meetings. Legistar provides the ability to link this recording directly to the minutes record. In one stop, Commission users and citizens can view the results of the meeting minutes, as well as view or listen to the streaming recording. This feature also provides a dynamic link of the recording through the Legistar Public Web Access Suite, InSite, for instant availability to the constituent on-line. This is a standard feature of Legistar included at no additional cost.

The Legistar Media Match component expands on the standard audio/video record linking included with the Legistar system. The Media Match tool allows the Client to integrate an audio/video recording with a meeting event, including dynamic indexed linking to the individual agenda items or other events during that meeting. Media Match allows the Client to either maintain its own online video storage or utilize third party hosting. The system is intuitive and efficiently designed to allow the clerk or other staff members to operate the indexing along with the standard meeting manager functions of Legistar.

Granicus Streaming Video: Granicus web-casting provides local government with the ability to deliver public meetings video through the Internet, live or on-demand. The Legistar Media Match integration module provides seamless remote access of the Granicus indexing of video recorded of the meeting. This allows on-line users to select a particular meeting detail line within Legistar and then view the recorded video for that part of the meeting. The interface is tightly integrated into the Legistar minutes function, capturing indexed video elements of a meeting from within Legistar and easily slides into Client web-casts. The interface requires the Granicus Meeting Manager Component available from Granicus.

Optional Report Customization

The vast majority of configuration needs are handled through Legistar's administration console which provides access to over 300 variables that can be configured to meet the client's needs, without any customization. This includes formatting, sorting, and data variables that can be adjusted by the user to produce a wide variety of report styles without any programming at all. Dynamic data elements for headers, logos, dates, locations, and even date-sensitive membership of council and committees, ensure that the agendas and minutes will always be correct without any programming changes whenever names change. Users can insert any number of boilerplate messages in the default agenda templates, which will always print as is or can be further modified at runtime.

Legistar's basic report layouts are included in the base package for agendas, minutes, cover memos, and other reports. If the client requires the report formats (layout, logo placement, etc.) to match their current layouts rather than accepting the standard formatted reports, MCCi can provide the optional service of customizing the reports. It should be noted that customizations increase the complexity of the system and the time and money to implement and maintain the system in future years.

MCCi highly recommends utilizing the standard reports, with all of their formatting flexibility, for a period of time prior to selecting the option to customize. It should also be noted that more than 95% of the clients that choose to purchase a Legistar solution accept the standard reports, and leverage the user-controlled configurability of Legistar in the beginning and for future years to come.

In the event that the client chooses the option for customized reports, the scope is limited to the layout/format of the report. This includes placing any data that is on a screen form to virtually anywhere on the associated report in the location and font requested. Requests for changes that require database or base code level changes cannot be met through this service.

Exhibit B - Hardware Requirements

1) Legistar Technical Architecture

Legistar Security

Apart from the standard security features that the .NET framework offers and the application login security, the communication between the server and the client application is also protected from hacking. By default the network packets are sent in binary format contrary to the normal text based format for plain IIS based ASP.NET application. In addition to the binary format, each packet is compressed using a custom algorithm which makes it almost impossible to read the network packets going between the client and server. Legistar is extensible to accommodate any sort of encryption algorithm and this modification would be based upon the customer request.

Scalability & Performance

Enterprise applications often try to balance application scalability with concurrency considerations. An application can achieve scalability using many different techniques, including minimizing network traffic, client side caching etc. Legistar does exactly the same to improve the responsiveness of the application. The following sections describe the scalability considerations that are embedded into the application.

Stateless Server Design

Using a stateless object model for the middle-tier service objects where no (property) data object is saved between method calls, Legistar is more scalable. It is because the server application is not responsible for keeping track of where each user is in the application; its operation consists of merely fulfilling client requests as they arrive. By eliminating state caching, the server can service more requests. Each service objects that Legistar application instantiates consumes server resources. Because of this, an object model that does not depend on object state can be instantiated quicker. If the object model depends on cached state there would be less initialization overhead and the object state instantiation would be comparatively less.

2) Recommended Minimum Hardware Requirements

Prerequisite Licensing- Installed Solution Only

If the Client already owns the appropriate prerequisite Crystal and database licenses then there is no additional cost. If the Client does not have the appropriate licensing, then it is available directly from the appropriate vendor and can be contracted for separately with GSA pricing. If the Client desires MCCi to provide either or both of these third party licenses, then they may be contracted for additional cost at prevailing retail price.

Smart Client Requirements

The Legistar software is developed using .Net Framework, and combines the benefits of both Web and desktop application by adopting the Smart Client Architecture. The end user can run Legistar, in Windows 98/XP/2000/2003 (any edition—Home, Professional, Media Center or Tablet PC), with the .NET Framework installed and functioning.

Legistar Server Requirements

Legistar requires the appropriate Microsoft SQL database license installed on the Commission hardware and, the report function requires a Crystal reports developer license from Business Objects Corporation. The cost section of this proposal does not include these licenses which would be in addition to the project cost proposed here.

General Hardware Configuration

The Server Configuration depends on the transaction load on the system. A single CPU Server is only recommended for applications with less than 10 simultaneous users. With the typical usage pattern a server with two CPUs can handle about 20 simultaneous users.

Minimum Required Configuration

- Single Server deployment
- Processor: 600-megahertz (MHz) Pentium III-compatible or faster
- Processor count: 1
- RAM: 512 megabytes (MB) of RAM or more
- Disk Space: 60 GB (application only requires approximately 50 MB)
- Operating System: Microsoft Windows server 2003 Standard Edition
- Database: SQL Server 2005 Express, Workgroup or Standard Edition
- Reporting: Crystal Reports 10 Developer Edition

Recommended Configuration

- Single Server deployment
- Processor: 2.0-gigahertz (GHz) Pentium IV-compatible or faster
- Processor count: 2
- RAM: 1 gigabyte (GB) or more
- Disk Space: 60 GB (application only requires approximately 50 MB)
- Operating System: Microsoft Windows server 2003 Standard Edition
- Database: SQL Server 2005 Express, Workgroup or Standard Edition
- Reporting: Crystal Reports 10 Developer Edition

Exhibit C – Optional Pricing for Hosted Solution

MCCI has provided optional pricing for a Hosted solution in case the County desires a hosted solution rather than an Installed solution.

SOFTWARE SUBSCRIPTION

<input checked="" type="checkbox"/> Legistar L5 Hosted Edition	\$55,980 ¹
Includes:	
Base L5 Subscription	
Agenda Automation	
Approval Tracking	
Automatic Minutes	
Legislative File Tracking	
Legislative Reports	
Public Web Portal (InSite Public Access)	
On-Line Submittal	
Remote Disaster Recovery Service (Legistar Matrix)	
Media Match	
First Year Managed Services and Support	
Legistar Base Configuration (up to 4 meeting body)	
MCCI Project Management Services	
Onsite Training (up to 5 days)	

PAYMENT & BILLING TERMS

MCCI will invoice fifty percent (50%) of the total contract amount upon receipt of signed contract, 30% upon completion and sign off of the configuration phase, and the remaining balance will be invoiced upon completion of installation and training. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice

¹ For budgetary purposes, the Client should include \$25,486 in annual budget for renewal of Legistar SAP and managed services of the above quoted solution.

**REVISED FOR BAFO
Price Proposal**

PROJECT: **Government Software Solution for Agenda Management Replacement**

COUNTY CONTRACT NO. **RFP-600674-09/TLR**

Name of Proposer: MCCI, LLC (wholly owned subsidiary of Municipal Code Corporation)

Phone Number: (850) 576-3171 FAX Number: (850) 701-0715

E-Mail Address: dwb@mccinnovations.com

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, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents 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; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

PRICE STRUCTURE:

Respondent shall include all direct & indirect Costs associated with this project.

BAFO for Cost of proposed Agenda Software Solution	<u>\$ 43,218</u>
Annual Maintenance and Support including upgrades (FOR INITIAL THREE (3) YEARS)	<u>\$ 12,965 X 3 Years = \$38,895</u>
Annual Maintenance and Support including upgrades (Renewal years <u>4, 5 & 6</u>)	NTE <u>5</u> % per year
BAFO for Training (Through implementation and set up)	<u>\$ 27,736</u>

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this
16 day of July, 2009.

Donny Barstow, President
(Name of PROPOSER)


(Signature of person signing FORM)

SOFTWARE

- Legistar L5 Installed Edition \$83,919¹
Includes: Base L5 License
Agenda Automation
Approval Tracking
Automatic Minutes
Legislative File Tracking
Legislative Reports
Public Web Portal (InSite Public Access)
On-Line Submittal
Media Match
First Year Managed Services and Support
Legistar Base Configuration (up to 4 meeting bodies)
MCCi Project Management Services
Onsite Training (up to 5 days)

PAYMENT & BILLING TERMS

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of signed contract, 30% upon completion and sign off of the configuration phase, and the remaining balance will be invoiced upon completion of training. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice

¹ For budgetary purposes, the Client should include \$12,965 in annual budget for renewal of Legistar SAP and managed services of the above quoted solution.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Sixth Renewal, Amendment and Restatement of County of Volusia Interlocal Agreement for Provision of Medical Examiner Services to the County of Seminole

DEPARTMENT: Community Services

DIVISION: Administration - Community Services

AUTHORIZED BY: Michele Saunders

CONTACT: Pamela Martin

EXT: 2302

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Sixth Renewal, Amendment and Restatement of County of Volusia Interlocal Agreement for Provision of Medical Examiner Services to the County of Seminole.

County-wide

Michele Saunders

BACKGROUND:

The Seminole County Board of County Commissioners originally approved the Interlocal Agreement with Volusia County to provide Medical Examiner Services for Seminole County on March 18, 1999. By mutual agreement the two (2) counties have continually renewed this Interlocal Agreement on an annual basis, beginning October 1, 2000. The annual renewal period was subsequently amended in the Second Renewal to provide for a two (2) year renewable period.

We are currently working under the "Fifth Renewal" which expires on September 30, 2009. The attached "Sixth Renewal" extends the Agreement through September 30, 2011. The rate for reimbursement remains the same (\$1,800.00) for each and every death certification following autopsy, examination, or investigation. Based on data provided and reviewed regarding the past two (2) years of reimbursements and Medical Examiner's activity, the current budgeted amount \$496,800 should be sufficient.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Sixth Renewal to the Volusia County Interlocal Agreement for provision of Medical Examiner Services for Seminole County, Florida.

ATTACHMENTS:

- 1. Agreement

Additionally Reviewed By: <input checked="" type="checkbox"/> County Attorney Review (Susan Dietrich)

**SIXTH RENEWAL, AMENDMENT AND RESTATEMENT OF
COUNTY OF VOLUSIA
INTERLOCAL AGREEMENT
FOR
PROVISION OF MEDICAL EXAMINER SERVICES
TO
THE COUNTY OF SEMINOLE**

THIS SIXTH RENEWAL, AMENDMENT AND RESTATEMENT of the County of Volusia Interlocal Agreement for Provision of Medical Examiner Services to the County of Seminole, hereinafter referenced as this Agreement, is entered into by and between the County of Volusia, a body corporate and politic, and a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, Deland, Florida 32720, hereinafter referenced as "VOLUSIA" and the County of Seminole, a political subdivision of the State of Florida, with administrative offices at 1101 East First Street, Sanford, Florida 32772, hereinafter referenced as "SEMINOLE."

WHEREAS, VOLUSIA and SEMINOLE entered into the original above referenced Agreement on March 18, 1999, for VOLUSIA to provide the facility, equipment and personnel necessary to perform all legally required medical examiner services for the District 24 Medical Examiner Office on behalf of SEMINOLE; and

WHEREAS, Section 17 of the original above referenced agreement provides for a term from February 1, 1999 through September 30, 2000, and annual renewal of one year terms thereafter; and

WHEREAS, VOLUSIA and SEMINOLE entered into the First Renewal on July 26, 2000, to extend the term of the original Agreement through September 30, 2001; and

WHEREAS, VOLUSIA and SEMINOLE entered into the Second Renewal on September 25, 2001, to extend the term of the original Agreement through September 30, 2003, and to thereafter allow for biennial renewal of the Agreement upon the same or modified terms; and

WHEREAS, VOLUSIA and SEMINOLE entered into the Third Renewal on August 26, 2003 to modify the compensation amount and to extend the term of the Agreement through September 30, 2005; and

WHEREAS, VOLUSIA and SEMINOLE entered into the Fourth Renewal on September 16, 2005, to extend the term of the Agreement through September 30, 2007; and

WHEREAS, VOLUSIA and SEMINOLE entered into the Fifth Renewal on August 23, 2007, to extend the term of the Agreement through September 30, 2009; and

WHEREAS, the parties desire to renew, amend, and restate the original Agreement to incorporate all terms of the original Agreement and amendments into one single document to continue to enjoy the mutual benefits this Agreement provides; and

WHEREAS, the parties desire that there be a biennial renewal of the original Agreement from October 1, 2009 through September 30, 2011.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. RECITALS

1. VOLUSIA is authorized by Subsection 125.01(p), Florida Statutes, to "...enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit in behalf of the other of any of either agency's authorized functions."
2. Public agencies (including VOLUSIA and SEMINOLE) are authorized by Subsection 163.01 (14) Florida Statutes, to enter "...into contracts for the performance of service functions of (such) public agencies..." but the authorization of the subsection "...shall not be deemed to authorize the delegation of the constitutional or statutory duties of ...county ...officers." The parties expressly deny any intent, express or implied, in this Agreement to provide for delegation by SEMINOLE of its constitutional or statutory duties to VOLUSIA.
3. The foregoing statutory authorization for interlocal agreements is granted to counties for the purpose of permitting "local government units to make the most efficient use of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities." Subsection 163.01(2), Florida Statutes.
4. Pursuant to Section 406.05, Florida Statutes, the Medical Examiners Commission for the State of Florida has established medical examiner districts 7 and 24, respectively, for VOLUSIA and SEMINOLE, wherein the medical examiners are required to perform all of the responsibilities described in Florida Statutes Chapter 406 and Florida Administrative Code Chapter 11G-2.
5. VOLUSIA is a home rule charter county with a medical examiner established by ordinance enacted pursuant to the charter, whereby the medical examiner is appointed by the County Manager and serves at the pleasure of the County Manager.
6. SEMINOLE is a home rule charter county with a medical examiner appointed pursuant to Florida Statutes Chapter 406.

7. VOLUSIA has the facility, equipment and personnel to perform all legally required medical examiner services, and is ready, willing and able to provide such services for the District 24 Medical Examiner Office on behalf of SEMINOLE.

8. The Board of County Commissioners for SEMINOLE after evaluation of options for the provision to its residents of medical examiner services, has made a legislative determination that the interests of its residents will be best served by contracting with VOLUSIA for provision of such services, which services will be performed by VOLUSIA personnel at the District 7 Medical Examiner's Office, located at 1360 Indian Lake Road, Daytona Beach, Florida.

9. VOLUSIA certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified, to perform the services enumerated herein for the benefit of SEMINOLE.

10. The foregoing representations and recitals are hereby adopted as a material part of this Agreement.

11. **PURPOSE.** The purpose of this Agreement is for VOLUSIA to provide medical examiner services to SEMINOLE (hereinafter, the "Contract Services") at an agreed upon level of service ("LOS") as reflected herein, in lieu of SEMINOLE using its own personnel, facility and equipment therefore.

12. **VOLUSIA MEDICAL EXAMINER SERVICE.** VOLUSIA shall manage the delivery of the Contract services by allocating service task responsibilities along the organizational lines of the County Medical Examiner Division (hereinafter, "Division"). The Director of the Division (or his or her designee) shall be VOLUSIA'S liaison to SEMINOLE for purposes of performance, interpretation, and implementation of this Agreement.

13. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of SEMINOLE within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that VOLUSIA shall not have the right to require or compel the exercise of ad valorem taxing power of SEMINOLE, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of SEMINOLE, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of SEMINOLE and VOLUSIA.

14. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the managerial and policy decisions of SEMINOLE. VOLUSIA shall have the responsibility for the operational management of the actual work. In cases where specific professional standards are applicable to the performance of such tasks, VOLUSIA'S designated officer in charge (OIC) or his or her designee, shall have the authority for decision making within that realm. The Division Director or the OIC shall be available on a

regular basis to the Seminole County Manager, or the OIC, to provide consultation and recommendations to SEMINOLE in its general management decisions as contemplated herein.

15. **LEVEL OF SERVICE.** VOLUSIA agrees to provide the personnel, facility and equipment provided for herein at the level of service required by Florida Statutes Chapter 406 and Florida Administrative Code Chapter 11G-2. Should SEMINOLE desire that VOLUSIA provide services either different in kind, or at a higher level than that contemplated herein, the Seminole County Manager shall make written request therefore to the Volusia County Manager. Any agreed-upon modification to the level of service shall be reduced to writing and approved by both parties. Any reduction in level of service desired by SEMINOLE shall only be effective at the beginning of a new contract year unless both parties agree otherwise.

16. **PERSONNEL MATTERS.** VOLUSIA shall allocate manpower and equipment for the performance of the Contract Services on an "as needed" basis. This Agreement shall not require any particular VOLUSIA employee to be dedicated full time to the Contract Service. All VOLUSIA personnel assigned to perform Contract Services shall be within the sole discretion of VOLUSIA, and said personnel shall remain subject only to VOLUSIA merit rules and regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any allegation of a disciplinary nature by SEMINOLE regarding a VOLUSIA employee shall be referred to the Division Director for VOLUSIA, which shall remain the "appointing authority" for such employee, for all purposes designated under the VOLUSIA Merit Rules. Such VOLUSIA employee shall have no right to select or choose any disciplinary procedure available to SEMINOLE employees. The appointment by SEMINOLE of a VOLUSIA employee to serve as District 24 Medical Examiner shall not effect the terms of this Agreement or, in particular, this provision.

17. **TERM.** This Agreement's original term was February 1, 1999, through September 30, 2000, notwithstanding the date of execution by the parties. By mutual agreement, the parties may renew this Agreement annually, for an additional twelve (12) month term, upon the same or modified terms. The Agreement is hereby renewed for the term of two (2) years from October 1, 2009, through September 30, 2011, unless terminated sooner, as provided for therein. Should SEMINOLE desire to renew this Agreement, or any subsequent renewals, it shall notify VOLUSIA thereof, in writing, no later than sixty (60) days prior to the expiration date thereof. Should VOLUSIA desire to increase the cost of its service provided under this Agreement, it shall notify SEMINOLE in writing of its intent to raise such costs and the proposed amount of said increase no later than March 1st prior to the start of the term incorporating the proposed increase.

18. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Section 19, given not less than ninety (90) days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefore is signed by the employee, official, or representative of the other party.

19. **NOTICE.** The notice required to be given in this Agreement, unless otherwise notified in writing, shall be provided to the following:

For VOLUSIA:

County Manager
Administration Center
123 West Indiana Avenue
Deland, Florida 32720

For SEMINOLE:

County Manager
County Services Building
1101 East First Street
Sanford, Florida 32771

20. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto, any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

21. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this Agreement for which either party initiates litigation to enforce its rights hereunder shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Cooperation Act."

22. **SEVERABILITY.** If any provision of this agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a Court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

PART II. SPECIFIC SERVICES

23. **MEDICAL EXAMINER SERVICES.** VOLUSIA shall provide, on behalf of SEMINOLE for Medical Examiner District 24, any and all examiner services required by Florida Statutes Chapter 406 and Florida Administrative Code Chapter 11G-2, which shall include such examinations, investigations and autopsies as defined in Florida Statutes Chapter 406, including but not limited to Section 406.11, Florida Statutes.

PART III. TERMS OF COMPENSATION

24. **MONETARY PAYMENT.** Compensation shall be paid by SEMINOLE to VOLUSIA as follows: ONE THOUSAND EIGHT HUNDRED (\$1,800.00) DOLLARS for each and every death certification following autopsy, examination, or investigation; payable within thirty (30) days of invoice receipt for services rendered. In addition, VOLUSIA shall be entitled to collect and receive the THIRTY (\$30.00) DOLLAR service fee from funeral homes for each SEMINOLE cremation approval issued by the Medical Examiner's office, authorized by Seminole County Resolution No. 99-R-38 for each body examined for SEMINOLE for purposes of cremation. Collection of said service fee shall be the sole responsibility of VOLUSIA; failure to collect said fee shall not result in assessment of said fee against SEMINOLE and SEMINOLE shall in no way be liable for payment of said fees from such funeral homes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature, for the purposes stated herein.

ATTEST:

COUNTY OF VOLUSIA

By: _____

Name: James T. Dinneen
Title: County Manager/Clerk

Dated: _____

County Attorney

ATTEST:

By: _____

Name: Frank T. Bruno, Jr.
Title: Council Chair

Dated: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

BOB DALLARI, Chairman

Dated: _____

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.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Community Service Block Grant (CSBG) American Recovery and Reinvestment Act (ARRA) Contract Award Agreement

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: Michele Saunders

CONTACT: Jennifer Lawrence

EXT: 2365

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Community Services Block Grant (CSBG) American Recovery and Reinvestment Act (ARRA) Contract Award Agreement between the State of Florida Department of Community Affairs and Seminole County in the amount of \$378,321.00.

County-wide

Shirley Davis-Boyce

BACKGROUND:

The goal of the ARRA is to quickly stimulate the economy and make an impact on people's lives and provide a range of services and activities having a measurable and potentially major impact on poverty. The contract specifies that the funding must be delivered to low income residents of Seminole County. Funds will be used to provide childcare payments to enable applicants with children to find or maintain employment and to provide job training assistance for out of work individuals to obtain necessary skills for re-employment.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Community Services Block Grant (CSBG) American Recovery and Reinvestment Act (ARRA) Contract Award Agreement between the State of Florida Department of Community Affairs and Seminole County in the amount of \$378,321.00.

ATTACHMENTS:

- 1. Agreement

Additionally Reviewed By:	
<input checked="" type="checkbox"/>	Budget Review (Betty Segal, Lisa Spriggs)
<input checked="" type="checkbox"/>	County Attorney Review (Susan Dietrich)
<input checked="" type="checkbox"/>	Grant Review (Jennifer Bero, Lisa Spriggs)

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
FEDERALLY-FUNDED SUBGRANT AGREEMENT
COMMUNITY SERVICES BLOCK GRANT ARRA PROGRAM

THIS AGREEMENT is entered into by the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Seminole County (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Department has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Department and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties or July 1, 2009, whichever is earlier and shall end September 30, 2010, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The

determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Department of Community Affairs
Community Assistance Section
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Department of Community Affairs
Community Assistance Section
Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Department no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Department with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Department.

(b) Quarterly reports are due to the Department no later than six (6) calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Department.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Budget and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment L to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any ~~previous~~ ^{Subgrant or contractual services} agreement with the Department is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any ~~previous~~ ^{Subgrant or contractual services} agreement with the

Department and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Department may, upon thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

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

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Department any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

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

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or

4. require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible.

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) Pursuing any of the above remedies will not keep the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(12) TERMINATION

(a) The Department may terminate this Agreement for cause with thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Paula Lemmo
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 488-7541
Fax: (850) 488-2488
Email: paula.lemmo@dca.state.fl.us

(c) The name and address of the Representative of the Recipient to whom notices should be sent and who is responsible for the administration of this Agreement is identified in Attachment K, Recipient Information.

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (c) This Agreement has the following attachments (check all that are applicable):

- Exhibit 1 - Funding Sources
- Attachment A – Budget and Scope of Work
- Attachment B – Program Statutes and Regulations
- Attachment C – Recordkeeping
- Attachment D – Reports
- Attachment E – Justification of Advance
- Attachment F – Warranties and Representations
- Attachment G – Certification Regarding Debarment
- Attachment H – Statement of Assurances
- Attachment I – Property Management and Procurement
- Attachment J – Special Conditions
- Attachment K - Recipient Information
- Attachment L – Workplan and Quarterly Report Form

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$378,321, subject to the availability of funds. The Recipient is authorized to incur costs in an amount not to exceed \$189,160 until further notification is received from the Department. Changes to the costs the Recipient may incur will be accomplished by notice from the Department to the Recipient, sent by certified mail, return receipt requested, to the Recipient's contact person identified in Attachment K, Recipient Information. The terms of the Agreement shall be considered to have been modified to allow the Recipient to incur additional costs upon the Recipient's receipt of the written notice from the Department.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Department under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. Any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment requested and provide an explanation of the necessity for and proposed use of these funds.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer, or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, Florida Statutes), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction;

violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. Such form must be received by the Department before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials, and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Department for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
FEDERALLY FUNDED SUBGRANT AGREEMENT
COMMUNITY SERVICES BLOCK GRANT ARRA PROGRAM
SIGNATURE PAGE**

Contract Number: 10SB-8B-06-69-01-126

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth below.

RECIPIENT

DEPARTMENT OF COMMUNITY AFFAIRS

(Type Recipient's Legal Name)

By: _____ Date: _____
(Authorized Signature)

(Print Name)

Title: _____

Federal Tax ID#

Dun and Bradstreet Date Universal Numbering System
(DUNS) Number

By: _____ Date: _____
(Authorized Signature)

Janice Browning, Director
Division of Housing and Community
Director

**AMENDED
 FY 2009-2010
 COMMUNITY SERVICES BLOCK GRANT (CSBG)
 POVERTY INCOME GUIDELINES*
 200% OF POVERTY INCOME GUIDELINES
 EFFECTIVE JULY 1, 2009**

PEOPLE IN THE HOUSEHOLD	200%
1	\$ 21,660
2	\$ 29,140
3	\$ 36,620
4	\$ 44,100
5	\$ 51,580
6	\$ 59,060
7	\$ 66,540
8	\$ 74,020
Add this amount for each additional person in the household with more than 8 people.	\$ 7,480

- These amended poverty income guidelines are based on the 2009-2010 American Reinvestment and Recovery Act (ARRA) directives for the CSBG Program administered through the U. S. Department of Health and Human Services.

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Separately list the following information for each federal program from which the resources awarded to the Recipient originate:

Federal Program:	Community Services Block Grant-American Recovery and Reinvestment Act (ARRA) of 2009
Federal agency:	United States Department of Health and Human Services
Catalog of Federal Domestic Assistance title:	Community Services Block Grant Program- ARRA
Catalog of Federal Domestic Assistance #:	93.710
Award amount:	<u>\$378,321</u>

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Program: CSBG-ARRA 2009

Compliance Requirements

1. Eligible activities, services or commodities:
The Recipient will use the CSBG-ARRA funds for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient. Recipients are strongly encouraged to support employment-related services and activities that create and sustain economic growth. These funds will be expended in accordance with the Program Statutes and Regulations, Attachment B, Budget and Scope of Work, Attachment A and Workplan and Quarterly Report Form, Attachment L of this Agreement and applicable OMB Circulars.
2. Eligible recipient of the federal resources:
The Recipient will comply with applicable OMB Circulars and eligibility requirements as set forth in the U.S. Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations.

NOTE: For federal programs included in Exhibit 1, Section .400(d) of OMB Circular A-133, as revised requires, and for state projects included in Exhibit 1, Section 215.97(5)(a), Florida Statute, requires the information in Exhibit 1 to be provided to the Recipient.

**CSBG ATTACHMENT A-1
BUDGET SUMMARY**

Recipient:	Seminole County		
Contract #:	10SB-8B-06-69-01-126		
BUDGET LINE ITEM	CSBG-ARRA FUNDS ONLY	BUDGETED AMOUNT	
1	CSBG-ARRA Grant Funds	378,321.00	
2	Cash Match		
3	In-Kind Match		
4	TOTAL MATCH (Line 2 + Line 3)		
5	TOTAL FUNDS (Line 1 + Line 4)		
ADMINISTRATIVE EXPENSES			
6	RECIPIENT (Salaries + Fringe, Rent, Utilities, Travel, Other)	15,282.00	
7	SUB-RECIPIENT (Salaries + Fringe, Rent, Utilities, Travel, Other)	0.00	
8	TOTAL ADMINISTRATIVE (Line 6 + Line 7)	15,282.00	
9	ADMINISTRATIVE EXPENSE PERCENT (Line 8 divided by Line 1) Cannot exceed 15% of CSBG allocation on line 1.	4.0%	
PROGRAM EXPENSES			
RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES			
	10a	Subtotal - Recipient Direct Client Assistance Expenses tied to National Goals 1 and 2. (Add together all Goal 1 and 2 related expenses.)	137,818.00
	10b	Subtotal - Recipient Direct Client Assistance Expenses tied to National Goals 6.	0.00
10	RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES (10a + 10b)		137,818.00
11	RECIPIENT OTHER EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)		6,221.00
12	SUBTOTAL RECIPIENT PROGRAM EXPENSES (Line 10 + 11)		144,039.00
SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES			
	13a	Subtotal - Sub-Recipient Direct Client Assistance Expenses tied to National Goals 1 and 2. (Add together all Goal 1 and 2 related expenses.)	219,000.00
	13b	Subtotal - Sub-Recipient Direct Client Assistance Expenses tied to National Goals 6.	0.00
13	SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES (13a + 13b)		219,000.00
14	SUB-RECIPIENT OTHER EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)		0.00
15	SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES (Line 13 + Line 14)		219,000.00
16	TOTAL PROGRAM EXPENSES (Line 12 + Line 15)		363,039.00
17	SECONDARY ADMINISTRATIVE EXPENSES		0.00
18	GRAND TOTAL EXPENSES (Line 8 + Line 16+ Line 17)		378,321.00
19	Total Recipient and Sub-recipient Direct Client Assistance Expenditures tied to National Goals 1 and 2. (Line 10a + 13a)		356,818.00
20	Percent of Funds Budgeted for Goal 1 and 2 Activities: Divide the Total Direct Client Assistance Expenses for Goal 1 and 2 by the CSBG-ARRA Grant Funds. (Line 19 divided by Line 1) This amount must be equal to or greater than 30%.		94%

**CSBG-ARRA
ATTACHMENT A-2
SUB-RECIPIENT INFORMATION**

# 1	Sub-Recipient Name:	
	Mailing Address:	
	Street Address (If Different)	
	Contact Person: CEO:	Title: Amount of Sub-Agreement:
	Telephone ()	Fax ()

# 2	Sub-Recipient Name:	
	Mailing Address:	
	Street Address (If Different)	
	Contact Person:	Title:
	Telephone ()	Fax ()

# 3	Sub-Recipient Name:	
	Mailing Address:	
	Street Address (If Different)	
	Contact Person:	Title:
	Telephone ()	Fax ()

# 4	Sub-Recipient Name:	
	Mailing Address:	
	Street Address (If Different)	
	Contact Person:	Title:
	Telephone ()	Fax ()

# 5	Sub-Recipient Name:	
	Mailing Address:	
	Street Address (If Different)	
	Contact Person:	Title:
	Telephone ()	Fax ()

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BUDGET DETAIL PAGES

CSBG ATTACHMENT A-3

BUDGET DETAIL

CSBG-ARRA FUNDS ONLY			
RECIPIENT:		Seminole County	
CONTRACT #:		10SB-8B-06-69-01-126	
BUDGET LINE ITEM	NPI	EXPENSE DESCRIPTION	BUDGETED AMOUNT
ADMINISTRATIVE EXPENSES			
RECIPIENT ADMINISTRATIVE EXPENSES			
		Salaries + Fringe + Benefits	11,214.00
		Rent and utilities	3,568.00
		Indirect cost	
		Audit	
		General Liability Insurance	
		Other Forms of Agency Insurance - Specify	
		Office supplies	250.00
		Office equipment	250.00
		Travel	
		Other	
6		TOTAL RECIPIENT ADMINISTRATIVE EXPENSES	15,282.00

Provide separate list of positions with salaries, fringe and benefits itemized. Cost allocation worksheet should include all positions paid with this grant.

Cost allocation worksheet should include all shared costs paid with this grant.

Submit documentation of the approved indirect cost rate and how it is to be applied.

Include postage, copying, and other consumable supplies. Do not include equipment.

Provide explanation and description of any single item costing over \$500.

All travel must be directly related to this contract and related activities. All conference or training travel or out-of-state travel must be detailed and itemized.

Provide explanation and description of any other costs. Any single item costing over \$500 must be detailed.

BUDGET LINE ITEM	NPI	EXPENSE DESCRIPTION	BUDGETED AMOUNT
		SUB-RECIPIENT'S NAME:	
		SUB-RECIPIENT ADMINISTRATIVE EXPENSES	
		Salaries + Fringe + Benefits	
		Rent and utilities	
		Indirect cost	
		Audit	
		General Liability Insurance	
		Other Forms of Agency Insurance - Specify	
		Office supplies	
		Office equipment	
		Travel	
		Other	
7		TOTAL SUB-RECIPIENT ADMINISTRATIVE EXPENSES	0.00

BUDGET LINE ITEM	NPI	EXPENSE DESCRIPTION Insert as many lines as you need under each NPI to describe expenditures.	BUDGETED AMOUNT
PROGRAM EXPENSES			
RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES			
10a	1.1	Employment	
	1.2	Employment Supports	
		Provide funds for childcare payments to enable applicants with children to find or maintain employment	120,818.00
	1.3	Economic Asset Enhancement and Utilization	
	2.1	Community Improvement and Revitalization	
	2.2	Community of Life and Assets	
	2.3	Community Engagement	
2.4	Employment Growth from ARRA Funds		
	Hire temporary caseworker to process and monitor applicants being assisted with training funds to obtain skills for employment (Funding split between CSBG-R and the Homelessness Prevention Rapid Re-Housing (HPRP) Grant)	17,000.00	
	Subtotal - Recipient Direct Client Assistance Expenses tied to National Goals 1 and 2. (Add together all Goal 1 and Goal 2 related expenses.)	137,818.00	
Do you have any sub-recipient direct client assistance expenses? If no, complete the check below. If yes, skip the following check.			
CHECK: Divide the Subtotal-Recipient Direct Client Assistance Expenses for Goal 1 and 2 by the total CSBG-ARRA Grant Funds. This amount must be equal to or greater than 30%.			36.4%
10b	6.1	Independent Living	
	6.2	Emergency Food	
	6.3	Child and Family Development	
	6.4	Family Support	
6.5	Service Counts		
	Subtotal - Recipient Direct Client Assistance Expenses tied to National Goals 6.	0.00	
10	RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES (Add together the Subtotal for Goals 1, 2, and 6 Expenses.)		137,818.00

BUDGET LINE ITEM	NPI	EXPENSE DESCRIPTION	BUDGETED AMOUNT	
PROGRAM EXPENSES				
RECIPIENT OTHER PROGRAM EXPENSE				
		Salaries + Fringe + Benefits	3,221.00	Provide a separate list of positions with salaries, fringe and benefits itemized. Cost allocation worksheet should include all positions paid for with this grant.
		Rent		Cost allocation worksheet should include all shared costs paid for with this grant.
		Utilities		May include electricity, internet access, water, phone service, etc.
		Office supplies		Include postage, copying, and other consumable supplies. Do not include equipment.
		Office equipment		Provide explanation and description of any single item costing over \$500. May include purchases, leases, maintenance and repairs.
		Travel - Mileage, lodging, and food costs for the certified ROMA trainer listed below	500.00	All travel must be directly related to this contract and activities. All conference or training travel or out-of-state travel must be detailed and itemized.
		Other - Cost to bring a certified ROMA trainer on-site to provide training to County staff and CSBG Board Members	2,500.00	description of any other costs. Any single item costing over \$500 must be detailed.
11		TOTAL RECIPIENT OTHER PROGRAM EXPENSE	6,221.00	

If you have subrecipients, you must complete the subrecipient worksheets.

If you claim secondary administration expenses, you must complete the Secondary Admin worksheet.

If you have no subrecipients and you do not claim secondary administration expenses, you are finished with the worksheets and ready to review and finalize the Budget Summary.

BUDGET LINE ITEM	NPI	EXPENSE DESCRIPTION	BUDGETED AMOUNT	
PROGRAM EXPENSES				
SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES				
SUB-RECIPIENT'S NAME: Workforce Central Florida				
13a	1.1	Employment		
	1.2	Employment Supports		
		Job training assistance funding for out of work individuals to obtain skills for re-employment	185,000.00	
	1.3	Economic Asset Enhancement and Utilization		
	2.1	Community Improvement and Revitalization		
	2.2	Community of Life and Assets		
	2.3	Community Engagement		
	2.4	Employment Growth from ARRA Funds		
		Hire temporary caseworker to process and monitor applicants being assisted with training funds to obtain skills for employment	34,000.00	
		Subtotal - Sub-Recipient Direct Client Assistance Expenses tied to National Goals 1 and 2. (Add together all Goal 1 and 2 related expenses.)	219,000.00	
	13b	6.1	Independent Living	
		6.2	Emergency Food	
6.3		Child and Family Development		
6.4		Family Support		
6.5		Service Counts		
		Subtotal - Sub-Recipient Direct Client Assistance Expenses tied to National Goals 6.	0.00	

CSBG-R Cost Allocation Summary

Line 6 - Salary + Fringes + Benefits: 5% of **Caseworker Supervisor's** compensation - \$3,789.00

Caseworker Supervisor's remaining compensation - 35% CSBG, 25% CDBG, 15% HPRP, and 20% County General Revenue

Line 6 - Salary + Fringes + Benefits: 10% of **Program Manager's** compensation - \$7,425.00

Program Manager's remaining compensation - 20% CDBG, 40% SHIP, and 30% County General Revenue (County General Revenue includes in-kind contribution for the CSBG and HPRP programs)

Line 6 – Total Salary + Fringes + Benefits = \$11,214.00

Line 6 – Rent and Utilities: 2.258% rounded to 2.26% of Building Rent of \$158,022 or \$3,568 per allocation calculation based on 0.70 FTE for CSBG-R against a building total of 31 FTE. Remaining rent and utilities (45.48% County General Revenue, 3.55% HOME, 18.71% CDBG, 7.74% HPRP, 4.84% CSBG, and 17.42% SHIP)

Line 10a - Salary + Fringes + Benefits: Case Manager (Temporary Position), 50% of compensation will be paid out of direct client assistance for case management services - \$17,000.00

Case Manager (Temporary Position)'s remaining compensation - 50% HPRP.

Line 11 - Salary + Fringes + Benefits: Case Manager, 5% of compensation will be paid out of recipient other program expenses - \$3,221.00.

Case Manager's remaining compensation – 35% HPRP, 45% CDBG, 15% County General Revenue.

Community Assistance

Employee	GR	HOME	CD HOME - Project	CD ADMIN	CDBG-CC	CD/HOME OS	NSP	HPRP	CSBG-R	CSBG	SHIP	TOTAL
Lawrence	20%					25%		15%	5%	35%		100%
Carrie	15%		35%			10%		35%	5%			100%
Delgado	20%					40%					40%	100%
Sara	30%		35%					35%				100%
Program Monitor	0%							50%	50%			100%
Boyce	30%					40%					30%	100%
Lutrig	15%					45%					40%	100%
Montgomery	15%					45%					40%	100%
HPRP Temp	0%							50%			50%	100%
Tish	0%	30%		30%								100%
Veterans/Rita	300%											100%
Madera	15%							20%		65%		100%
Spiezbach	25%					25%				50%		100%
Marie	30%		35%					35%				100%
Balagia	0%	60%		20%							20%	100%
Cahill	0%			30%							70%	100%
Lara	40%										60%	100%
Hecklers	0%			90%							10%	100%
Soto-Lopez	0%	20%		55%							25%	100%
Knight	25%										75%	100%
Deleted PS	0%					0%					0%	0%
Hall	30%					20%			10%		40%	100%
FTE Budgeted	6.10	1.10	1.05	2.25	0.00	2.50	0.00	2.40	0.70	1.50	5.40	23.00
Reorg Splits	391,869	80,949	65,273	150,117	0	185,357	0	124,300	31,434	97,917	345,977	1,473,192
	26.60%				335,474							
FY09-10 Budget	420,485	89,233	110,219	150,117		259,863	118,173	0	0	98,124	332,035	1,578,249
% of Total Payroll				409,980								
Reorg Changes	-28,616	-8,284	-44,946	-74,506			-118,173	124,300	31,434	-208	13,942	-105,057
Admin Max		122,865		482,613							376,411	
Lease Costs	71,875	5,607	5,352	11,469	0	12,744	0	12,234	3,568	7,646	27,526	158,022
				29,565								
FTE's Includes CS Admin - 2 FTE+ WFCF - 2 + VA WS - 2 + Vol - 2	14.10	1.10	1.05	2.25	0.00	2.50	0.00	2.40	0.70	1.50	5.40	31.00
	45.48%	3.55%	3.39%	7.26%	0.00%	8.06%	0.00%	7.74%	2.26%	4.84%	17.42%	100.00%

BUDGET LINE ITEM	NPI	EXPENSE DESCRIPTION	BUDGETED AMOUNT
SECONDARY ADMINISTRATIVE EXPENSES			
RECIPIENT ADMINISTRATIVE EXPENSES			0.00
		Salaries + Fringe + Benefits	
		Rent and utilities	
		Indirect cost	
		Audit	
		General Liability Insurance	
		Other Forms of Agency Insurance - Specify	
		Office supplies	
		Office equipment	
		Travel	
		Other	
		SUB-RECIPIENT (Salaries + Fringe, Rent, Utilities, Other)	
17		TOTAL SECONDARY ADMINISTRATIVE EXPENSES	0.00

**CSBG-ARRA
ATTACHMENT A-4
SECONDARY ADMINISTRATIVE EXPENSES**

Secondary Administrative Expense requested: Yes No Name of Recipient: _____

INSTRUCTIONS: If requesting Secondary Administrative Expenses, you must supply the following information for each secondary program for which administrative expenses are being requested. A "secondary program source" is the non-CSBG program that will receive administrative support from CSBG-ARRA funds. See Attachment H, Section (11) and the General Instructions for additional information. *The secondary program must be directly related to the anticipated outcomes of CSBG-ARRA as described in the Budget Detail and Workplan.*

BUDGET INFORMATION	NAME OF SECONDARY PROGRAM:	NAME OF SECONDARY PROGRAM:	NAME OF SECONDARY PROGRAM:	TOTAL OF ALL PROGRAMS
	GRANT START DATE: END DATE:	GRANT START DATE: END DATE:	GRANT START DATE: END DATE:	
1. Total cash budget for secondary program:	\$	\$	\$	
2. Maximum percent administrative expense including indirect cost allowed by secondary program:	%	%	%	
3. Total administrative expense approved by secondary program funding sources: ¹	\$	\$	\$	
4. CSBG secondary administrative expense requested: ²	\$	\$	\$	\$
5. Total administrative expense (Line 3 + Line 4):	\$	\$	\$	
6. Percent of total administrative expense to total budget (Line 5 divided by Line 1). This total cannot exceed 15% of Line 1.	%	%	%	
7. National Performance Indicator (NPI) supported by this secondary administrative funding. (From Attachment L, Workplan and Quarterly Report Form)	NPI:	NPI:	NPI:	

The Recipient must take full advantage of all administrative and indirect dollars allowed by the secondary program's funding source before CSBG secondary administrative expenses are requested. For each secondary administration program, provide documentation of the maximum administrative limits of the secondary program and a copy of the contract budget detailing the amount of the contract and the administration funds provided by the secondary source.

² You are required to provide budget detail in Attachment A-3 for the amount on line 4 for each program above.

**CSBG-ARRA
ATTACHMENT A-5
SCOPE OF WORK**

The Community Services Block Grant-American Recovery and Reinvestment Act (Recovery Act) of 2009 funds (CSBG-ARRA) will be used for the reduction of poverty, revitalization of low-income communities, and empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient. Recipients are to use these funds to support employment-related services and activities that create and sustain economic growth. To this end, Recipients will use at least 30 percent (30%) of their CSBG-ARRA budget for and job creation, retention, stabilization, placement or training and other employment related activities tied to CSBG National Goals 1 and 2. The Recipient shall perform the work in accordance with Attachment A, Budget and Scope of Work, and Attachment L, Workplan and Quarterly Report Form of this Agreement.

**CSBG-ARRA
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable laws and local rules, including, but not limited to the provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B – Community Services Block Grant (CSBG) Program of the Community Services Block Grant Act, the American Recovery and Reinvestment Act (ARRA), the provision of the current approved CSBG-ARRA State Plan, including all approved amendments or revisions. Administrative Rule Chapter 9B-22, Florida Administrative Code, OMB IM-09-10 and the Initial Implementing Guidance for the American Recovery and Reinvestment Act of 2009, Florida Chief Financial Officer Memorandum No. 05 (2008-2009), American Recovery and Reinvestment Act of 2009 (Public Law 111-5), Federal Central Contractor Registration (<http://www.ccr.gov/>), and Title 45 C.F. R. Part 96. Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations (CFR) are applicable:

1. Part 16 - Procedures of the Department Grant Appeals Board;
2. Part 30 - Claims Collection;
3. Part 74 – Uniform Administrative Requirements for Awards and subawards to institutions of higher education, hospitals, other nonprofit organizations, and commercial organizations.
3. Part 76 - Debarment and Suspension from Eligibility for Financial Assistance (Nonprocurement);
4. Part 80 - Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
5. Part 81 - Practice and Procedure for Hearings Under Part 80 of this Title;
6. Part 84 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
7. Part 86 - Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
8. Part 87 - Equal Treatment for Faith-Based Organizations;
9. Part 91 - Nondiscrimination on the Basis of Age in HHS Programs or Activities Received Federal Financial Assistance;
10. Part 93 - New Restrictions on Lobbying;
11. Part 96 - Block Grants
12. Part 97 - Consolidation of Grants to the Insular Areas;
13. Part 100 - Intergovernmental Review of Department of Health and Human Services Programs and Activities.
14. Part 176 - Schedule of Expenditures of Federal Awards,
http://www.myfloridaacfo.com/aadir/statewide_financial_reporting/financing.htm

**CSBG-ARRA
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

B. FUNDING AVAILABILITY FOR EXPENDITURE

Funds are available for expenditure in accordance with Title VI of Public Law 97-35 as amended by P.L. 105-277, 45 CFR Part 96. For States, local governments and Indian Tribes follow OMB Circular A-87 for cost principles (Relocated to 2 CFR, Part 225), OMB Circular 102 for administrative requirements and OMB Circular A-133 for audit requirements and the laws and procedures applicable to the Community Services Block Grant Program. For Non-profit organizations follow OMB Circular A-122 for cost principles (Relocated to 2 CFR, Part 230), OMB Circular A-110 for administrative requirements, (Relocated to 2 CFR, Part 215) and OMB Circular A-133 for audit requirements and the laws and procedures applicable to the Community Services Block Grant Program and the Single Audit Act of 1984, as amended. The Community Services Block Grant program is authorized and funded through the United States Department of Health and Human Services. CSBG-ARRA funds must be accounted for separately from regular CSBG funding and clearly identified with a separate CFDA number.

C. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY

The Recipient assures, as stated in Section 508 of Public Law 103-333, "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

- (1) the percentage of the total costs of the program or project which will be financed with Federal money,
- (2) the dollar amount of Federal funds for the project or program, and
- (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources."

D. PROGRAM INCOME

Program income is gross income received that is directly generated by the federally-funded project during the grant period. The recipient may apply program income, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to the Department on the monthly financial status reports and at the time of submission of the final close-out report.

E. INTEREST FROM CASH ADVANCES

Non-profit Recipients shall invest cash advances in compliance with section .22 of OMB Circular A-110 as revised. Local Governments shall invest cash advances in compliance with section .21 (h) (2) (i) of the Common Rule. All Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless the following applies:

**CSBG-ARRA
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

(1) NON-PROFITS ONLY:

- (a) The Recipient receives less than \$120,000 total from all federal awards per year.
- (b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on Federal cash balances from all Federal awards received each year.
- (c) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resource. Interest earned off cash advances shall be reflected on the monthly financial status report and the close-out reports.

(2) LOCAL GOVERNMENTS

Except for interest earned on advance of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et. seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and sub-grantees shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The grantee or sub-grantee may keep interest amounts up to \$100 per year for administrative expenses for all interest accrued from all federal awards received. The interest maintained for administrative expenses must be proportionate to the program's contribution to the interest earned.

F. MODIFICATIONS

(1) The Department shall not be obligated to reimburse the Recipient for outlays in excess of the funded amount of this Agreement unless and until the Department officially approves such expenditures by executing a written modification to the original contractual Agreement.

(2) The following conditions will govern modifications to this agreement:

(a) An unlimited budgeted amount may be moved from any line item to the direct client assistance line item without written departmental approval. These changes will become effective upon the Department receiving and accepting an accurate amended budget summary, budget detail, workplan and workplan summary reflecting these changes.

(b) With the exception given in (a) above, all requests for modifications to increase or decrease any line item by more than 20% must be submitted to the Department for approval thirty (30) days prior to the anticipated implementation date. Failure to meet this time frame may result in reimbursement delays. The Recipient must use a CSBG-ARRA modification package, approved by the Department, which includes an amended budget summary, budget detail, work plan and work plan summary. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

**CSBG-ARRA
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

(c) Modifications to increase or decrease any line item by less than 20 percent, may be made without the Department's written approval. These changes will become effective upon the Department receiving and accepting as accurate an amended budget summary, budget detail, work plan and workplan summary reflecting these changes.

(d) Only unobligated funds may be transferred from one line item to another line item.

(e) Budget changes must not result in over expenditure of the amounts stated in section (17)(a) of this agreement nor the limits set for administrative or secondary administrative expenses.

G. CSBG-ARRA CLIENT ELIGIBILITY

(1) The Recipient shall certify that each household receiving CSBG-ARRA funded services is income eligible. The sum of all countable income from all household members must be used in determining eligibility. The total household income cannot exceed 200 percent of the current Office of Management and Budget Poverty Guidelines. A "household" is an individual or group of individuals living together as one economic unit. The Recipient must secure income documentation that is no more than one year old of all household income sources. In the event that the applicant cannot provide income documentation, the Recipient shall require the applicant to provide a signed certification of eligibility to attest to the applicant's verbal declaration of total household income. This certification must specify the reasons that no current documentation can be supplied by the applicant and a statement of how the applicant is providing for his/her basic needs.

(2) Recipients are required to have written applicant appeal procedures. Any applicant denied CSBG-ARRA services must be provided a written notice of the denial which includes the appeals process and the reason(s) for the denial. In cases where the denial is for lack of documentation, the agency must explain what specific documents are required in order for the applicant to reapply for services.

H. MONITORING

(1) The Recipient shall allow the Department to carry out monitoring, evaluation and technical assistance and shall ensure the cooperation of its employees, and of any sub-recipients with whom the Recipient contracts to carry out program activities.

(2) Training and technical assistance shall be provided by the Department, within limits of staff time and budget, upon request by the Recipient and/or upon determination by the Department of Recipient need.

I. BONDING

(1) Non-Profit Organizations: The Recipient agrees to purchase a blanket fidelity bond covering all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee and agent up to an amount which is equal to at least one-half of the total CSBG-ARRA contract amount.

**CSBG-ARRA
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

(2) Local Governments: The Recipient agrees to purchase a fidelity bond in accordance with Section 13.07, Fla. Stat and/or Section 624.4622 Fla, Stat. The fidelity bond must cover all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement.

**CSBG-ARRA
ATTACHMENT C
RECORDKEEPING**

(1) The Recipient will maintain a separate record for each CSBG-ARRA client which includes at least the following data: name, address, sex, race, age, income amount and method of verification for each member of the client's household, date client was interviewed, services provided to the client and documentation of any denial of client services. All CSBG-ARRA assistance applications must be signed by the client and by the Recipient's representative.

(2) All records, correspondence, employee time sheets, board minutes, board meeting notices and other documents related to CSBG-ARRA funded activities shall be available for public inspection during normal business hours.

**CSBG-ARRA
ATTACHMENT D
REPORTS**

A. Annual reports

(1) Within 45 days after the end of the Agreement, the Recipient shall submit the CSBG-ARRA Close-out Report, including the CSBG-ARRA Final Financial Report, a refund check for any unspent funds, and the CSBG-ARRA Final Program Report.

(2) Recipients will complete and submit the CSBG Information System Survey. The Recipient will be notified in writing of the due date.

(3) Agencies that are below the \$500,000 threshold of Federal awards in its fiscal year and thus are exempt from the federal single audit act requirements, shall submit with their contract proposal a copy of their most recent IRS Form 990.

B. Quarterly Reports

The CSBG-ARRA quarterly program reports must be provided to the Department no later than the six (6) calendar days following the end of the last month of the quarterly reporting period.

C. Monthly reports

The CSBG-ARRA Monthly Financial Status Reports must be provided to the Department no later than the twenty-first (21st) day of each month following the end of the reporting period regardless of whether or not funds were expended.

D. Monitoring Report Responses

A written response to all monitoring report findings and/or concerns must be provided to the Department no later than 35 days from the date of the monitoring report.

E. Cost Allocation Plans

2 CFR Part 215, Subpart C, Section 215.21(6) requires that recipients financial systems provide for a written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable federal cost principles and terms and conditions of the award. To document this, Recipients must submit with copies of the written cost allocation plans to the Department with their contracts.

F. Central Contractor Registration

Recipient must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards with ARRA funds. A Dun and Bradstreet Data Universal Number System (DUNS) number (www.dnb.com) is one of the requirements for registering in the Central Contractor Registration.

G. Additional Data Reporting

This award requires the recipient to complete projects and activities which are funded under the ARRA and to report on use of ARRA funds provided through this award. As the details of the reporting requirements are received from the U.S. Department of Health and Human Services, additional data reporting may be required of the Recipient. Information from these reports will be made available to the public.

**CSBG-ARRA
ATTACHMENT D
REPORTS**

H. Additional Reports

Upon reasonable notice, the Recipient shall provide additional program updates or information as may be required by the Department, including supporting or source documentation for any reports identified in this section.

The reports shall be submitted to:

Ms. Hilda Frazier, Planning Manager
Florida Department of Community Affairs
Division of Housing & Community Development
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

**CSBG-ARRA
ATTACHMENT E
JUSTIFICATION OF ADVANCE PAYMENT**

RECIPIENT: (type here)

Indicate by checking one of the boxes below if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

<input type="checkbox"/> NO ADVANCE REQUESTED No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.	<input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ 0.00 is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
--	---

ADVANCE REQUEST WORKSHEET

If you have previous contract history with department and are requesting an advance for this agreement, complete the following worksheet (double click on the table below to activate the embedded Excel spreadsheet):

Description	FY 2006-07	FY 2007-08	FY 2008-09	Total
Initial Contract Allocation				\$0.00
First 3 Months Contract Expenditures ¹				\$0.00
Ave. % Expended in First 3 Months				0%

¹ First three months in which funds were expended.

CALCULATION OF MAXIMUM ADVANCE

$$0\% \quad \times \quad \frac{\text{DCA Award}}{\text{(not including any match)}} \quad = \quad \text{\$0.00 Max. Advance}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

Check the applicable box below:

- Recipient has no previous DCA contract history (Complete the Estimated Expenses chart below)
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. (Complete both the Estimated Expenses chart and the Explanation of Exceptional Circumstances section below)

**CSBG-ARRA
ATTACHMENT E
JUSTIFICATION OF ADVANCE PAYMENT**

ESTIMATED EXPENSES *(double click on the table below to activate the embedded Excel spreadsheet)*

BUDGET CATEGORY	Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration)	
PROGRAM EXPENSES	
TOTAL EXPENSES	\$0.00

EXPLANATION OF EXCEPTIONAL CIRCUMSTANCES:

**CSBG-ARRA
ATTACHMENT F
WARRANTIES AND REPRESENTATIONS**

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

**CSBG-ARRA
ATTACHMENT F
WARRANTIES AND REPRESENTATIONS**

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____ to _____ (times and days of week)

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

CSBG-ARRA
ATTACHMENT G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, 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.
- (2) Where the Contractor's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

(Sub-Contractor's Name)

(Recipient's Name)

_____ Date: _____
(Authorized Signature)

(Print Name and Title)

(DCA Contract Number)

(Street Address)

(City, State, Zip)

**CSBG-ARRA
ATTACHMENT H
STATEMENT OF ASSURANCES**

A. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

B. Interest of Members, Officers, or Employees of Recipient, Members of Local Governing Body, or Other Public Officials

No member, officer, or employee of the Recipient, or its delegates or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract, subrecipient agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate or cause to be incorporated in all such Agreements, a provision prohibiting such interest pursuant to the purposes of this subsection. No board member, officer or employee will be permitted to receive any remuneration or gift in any amount. Board members may receive travel expenses in accordance with s. 112.061, Florida Statutes.

C. Nepotism

The Recipient agrees to abide by the provisions of s.112.3135, Florida Statutes, pertaining to nepotism in their performance under this Agreement.

D. CSBG-ARRA Assurances

The Recipient hereby assures and certifies as a condition of receipt of CSBG-ARRA funds, that it and its subrecipients will comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of CSBG-ARRA funds, the Recipient assures and certifies that:

(1) The Recipient possesses the legal authority to apply for the grant, and that the contract proposal has been approved by the Recipient's governing body, including all assurances contained herein.

(2) The Recipient will use all CSBG-ARRA funds to provide services and activities having a measurable and potentially major impact on causes of poverty in the community with employment being a major component. At least 30 percent (30%) of the Recipient's CSBG-ARRA budget must be used for employment, job creation, job retention, job stabilization, placement or job training activities. These activities must be tied to CSBG National Goals 1 and 2.

All funds not used during the contract period will be returned to the Department of Community Affairs with the close-out report on or before the due date. All unspent funds will be returned to the U.S. Department of Health and Human Services. There will be no carry-over of unspent CSBG-ARRA funds.

**CSBG-ARRA
ATTACHMENT H
STATEMENT OF ASSURANCES**

(3) The recipient assures and provides documentation that the Community Services Block Grant board is administered through a tri-partite board that meets the requirements of 9B-22.001, F.A.C. and 42 U.S.C.9910, Section 676B. The CSBG board will fully participate in the development, planning, implementation, and evaluation of the CSBG-ARRA program to serve low-income communities.

(4) The Recipient will provide for coordination among anti-poverty programs in each community.

(5) The Recipient possesses the sound fiscal controls and fund accounting procedures necessary to adequately safeguard the assets of the agency, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with audit procedures and prescribed management policies of the agency.

(6) The Recipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law. The Recipient will notify the Department in writing immediately of any allegations or acts pertaining to fraud or the misuse of CSBG-ARRA funds.

(7) The Recipient will give the Department, the Auditor General or any authorized representative complete access to examine all records, books, papers or documents related to all fiscal and program operations of the grant, including those of any sub-recipient.

(8) The Recipient will comply with non-discrimination provisions, in accordance with Florida Statutes; section 678(F)(c)(1) of Public Law 97-35, as amended; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.

(9) The Recipient will comply with section 678F(a)(1) of Public Law 97-35, as amended, which prohibits use of CSBG-ARRA funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.

(10) CSBG-ARRA administrative expenses shall not exceed 15 percent of the total final CSBG-ARRA expenditures at close-out. Any amount in excess of this limit shall be refunded to the Department at time of contract close-out.

(11) If secondary administrative expenses are requested, the following conditions must be met:

(a) CSBG-ARRA Budget, Attachment A and Workplan and Quarterly Report Form, Attachment L must document how these expenses will be used to support eligible CSBG-ARRA Community Action Plan activities.

(b) The administrative expenses of the secondary grant source must be fully utilized prior to using CSBG-ARRA funds for secondary administrative expenses.

(c) CSBG-ARRA funds may not be used to increase administrative expenses for a secondary grant source above 15 percent of the secondary grant source's total grant amount.

(d) Only the Recipient is eligible for these funds. Secondary administration may not be claimed or used by sub-recipients.

(e) All contracts and fiscal expense documentation related to the grant sources for which secondary administration is claimed must be made available to the Department upon request.

**CSBG-ARRA
ATTACHMENT H
STATEMENT OF ASSURANCES**

(f) Audit costs, travel and association dues are not allowable secondary administrative expenses.

(g) Under no circumstances shall secondary administrative expenses be approved for costs already covered by the CSBG secondary grant source or any other administrative costs exceeding the total of 15 percent of the total secondary grant source budget.

(12) If the Recipient administers a transportation program, it will comply with Chapter 427, Florida Statutes, so that it will coordinate with the appropriate transportation provider(s).

(13) The CSBG-ARRA application and all its attachments, including budget data, are true and correct.

(14) In accordance with section 678F(b)(1)(2) of Public Law 97-35, as amended, the Recipient will prohibit any political activities by the Recipient or employees in accordance with the Hatch Act restrictions on political activity

(15) In accordance with section 678(G)(a) of Public Law 97-35, as amended, the Recipient may conduct drug testing on CSBG-ARRA program participants. If the Recipient does so, it must inform participants, who test positive, and refer them to treatment facilities.

(16) In accordance with section 678G(b) of Public Law 97-35, as amended, the Recipient assures that it will inform custodial parents in single parent homes who participate in CSBG-ARRA funded programs about the availability of child-support services and refer them to the appropriate state and local child support offices.

(17) In accordance with section 676(b)(11) and section 676(b)(3) of Public Law 97-35, as amended, the Recipient must provide the Department with an agency Community Action Plan that consists of the following:

(a) A community needs assessment for the community served;

(b) A description of the service-delivery system targeted to low-income individuals and families in the service area with an emphasis on employment and job creation and retention;

(c) A description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultation to support ARRA efforts and avoid duplication of services;

(d) A description of how funding under this Act will be coordinated with other public and private resources; and

(e) A description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

(18) The Recipient assures that the Workplan and Quarterly Report Form, Attachment L to this agreement is consistent with the most current Community Action Plan officially adopted by the Recipient's board of directors.

(19) The Recipient agrees to comply with Part C of Public Law 103-227, the "PRO-KIDS Act of 1994" (Act), which requires that smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services

**CSBG-ARRA
ATTACHMENT H
STATEMENT OF ASSURANCES**

provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.

(20) The Recipient assures that the above language contained in Section (19) of Attachment H of this Agreement will be included in any sub-contracts which contain provisions for children's services and that all sub-Recipients shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

(21) The Recipient assures, as stated in Section 507 of Public Law 103-333 "Purchase of American-Made Equipment and Products", that to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

(22) The Recipient assures that no sub-awards under this program shall be used to support inherently religious activities such as religious instruction, workshop, or proselytization. Organizations must take steps to separate, in time or location, their inherently religious activities from the services funded this program. Regulations pertaining to the prohibition of Federal funds for inherently religious activities can be found on the United States Department of Health and Human Services (HHS) website at: <http://www.os.dhhs.gov/fbci/waisgate21.pdf>.

(23) Each Recipient receiving an allotment for a fiscal year shall adhere to the Application and Plan assurances set forth in section 676 of Public Law 97-35, as amended.

(24) This Agreement has been approved by the Recipient's governing body by official action and for public agencies, the Recipient's Community Action Board, and the officer who signs it is duly authorized to do so.

(25) The Recipient shall secure and maintain an internet computer service and notify the Department of their e-mail address.

(26) The Recipient shall develop a Memorandum of Understanding with all Work Force Florida, Incorporated boards in their service area. The Memorandum of Understanding shall detail cooperative workforce training and employment efforts and shall describe the actions that will be taken by both parties to assure the coordination and partnership of the CSBG-ARRA program and Work Force Florida, Incorporated "One-Stop" delivery system, services and information.

(27) When providing rental or mortgage assistance with CSBG-ARRA funds, the Recipient will secure either a rental/lease agreement or mortgage documentation and place a copy of the documentation in the client's file.

(28) The Recipient will budget for and have appropriate staff attend training sessions as determined by the Department to cover CSBG-ARRA policies and procedures.

(29) The Recipient will participate in the Results Orientated Management and Accountability (ROMA). This includes management, staff and Community Action Board members attending ROMA training provided by a certified ROMA instructor.

**CSBG-ARRA
ATTACHMENT I
PROPERTY MANAGEMENT AND PROCUREMENT**

Recipient shall comply with property management standards for non-expendable property equivalent, at a minimum, to OMB Circular A-102, revised or OMB Circular A-110, revised, Subpart C, Post Award Requirements, and the awarding federal agency's "Common Rule."

**CSBG-ARRA
ATTACHMENT J
SPECIAL CONDITIONS**

- A. The Recipient and its sub-recipients shall comply with the following special conditions:
None.

- B. Failure of the Recipient or its sub-recipients to comply with the special conditions under this Agreement shall be cause for the immediate suspension of payments, and may be cause for the immediate termination of this Agreement.

CSBG-ARRA ATTACHMENT K

RECIPIENT INFORMATION

1. RECIPIENT: Seminole County

2. COUNTIES TO BE SERVED WITH THESE FUNDS: 1 Seminole County

3. GENERAL ADMINISTRATIVE INFORMATION

A. Agency Head (Executive Director or Chief Department Administrator)

Name: Michele Saunders Title: Department Director

Street Address: 534 W. Lake Mary Blvd County: Seminole

City: Sanford, Fl Zip Code: 32773

Telephone (407) 665-2301 Fax (407) 665-2309 E-Mail: msaunders@seminolecountyfl.gov

MAILING ADDRESS (IF DIFFERENT FROM ABOVE)

Address: _____

City: _____, Fl Zip Code: _____

B. Chief Elected Official for Local Governments or President/Chair of Board for Nonprofits
(Home or business address other than agency address.)

Name: Bob Dallari Title: Chairman

Street Address: 1101 E. First Street County: Seminole

City: Seminole, Fl Zip Code: 32771

Telephone (407) 665-7215 Fax (407) 665-7958 E-Mail: bdallari@seminolecountyfl.gov

C. FOR PUBLIC AGENCIES: Chair of Community Action Board
(Home or business address other than agency address.)

Name: Sara Reece Title: CSBG Board Chairman

Street Address: 225 Newburyport Avenue County: Seminole

City: Altamonte Springs, Fl Zip Code: 32701

Telephone () Fax () E-Mail: sara@orhs.org

D. RECIPIENT CONTACT PERSON/PROGRAM COORDINATOR

Name: Carmen Hall Title: Housing Program Manager

Street Address: 534 W. Lake Mary Blvd County: Seminole

City: Sanford, Fl Zip Code: 32773

Telephone (407) 665-2394 Fax (407) 665-2358 E-Mail: chall03@seminolecountyfl.gov

E. WARRANT OFFICER (OFFICIAL TO RECEIVE STATE WARRANT)

Name: Maryanne Morse Title: Clerk of Court

Street Address: 301 N. Park Avenue (Street address)

City: Sanford, Fl Zip Code: 32771

Telephone (407) 665-4330 Fax (407) 330-7193 E-Mail: _____

F. FINANCIAL CONTACT PERSON

Name: Leo Luttig Title: Business Manager

Street Address: 534 W. Lake Mary Blvd County: Seminole

City: Sanford, Fl Zip Code: 32773

Telephone (407) 665-2393 Fax (407) 665-2309 E-Mail: lluttig@seminolecountyfl.gov

G. PERSON(S) AUTHORIZED TO SIGN FISCAL REPORTS

1. Name: Leo Luttig Title: Business Manager

2. Name: Susie Montgomery Title: Project Coordinator

4. SUB-RECIPIENT INFORMATION

These funds will be transferred to one or more Sub-Recipients: Yes ___ No X

For each Sub-Recipient, attach a copy of Attachment B-2, Sub-Recipient Information

5. AUDIT: Recipient Fiscal Year: **October 1, 2009 to September 30, 2010**

Audit is due nine months from the end of the recipient's fiscal year:

**CSBG - ARRA
ATTACHMENT L
WORKPLAN AND QUARTERLY REPORT**

Community Services Block Grant (CSBG)
ATTACHMENT L
WORKPLAN and FOCAS (Quarterly) Report

Agency: Seminole County

Contract: Community Services Block Grant - ARRA

Quarter: _____ Period: July 1, 2009 - Sept. 30, 2010

Contact: Shirley Davis-Boyce Title: Division Manager

Email: sboyce@seminolecountyfl.gov

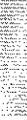
Phone: (407) 665-2363

ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)

CSBG WORK PLAN (WP)

GOAL	TARGET	TITLE	PAGE / TAB *
1	Clients	Low-Income People Become Self-Sufficient	NPI 1
2	Community	The Conditions in Which Low-income People Live are Improved	NPI 2
3	Community	Low-Income People Own a Stake in their Community	NPI 3
4	Agency	Partnerships Among Supporters and Providers of Services to Low-Income People Are Achieved	NPI 4
5	Agency	Agencies Increase Their Capacity to Achieve Results	NPI 5 T1
		Table 1 Broadening the Resource Base -- The number of dollars mobilized by community action.	
		Table 2 Agency Staff Improves Their Capacity to Achieve Results	NPI 5 T2
		Table 3 Agency Development - Agencies Increase Staff Capacity To Achieve Results Through Training	NPI 5.1 T3
		Table 4 Agency Has the Capacity to Measure Client Progress Toward Self-Sufficiency	NPI 5 T4
		Table 5 Agency Has the Capacity to Report Client Progress Toward Self-Sufficiency and Provide ROMA Training to Board/Staff	NPI 5 T5
6	Clients	Low-Income People, Especially Vulnerable Populations, Achieve Their Potential by Strengthening Family and Other Supportive Environments	NPI 6

* Each NPI may have several pages. If so, all pages of the same NPI will be the same color as shown above.

Note: Individual items highlighted in  are **new** items from the revised NASCSP IS Survey forms.

ATTACHMENT L - Workplan and Quarterly Report Form

Community Action Goal 1 (Family) -- Low-Income People Become More Self-Sufficient

Agency Name: Seminole County

	A.	B.	C.	D.
FOCAS Outcomes Catalog	WORKPLAN	Number of Participants Enrolled in Program	Number of Participants Achieving Outcome (Actual)	Percentage Achieving Outcome [C / A = D]
Goal 1: Low-Income People Become More Self-Sufficient National Performance Indicators: 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization <i>All agencies must report on at least one NPI in Goal 1.</i> Results reported in columns B and C are life to date from the beginning of this contract.				
NPI 1.1: EMPLOYMENT - The number and percentage of low-income participants in Community Action employment initiatives who get a job or become self-employed as measured by one or more of the following: (Pgs 13-18)				
A. Unemployed and obtained a job. (<i>Unduplicated count</i>) (Pg 16)				
B. Employed and maintained a job for at least 90 days. (Pg 17)				
C. Employed and obtained an increase in employment income and/or benefits. (Pg 17)				
D. Achieved "living wage" employment and/or benefits (Pg 18) ["Living Wage" must be a locally adopted rate as identified by a government or formal coalition.]				
<i>In the rows below, please include any additional indicators that were not captured above.</i>				

Narrative Comments:

**ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
 Community Action Goal 1 (Family) -- Low-Income People Become More Self-Sufficient**

Agency Name: _____

FOCAS Outcomes Catalog		A.	B.	C.	D.
Goal 1: Low-Income People Become More Self-Sufficient		WORKPLAN Number of Participants Expected to Achieve Outcome (Target)	Number of Participants Enrolled in Program(s)	Number of Participants Achieving Outcome (Actual)	Percentage Achieving Outcome [C / A = D]
National Performance Indicators: 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization <i>All agencies must report on at least one NPI in Goal 1. Results reported in columns B and C are life to date from the beginning of this contract.</i>					
NPI 1.2: EMPLOYMENT SUPPORTS - The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from Community Action measured by one or more of the following: (Pgs 19-24)		50			
A.	Obtained skills/competencies required for employment (Pg 21)				
B.	Completed ABE/GED and received certificate or diploma (Pg 21)				
C.	Completed post-secondary education program and obtained certificate/diploma (Pg 21)				
D.	Enrolled children in before or after school programs (Pg 22)				
E.	Obtain care for child or other dependent (Pg 22)	50			
F.	Obtain access to reliable transportation and/or driver's license (Pg 22)				
G.	Obtained health care services for themselves or a family member (Pg 23)				
H.	Obtained safe and affordable housing (Pg 23)				
I.	Obtained food assistance (Pg 23)				
J.	Obtained non-emergency LIHEAP energy assistance (Pg 24)				
K.	Obtained non-emergency WX energy assistance (Pg 24)				
L.	Obtained other non-emergency energy assistance (Pg 24) (State/local/private energy programs. DO NOT include LIHEAP or WX)				
<i>In the rows below, please include any additional indicators that were not captured above.</i>					
M.	Obtained identification or work permit documentation for employment (social security card, work permit, legal immigration papers, etc.)				

Narrative Comments: Sub Recipient Agreement with Workforce Central Florida, Inc. for Training

ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
 Community Action Goal 1 (Family) -- *Low-Income People Become More Self-Sufficient*

Agency Name: Seminole County

FOCAS Outcomes Catalog		A.	B.	C.	D.	E.
Goal 1: Low-Income People Become More Self-Sufficient		WORKPLAN	Number of Participants Enrolled in Program	Number of Participants Achieving Outcome (Actual)	Percentage Achieving Outcome [C / A = D]	Aggregated Dollar Amounts (Payments, Credits or Savings)
National Performance Indicators: 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization <i>All agencies must report on at least one NPI in Goal 1. Results reported in columns B and C are life to date from the beginning of this contract.</i>						
NPI 1.3: ECONOMIC ASSET ENHANCEMENT AND UTILIZATION -- The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of Community Action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following: (Pgs 25-29)						
A. Enhancement						
1. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits. (Pg 27)						
2. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments. (Pg 27)						
3. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings. (Pg 27)						
<i>In the rows below, please include any additional indicators that were not captured above.</i>						

Narrative Comments:

ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
 Community Action Goal 2 (Community) -- *The Conditions in Which Low-Income People Live are Improved*

Agency Name: Seminole County

FOCAS Outcomes Catalog		2		3		4		5	
Goal 2: The Conditions in Which Low-Income People Live are Improved		Number of Projects or Initiatives		Number of Projects or Initiatives		Number of Opportunities and/or Community Resources Preserved or Increased		Number of Opportunities and/or Community Resources Preserved or Increased	
		WORKPLAN Expected to Achieve		Achieved		WORKPLAN Expected to Achieve		Achieved	
National Performance Indicators:									
2.1 Community Improvement and Revitalization									
2.2 Community Quality of Life and Assists									
2.3 Community Engagement									
2.4 Employment Growth from ARRA Funds									
*****NEW INDICATOR*****									
*****NEW INDICATOR*****									
All agencies must report on at least one NPI in Goal 2.									
Results reported in columns 3 and 5 are life to date from the beginning of this contract.									
NPI 2.1: COMMUNITY IMPROVEMENT AND REVITALIZATION -- Increase in, or safeguarding of, threatened opportunities and community resources or services for low-income people in the community as a result of Community Action projects, initiatives or advocacy with other public and private agencies as measured by one or more of the following: (Pgs 30-35)									
A.	Jobs created, or saved, from reduction or elimination in the community (Pg 32)								
B.	Accessible "living wage" jobs created or saved from reduction or elimination in the community. (See footnote) (Pg 32)								
C.	Safe and affordable housing units created in the community. (Pg 33)								
D.	Safe & affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by Community Action activity or advocacy. (Pg 33)								
E.	Accessible, safe and affordable health care services/facilities for low-income people created or saved from reduction or elimination (Pg 33)								
F.	Accessible, safe and affordable child care or child development placement opportunities for low-income families created, or saved from reduction or elimination. (Pg 34)								
G.	Accessible before-school and after-school program placement opportunities for low-income families created, or saved from reduction or elimination. (Pg 34)								
H.	Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public/private transportation. (Pg 34)								
I.	Accessible or increased educational & training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED and post-secondary education. (Pg 35)								
In the rows below, please include any additional indicators that were not captured above.									

**"Living wage" must be a locally adopted rate as identified by a local government or formal coalition.

Narrative Comments:

ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action System (FOCAS)
 Community Action Goal 2 (Community) -- *The Conditions in Which Low-Income People Live are Improved*

Agency Name: Seminole County

		2	3	4	5
		Number of Program Initiatives or Advocacy Efforts		Number of Community Assets, Services or Facilities Preserved or Increased	
		WORKPLAN Expected to Achieve	Achieved	WORKPLAN Expected to Achieve	Achieved
FOCAS Outcomes Catalog Goal 2: The Conditions in Which Low-Income People Live are Improved National Performance Indicators: 2.1 Community Improvement and Revitalization 2.2 Community Quality of Life and Assists 2.3 Community Engagement 2.4 Employment Growth from ARRA Funds All agencies must report on at least one NPI in Goal 2. Results reported in columns 3 and 5 are life to date from the beginning of this contract.					
*****NEW INDICATOR***** *****NEW INDICATOR*****					
NPI 2.2: COMMUNITY QUALITY OF LIFE AND ASSETS -- The quality of life and assets in low-income neighborhoods are improved by Community Action initiatives or advocacy, as measured by one or more of the following: (Pgs 36-39)					
A.	Increase in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets. (Pg 37)				
B.	Increase in the availability or preservation of community facilities (Pg 38)				
C.	Increase in the availability or preservation of community services to improve public health and safety. (Pg 38)				
D.	Increase in the availability or preservation of commercial services within low-income neighborhoods. (Pg 38)				
E.	Increase in, or preservation of, neighborhood quality-of-life resources. (Pg 39)				
<i>In the rows below, please include any additional indicators that were not captured above.</i>					

Narrative Comments:

ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
 Community Action Goal 2 (Community) -- *The Conditions in Which Low-Income People Live are Improved*

Agency Name: Seminole County

FOCAS Outcomes Catalog		2	3
Goal 2: The Conditions in Which Low-Income People Live are Improved		WORKPLAN	
National Performance Indicators:		Number of Jobs Expected to Achieve	Number of Jobs Achieved
2.1	Community Improvement and Revitalization		
2.2	Community Quality of Life and Assists		
2.3	Community Engagement		
2.4	Employment Growth from ARRA Funds		
	*****NEW INDICATOR*****		
	*****NEW INDICATOR*****		
All agencies must report on at least one NPI in Goal 2.			
Results reported in column 3 is life to date from the beginning of this contract.			
NPI 2.4: EMPLOYMENT GROWTH FROM ARRA FUNDS -- The total number of jobs created or saved, at least in part by ARRA funds, in the community. (Pgs 42-43)			
A	Jobs created at least in part by ARRA Funds (Pg 43)	2	
B	Jobs saved at least in part by ARRA Funds (Pg 43)	6	

Narrative Comments:
 2.4 A- One position created by CSBG-R funds (Workforce Central Florida, Inc. Position) and one position created by HPRP funds.
 2.4 B - 6 positions saved with CSBG R and HPRP funds (4 Case Managers, 1 Case Manager Supervisor and 1 Housing Program Manager)

ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
 Community Action Goal 3 (Community) -- *Low-Income People Own a Stake in their Community*

Agency Name: Seminole County

FOCAS Outcomes Catalog	2	3
<p>Goal 3: Low-Income People Own a Stake in their Community</p> <p>National Performance Indicators:</p> <p>3.1 Community Enhancement through Maximum Feasible Participation *****NEW INDICATOR*****</p> <p>3.2 Community Empowerment through Maximum Feasible Participation</p> <p>All agencies must report on at least one NPI 3.1.</p> <p>NPI 3.1: COMMUNITY ENHANCEMENT THROUGH MAXIMUM FEASIBLE PARTICIPATION -- The number of volunteer hours donated to Community Action agency or agency supported activities. (Pg 44)</p>	<p>WORKPLAN</p> <p>Number of Volunteer Hours Expected to Achieve</p>	<p>Number of Volunteer Hours Achieved</p>
<p>Total number of volunteer hours donated by <u>low-income individuals</u> to Community Action. (Pg 44)</p> <p>(This is <u>ONLY</u> the number of volunteer hours from individuals who are <i>low-income</i>.)</p>	<p align="center">36</p>	<p align="center">0</p>

These fields will automatically fill from NPI 2.3.

In the rows below, please include any additional indicators that were not captured above.

--

Narrative Comments:

ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action System (FOCAS)
 Community Action Goal 3 (Community) -- *Low-Income People Own a Stake in their Community*

Agency Name: Seminole County

FOCAS Outcomes Catalog		2	3
Goal 3: Low-Income People Own a Stake in their Community		WORKPLAN	Number of Low-Income People Who Participated
National Performance Indicators:		Number of Low-Income People Expected to Participate	
3.1	Community Enhancement through Maximum Feasible Participation *****NEW INDICATOR*****		
3.2	Community Empowerment through Maximum Feasible Participation		
<p>All agencies must report on at least one NPI 3.1. Results reported in column 3 is life to date from the beginning of this contract. NPI 3.2: COMMUNITY EMPOWERMENT THROUGH MAXIMUM FEASIBLE PARTICIPATION -- The number of low-income people mobilized as a direct result of Community Action initiative to engage in activities that support and promote their own well-being and that of their community as measured by one or more of the following: (Pgs 45-47)</p>			
A.	Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy-setting through Community Action efforts. (Pg 46)	3	
B.	Number of low-income people acquiring businesses in their community as a result of Community Action Assistance. (Pg 47)		
C.	Number of low-income people purchasing their own home in their community as a result of Community Action assistance. (Pg 47)		
D.	Number of low-income people engaged in non-governance community activities or groups created or supported by Community Action. (Pg 47)		
<p><i>In the rows below, please include any additional indicators that were not captured above.</i></p>			

Narrative Comments:

ATTACHMENT L - Workplan and Quarterly Report Form
FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
Community Action Goal 5 (Agency) -- Agencies Increase Their Capacity to Achieve Results

Agency Name: Seminole County

Table 1 -- Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People				
FOCAS Outcomes Catalog	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results	Funding Received by Source in 2009-2010	Anticipated Funding by Source in 2009-2010	Anticipated Increase or Decrease in Dollars	Actual Funding by Source in 2009-2010
National Performance Indicators: This is a Florida indicator and does not tie directly to a NPI. Broadening the Resource Base -- The number of dollars mobilized by community action. (All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan. For further instructions, see Information System Survey Instructions, Part 1: Section F.)				
Funding Sources				
A. Community Services Block Grant (CSBG)	0	378,321	378,321	
B. Federal Government Resources -- Other than CSBG				
a) Weatherization Assistance program funded by DOE through DCA				
b) LIHEAP - Fuel Assistance (HHS)				
c) LIHEAP - Weatherization (HHS)				
d) Head Start (HHS)				
e) Early Head Start (HHS)				
f) Older Americans Act (HHS)				
g) SSBG (HHS)				
h) Medicare/Medicaid (HHS)				
i) Temporary Assistance to Needy Families (TANF)				
j) Child Care Development Block Grant from (CCDBG)				
k) Other HHS Resources (List in order of size. Give the name of the source and the CFDA number. Do not use abbreviations. All HHS CFDA's start with '93.')				
1)				
2)				
3)				
4)				
l) Women, Infant and Children (WIC)(USDA)				
m) USDA non-food programs (e.g. rural development)				
n) All other USDA Food Programs				
o) CDBG federal, state or local	0	648,202	648,202	
p) Housing Programs funded by HUD				
1) Section 8				
2) Section 202				
3) Home tenant based assistance				
4) HOPE for Homeowner's Program (H4H)				
5) Emergency Shelter Grant Program (ESGP)				
6) Continuum of Care (CoC)				
q) All other HUD programs including homeless programs	0	991,180	991,180	
r) Employment and Training Programs (US DOL)				
s) Other US DOL programs				
t) Corporation for National and Community Service (CNCS) programs				
u) FEIMA	0	14,400	14,400	
v) Transportation (US DOT)				
w) Department of Education (EDU)				
x) Department of Justice (DOJ)				
y) Department of Treasury				
z) Other Federal Sources: List by name of funding source. Do not use abbreviations.				
1)				
2)				
3)				
4)				
TOTAL: NON-CSBG FEDERAL RESOURCES	0	1,653,782	1,653,782	0

**ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
 Community Action Goal 5 (Agency) -- Agencies Increase Their Capacity to Achieve Results**

Agency Name: Seminole County

Table 1 -- Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People				
	2	3	4	5
	Funding Received by Source in 2008-2009	Anticipated Funding by Source in 2009-2010	Anticipated Increase or Decrease in Dollars	Actual Funding by Source in 2009-2010
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results National Performance Indicators: This is a Florida indicator and does not tie directly to a NPI. Broadening the Resource Base -- The number of dollars mobilized by community action. (All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan. For further instructions, see Information System Survey Instructions, Part 1, Section F.)				
Funding Sources				
C. State Resources (Non-federal, state-appropriated funds)				
a) State appropriated funds used for the same purpose as federal CSBG funds				
b) State Housing and Homeless Programs (including housing tax credits)				
c) State Nutrition Programs				
d) State Day Care and Early Childhood Programs				
e) State Energy Programs				
f) State Health Programs				
g) State Youth Development Programs				
h) State Employment and Training Programs				
i) State Head Start Programs				
j) State Senior Services				
k) State Transportation Programs				
l) State Education Programs				
m) State Community, Rural and Economic Development Programs				
n) State Family Development Programs				
o) Other State Funded programs: List by name of funding source. Do not use abbreviations.				
1)				
2)				
3)				
4)				
TOTAL: STATE RESOURCES	0	0	0	0
D. Local Government Resources				
a) Amount of unrestricted funds appropriated by local government				
b) Amount of restricted funds appropriated by local government				
c) Value of Contract Services				
d) Value of in-kind goods/services received from local government				
e) Other Local Government Resources: Give description or name of program. Do NOT abbreviate.				
1)				
2)				
3)				
4)				
TOTAL: LOCAL GOVERNMENT RESOURCES	0	0	0	0

**ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
 Community Action Goal 5 (Agency) -- Agencies Increase Their Capacity to Achieve Results**

Agency Name: Seminole County

Table 1 -- Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results	Funding Received by Source in 2008-2009	Anticipated Funding by Source in 2009-2010	Anticipated Increase or Decrease in Dollars	Actual Funding by Source in 2009-2010
FOCAS Outcomes Catalog				
National Performance Indicators: This is a Florida indicator and does not tie directly to a NPI. Broadening the Resource Base -- The number of dollars mobilized by community action. <i>All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan Funding Sources</i>				
E. Private Sector Resources				
a) Funds from Foundations, Corporations, United Way, other non-profits				
b) Other donated funds				
c) Value of donated items, food, clothing, furniture, etc.				
d) Value of in-kind services received from businesses				
e) Payments by clients for services				
f) Payments by private entities for goods or services for low-income clients or communities				
g) Other Private Sector Resources				
1)				
2)				
3)				
4)				
TOTAL: PRIVATE SECTOR RESOURCES	0	0	0	0
TOTAL: ALL NON-CSBG RESOURCES (Non-CSBG Federal Resources + State Resources + Local Government Resources + Private Sector Resources)	0	1,653,782	1,653,782	0
CSBG FUNDS FROM LINE 1	0	378,321	378,321	0
Total Agency Budget (if different from the sum of All Non-CSBG Resources plus CSBG Funds, provide an explanation below.)	0	2,032,103	2,032,103	0

Abbreviations:
 CNCS -- Corporation for National and Community Service programs
 DCA -- Florida Department of Community Affairs
 DEA -- Florida Department of Elder Affairs
 DOE -- U. S. Department of Energy
 DOJ -- U. S. Department of Justice
 DOL -- U. S. Department of Labor
 DOT -- U. S. Department of Transportation
 EDU -- U. S. Department of Education
 FEMA -- Federal Emergency Management Administration

For further instructions, see Information System Survey Instructions, Part 1: Section F.

Narrative Comments:

ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
 Community Action Goal 5 (Agency) -- Agencies Increase Their Capacity to Achieve Results

Agency Name: Seminole County

Table 2 -- Agencies Increase Staff Capacity to Achieve Results Through Training				
FOCAS Outcomes Catalog	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results National Performance Indicators: This is a Florida indicator and does not tie directly to a NPI. Agency Staff Improves Their Capacity to Achieve Results	Number of People Who Will Receive Training During this Contract	Total Number of Classroom Hours of Training Planned	Number of People Who Received Training During this Contract	Total Number of Classroom Hours of Training Completed
(All agencies must complete all Tables under Goal 5. Complete Columns 2 and 3 for Workplan) Results reported in columns 4 and 5 are in life to date from the beginning of this contract.				
A. Staff who work with customers in self-sufficiency program receive training specific to case management	5	20		
B. Staff who work with customers in self-sufficiency program receive training specific to family development.				
C. Staff who work with grants or contract management receive training specific to expand, update or upgrade their skills.	2	16		
D. Fiscal staff attending training on OMB Circulars or audit compliance.	1	16		
E. Fiscal staff receive accounting, data collection or management training.				
F. Program staff receive data collection or management training.				
G. Staff or management receive ROMA training from a certified ROMA trainer.	6	48		
H. Other training received by staff or management.				
Total Staff and Management Training (Totals for A through H above.)	14	100	0	0
J. Board members receive training related to their roles and responsibilities.				
K. Board members receive ROMA training from a certified ROMA trainer.	5	40		
L. Other training received by CAA Board members.				
TOTAL BOARD MEMBER TRAINING (Total of J through L.)	5	40	0	0

Note: The term "classroom" is used in a very broad sense. This may include in-office training provided by a contractor such as data system training or other forms of employee development; attending a class or seminar, completing web-based or other self-directed instruction, and attending a conference or workshop. The training should be structured and formal.

Narrative Comments: 5 Table 2-A 4 Case Managers, 1 Case Manager Supervisor, 4 hours each ; 5 Table 2-C 1 Case Manager Supervisor and 1 Housing Program Manager, 8 hours each; 5 Table 2-D 1 Business Manager 16 hours training ; 5 Table 2-G 4 Manager Supervisor and 1 Housing Program Manager, 8 hours each; 5 Table 2-K 5 CSBG Board Members, 8 hours each

**ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
 Community Action Goal 5 (Agency) -- Agencies Increase Their Capacity to Achieve Results**

Agency Name: Seminole County

Table 3 -- Agencies Increase Staff Capacity to Achieve Results Through Training		2	3
FOCAS Outcomes Catalog		WORKPLAN	
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results		Expected Number of Resources in Agency at the end of THIS Contract Year (#)	Actual Number of Resources in Agency (#)
National Performance Indicators			
5.1 -- Agency Development			
Agency Staff obtains Credentials That Improve Their Capacity to Achieve Results.			
<i>(All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan. For further instructions, see Information System Survey Instructions, Part 1: Section F.)</i>			
Results reported in column 3 is life to date from the beginning of this contract.			
5.1 AGENCY DEVELOPMENT -- The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following: (Pgs 51-52)			
A	Number of C-CAPs		
B	Number of Certified ROMA Trainers		
C	Number of certified Family Development Trainers		
D	Number of certified Child Development Trainers		
E	Agency staff obtained other credential that increase their capacity to achieve results (explain in narrative)		
The numbers below will automatically fill once you have completed Goal 5, Table 2.			
F	Number of staff and management attending trainings	14	0
G	Number of board members attending trainings	5	0
H	Hours of staff and management trainings	100	0
I	Hours of board members in training	40	0

In the rows below, include additional indicators that were not captured above. Describe the measure in the Narrative Comments section below.

Narrative Comments:

ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
 Community Action Goal 5 (Agency) -- Agencies Increase Their Capacity to Achieve Results

Agency Name: _____ Seminole County

Table 4 -- Agency Organizes and Operates its Programs, Services, and Activities Toward Accomplishing Family and Community outcomes. Agency has the Capacity to Measure and Track Client/Customer Progress Towards Self-Sufficiency			
FOCAS Outcomes Catalog			
	2	3	4
	Agency's Status as of 9/30/2009	Workplan Agency's Planned Status at the End of this Contract	Agency's Current Status
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results			
Agency has the Capacity to Measure Client Progress toward Self-Sufficiency.			
National Performance Indicators: This is a Florida indicator and does not tie directly to a NPI. (All agencies must complete all Tables under Goal 5. Complete Columns 2 and 3 for Workplan.)			
CAAs are organized in different ways depending on their configuration of programs and services. Please identify with an "X" the ONE statement in A) and B) below that BEST describes how your agency is organized.			
CLIENT INTAKE PROCESS			
A.	1. A common in-take process and common ID# is used for <u>all</u> clients of the CAA.	X	
	2. A common in-take process and common ID# is used for <u>some</u> clients of the CAA.		
	3. A separate in-take process and/or separate ID# is used for <u>each</u> program administered by the CAA.		
CLIENT/CUSTOMER MEASURE OF PROGRESS			
B.	1. Agency utilizes a database for <u>all</u> clients of the agency for use in in-take, assessment, and provision of services.		
	2. Agency utilizes a database for <u>some</u> clients of the agency for use in in-take, assessment, and provision of services.	X	
	3. Agency utilizes a database for <u>all</u> clients of the agency for use in in-take, assessment, provision of services and measurement of outcomes.		
	4. Agency utilizes a database for <u>some</u> clients of the agency for use in in-take, assessment, provision of services and measurement of outcomes.		
COMPUTER PROGRAM(S) USED TO MANAGE AND TRACK CLIENT INFORMATION/PROGRESS			
C.	1. CA System Access Database	X	
	2.		
	3.		

Narrative Comments:

**ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
 Community Action Goal 5 (Agency) -- Agencies Increase Their Capacity to Achieve Results**

Agency Name: Seminole County

Table 5 -- Agency Organizes and Operates its Programs, Services, and Activities Toward Accomplishing Family and Community Outcomes			
	2	3	4
	Agency's Status as of 9/30/2009	Workplan Agency's Planned Status at the End of this Contract	Agency's Current Status
<p align="center">FOCAS Outcomes Catalog</p> <p>Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results National Performance Indicators: This is a Florida indicator and does not tie directly to a NPI. A. Agency has the Capacity to Report Client Progress Toward Self-Sufficiency. B. Agency has Provided Results-Oriented Management and Accountability Training. C. Agency Programs Achieved Accreditation Demonstrating Program Meets or Exceeds Nationally Recognized Standards. D. Agency is Implementing ROMA tools and management practices.</p>			
(All agencies must complete all Tables under Goal 5. Complete Columns 2 and 3 for Workplan.)			
Agency has the Capacity to Report Client/Customer Progress Toward Self-Sufficiency. (Answer Yes or No for each.)			
Agency can report outcomes that measure progress towards self-sufficiency without use of an outcome scale.			
1. (Explain method used in the Narrative Comments section below.)			
2. Agency utilizes outcome scales to measure client movement toward self-sufficiency. (If yes, attach a copy of the scale with the Workplan submission.)			
3. Agency has capacity to derive unit cost statistics for efficiency: cost per service delivered or cost of service per client.			
4. Agency has capacity to derive unit cost statistics for effectiveness: cost per outcome delivered.			
Agency has Provided Results-Oriented Management and Accountability Training within the past 2 years by a certified ROMA trainer. (Answer Yes or No for each.)			
1. At least half of the Agency board has received ROMA training.			
2. Agency management staff has received ROMA training			
3. Agency supervisory staff has received ROMA training.			
4. Agency line staff has received ROMA training.			
Agency Programs Achieved Accreditation Demonstrating that Program Meets or Exceeds Nationally Recognized Standards. (Answer Yes or No for each.)			
1. Early childhood care and education sites receive NAEYC or other recognized form of accreditation.			
2. Programs achieve other form of recognized accreditation. (Please describe in the Narrative Comments below.)			
Agency is Implementing ROMA tools and management practices. (Answer Yes or No for each.)			
1. Agency has adopted and implemented logic models for key programs and activities.			
2. Agency programs and activities are evaluated using ROMA principals.			
3. FOCAS and Information System Survey Reports are provided to, reviewed and discussed with CSBG board members at least quarterly.			

Narrative Comments:

ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
 Community Action Goal 6 (Family) -- *Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments*

Agency Name: Seminole County

		2	3	4
		WORKPLAN	Number of Individuals Received Services	Number of Vulnerable Individuals Living Independently
FOCAS Outcomes Catalog Community Action Goal 6: Low-Income People, Especially Vulnerable Populations, Achieve Their Potential by Strengthening Family and Other Supportive Systems National Performance Indicators: 6.1 Independence Living 6.2 Emergency Assistance 6.3 Child and Family Development 6.4 Family Supports 6.5 Service Counts *****NEW INDICATOR***** *****NEW INDICATOR*****		Total Number of Vulnerable Individuals Expected to remain Living Independently	Number of Individuals Received Services	Number of Vulnerable Individuals Living Independently
All agencies must report on at least one NPI in Goal 6. Results reported in columns 3 and 4 are life to date from the beginning of this contract. NPI 6.1: INDEPENDENT LIVING -- The number of vulnerable individuals receiving services from Community Action who maintain an independent living situation as a result of those services. (Pgs 53-55) (Seniors can be reported twice, once under "Senior Citizens" and again if they are disabled under "Individuals with Disabilities", ages 55-Over)				
A.	Senior Citizens (Pg 55)			
Individuals with Disabilities (Pg 55)				
	1 Ages: 0 - 17			
	2 Ages: 18 - 54			
	3 Ages: 55 - Over			
<i>In the rows below, please include any additional indicators that were not captured above.</i>				

Narrative Comments: To avoid duplication of count, reported on regular CSBG Workplan

ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
 Community Action Goal 6 (Family) -- *Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments*

Agency Name: Seminole County

FOCAS Outcomes Catalog		2	3	4
Community Action Goal 6: Low-Income People, Especially Vulnerable Populations, Achieve Their Potential by Strengthening Family and Other Supportive Systems		WORKPLAN	Number of Individuals* Seeking Assistance	Number of People
National Performance Indicators:		Number of Individuals* Expected to Receive Assistance		Number of Individuals* Receiving Assistance
6.1	Independent Living			
6.2	Emergency Assistance			
6.3	Child and Family Development			
6.4	Family Supports			
6.5	Service Counts			
*****NEW INDICATOR***** *****NEW INDICATOR***** Results reported in columns 3 and 4 are life to date from the beginning of this contract. All agencies must report on at least one NPI in Goal 6.				
NPI 6.2: EMERGENCY ASSISTANCE -- The number of low-income individuals served by Community Action who sought emergency assistance and the number of those individuals for whom assistance was provided, including services such as: (Pgs 57-62)				
A.	Emergency Food (Pg 59)			
B.	Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources (Pg 59)			
C.	Emergency Rent or Mortgage Assistance (Pg 59)			
D.	Emergency Car or Home Repair (i.e. structural, appliance, heating system, etc.) (Pg 59)			
E.	Emergency Temporary Shelter (Pg 60)			
F.	Emergency Medical Care (Pg 60)			
G.	Emergency Protection from Violence (Pg 60)			
H.	Emergency Legal Assistance (Pg 61)			
I.	Emergency Transportation (Pg 61)			
J.	Emergency Disaster Relief (Pg 61)			
K.	Emergency Clothing (Pg 62)			
L.	Provide translation assistance in order to receive emergency services			
<i>In the rows below, please include any additional indicators that were not captured above.</i>				
*NOTE: Individuals, not families, households or services are counted here. See page 58-59 of the Instruction Manual.				

Narrative Comments: To avoid duplication of count, reported on regular CSBG Workplan

ATTACHMENT L - Workplan and Quarterly Report Form
 FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
 Community Action Goal 6 (Family) -- Low-Income People, Especially vulnerable populations, Achieve
 Their Potential by Strengthening of Family and Other Supportive Environments

Agency Name: Seminole County

A WORKPLAN Number of Participants Expected to Achieve Outcome (Target)	B Number of Participants Enrolled in Program(s)	C Number of Participants Achieving Outcome (Actual)
FOCAS Outcomes Catalog Community Action Goal 6: Low-Income People, Especially Vulnerable Populations, Achieve Their Potential by Strengthening Family and Other Supportive Systems National Performance Indicators 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development 6.4 Family Supports (Seniors, Disabled and Caregivers) *****NEW INDICATOR***** 6.5 Service Counts *****NEW INDICATOR***** Results reported in columns B and C are life to date from the beginning of this contract.		
NPI 6.4: FAMILY SUPPORTS -- Low-income people who are unable to work, especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated as measured by one or more of the following: (70-74)		
A		
B		
C		
D		
E		
F		
G		
H		
I		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

Narrative Comments: To avoid duplication of count, reported on regular CSBG Workplan

ATTACHMENT L - Workplan and Quarterly Report Form
FY 2009-2010 Florida Outcomes for Community Action system (FOCAS)
Community Action Goal 6 (Family) -- Low-Income People, Especially vulnerable populations, Achieve
Their Potential by Strengthening of Family and Other Supportive Environments

Agency Name: _____ **Seminole County**

FOCAS Outcomes Catalog		A	B
Community Action Goal 6: Low-Income People, Especially Vulnerable Populations, Achieve Their Potential by Strengthening Family and Other Supportive Systems		WORKPLAN	
National Performance Indicators		Number of Participants Expected to Achieve Outcome (Target)	Number of Participants Achieving Outcome (Actual)
6.1 Independent Living			
6.2 Emergency Assistance			
6.3 Child and Family Development			
6.4 Family Supports (Seniors, Disabled and Caregivers)	*****NEW INDICATOR*****		
6.5 Service Counts	*****NEW INDICATOR*****		
Results reported in columns B and C are life to date from the beginning of this contract.			
NPI 6.5: SERVICE COUNTS -- The number of services provided to low-income individuals and/or families, as measured by one or more of the following. (Pgs 75-78)			
A	Food Boxes (Pg 76)		
B	Pounds of Food (Pg 77)		
C	Units of Clothing (Pg 77)		
D	Rides Provided (Pg 77)		
E	Information and Referral Calls (Pg 78)		
<i>In the rows below, please include any additional indicators that were not captured above.</i>			

Narrative Comments:

COMMUNITY ASSISTANCE DIVISION COST ALLOCATION PLAN

Introduction

The purpose of this policy is to place in writing the methods that the Community Assistance Division uses to allocate expenses to General Revenue and Grant funded functional primary activities of the Emergency Financial Assistance and the Community Development Office Programs and to the supporting administrative and oversight functions.

The Community Assistance Division provides the manpower, building, services and operating supplies necessary to deliver services to the citizens, cities, and non-profit agencies of Seminole County. Personnel, computer lease, and building lease costs are the only county provided shared services that are allocated to General Revenue and Grant funded programs. An indirect cost allocation plan in effect, no indirect costs are allocated to grant funded activities.

Funding Sources

Traditional - Recurring

General Revenue – Seminole County Government
Community Development Block Grant (CDBG) – US Department of Housing and Urban Development
Community Services Block Grant (CSBG) – US Department of Health and Human Services through the FL Department of Community Affairs
HOME Program - US Department of Housing and Urban Development
State Housing Initiatives Program (SHIP) – Florida Housing Finance Corporation

Temporary (NSP/ARRA Programs) – Non-recurring

Neighborhood Stabilization Program (NSP) - US Department of Housing and Urban Development
ARRA Community Development Block Grant (CDBG-R) – US Department of Housing and Urban Development
ARRA Community Services Block Grant (CSBG-R) – US Department of Health and Human Services through the FL Department of Community Affairs
ARRA Homelessness Prevention and Rapid-Rehousing Program (HPRP) - US Department of Housing and Urban Development

Methods for allocation

Personnel. Employees are each allocated by percentage of effort in each cost center, based on management's direction and the employee's job description, and management's estimate of how

time was spent. This estimate is made annually during the budget formation process. Each employee's payroll cost is then spread according to that staffer's percentage of effort. Payroll taxes and benefits are allocated across cost centers in aggregate, as a % burden on payroll, rather than by individual.

Division Oversight/Program Management personnel are each allocated by percentage of effort in each cost center, based on the aggregate percentage of their direct report staff and management's estimate of time being spent on program tasks, oversight, and reporting. Due to grant administrative expense limitations, The Division's senior management is responsible for managing the Personal Services budget, and details of individual staffers' compensation rates are kept confidential.

Building Lease Operating Expenses. Building lease operating expenses are shared costs of all cost centers and are partially program, and partially administration/oversight. Once each employee's percentage of effort by cost center is determined by management, those percentages of effort are applied to the % of FTE (full time equivalent) of each staff position, to prepare a schedule of Distributed FTEs, which are in turn summed by cost center, and the sum of FTEs by cost center is divided into the total FTEs housed in the building, to calculate a Cost Allocation Rate for the building lease costs. The building lease cost is spread across the cost centers according to this Rate; in other words, shared costs are distributed based on aggregate staff effort.

Computer Lease Expenses. Computer Lease cost are allocated based on the primary program of the employee. Due to the small individual lease costs involved, it was not deemed economical to allocate computer lease costs to the same extent as payroll and building lease costs. The great majority of computer lease costs are paid with General Revenue Funds.

Implementation, monitoring and periodic review of plan

Implementation and maintenance of documentation

1. Payroll – Each employee's payroll allocation percentages are entered into the payroll system by HR personnel via a Department Director approved "Position Change Form". Payroll expenses are allocated each payday in accordance with the employee's payroll allocation.
2. Building Lease – Building lease payments are made monthly. Prior to the beginning of each fiscal year, a billing amount for each grant funded program is calculated using the same percentage allocations described in the payroll section, but in an aggregate amount for each employee within a particular program. A program's FTE count is divided by the total FTE count housed in the lease building. Community volunteers and Workforce Central Florida agency personnel FTE are included in the General Revenue portion of the calculation.
3. Computer Lease – Payments are made quarterly and are based on the primary program of the employee. Employees involved in several programs in an oversight role will usually have the computer lease costs assigned to the General Revenue Fund.

Monitoring

The Community Assistance Business Manager will review and oversee the implementation of this Cost Allocation Plan. The basis for the allocations (employee workload) and plan will be reviewed quarterly as indicated below:

1. EFA Service Delivery Personnel – The EFA Voucher Activity Report (by Funding Source) will be analyzed to determine if there is a material difference between the actual and estimated aggregate program workload. An annual analysis will be conducted to determine if any adjustments should be made to the following year’s FTE allocation plan.
2. Community Development Project Management Personnel – Monthly project timesheets will be analyzed to determine if there is a material difference between the actual and estimated workload. An annual analysis will be conducted to determine if any adjustments should be made to the following year’s FTE allocation plan. The project timesheets are also used as a basis to further allocate employee payroll expenses to specific funded activities in the IDIS Cash Management System.
3. Division Oversight/Program Management Personnel –
 - a. Program Managers –
 - i. EFA/SHIP Program Manager – The analysis of the EFA Voucher Activity Report (by Funding Source), along with the amount of time spent by the EFA/SHIP Program Manager on specific program tasks, oversight, and reporting to determine if there is a material difference between the actual and estimated workload. An annual analysis will be conducted to determine if any adjustments should be made to the following year’s FTE allocation plan.
 - ii. HUD/Community Development Program Manager - The analysis of the Project Manager’s monthly timesheets, along with the amount of time spent by the HUD/CD Program Manager on specific program tasks, oversight, and reporting to determine if there is a material difference between the actual and estimated workload. An annual analysis will be conducted to determine if any adjustments should be made to the following year’s FTE allocation plan.
 - b. Division Management/Business Office Personnel – All of the analysis discussed above will be aggregated to determine if there is a material difference between the actual and estimated workload of the overall Division. An annual analysis will be conducted to determine if any adjustments should be made to the following year’s FTE allocation plan.

Community Assistance Division Organization Chart

Community Services Department
Community Assistance Division
FY 08/09

COMMUNITY ASSISTANCE
DIVISION

- 1 - Division Manager
 - 5 - Customer Service
 - 2 - Fiscal staff
 - 1 - HUD/SHIP Administrator
 - 3 - Program Managers/Specialists
 - 4 - Project Managers/Coordinator
 - 5 - Case Managers/Supervisor
 - 1 - Veterans' Service Officer
 - 1 - Assistant Veterans' Services Officer
- 23 Total FTE FY 08/09

SHIRLEY DAVIS-BOYCE
MANAGER
E3
(8365)

LORI MONTGOMERY
Case Manager/Project
Coordinator
C2
(8907B)

LEO LUTTIG
Business Manager
E1
(8892A)

JOSEFA DELGADO
Customer Service Specialist
C1
(8173B)

CARMEN HALL
SHIP Program Manager I
D4
(8561B)

JENNIFER LAWRENCE
Case Manager Supervisor
C3
(7613)

MARIE DESIRE-HOMERE
Case Manager
C2
(8242)

CARRIE LONGSWORTH
Case Manager
C2
(7798)

JAVIER MADERA
Case Manager
C2
(7761)

SARA PURCELL
Case Manager
C2
(8425C)

ANNIE KNIGHT
Case Manager/Project
Coordinator
C2
PCN# 8391B

VACANT
Veterans' Service Officer
D2
(7610)

CATHY SCHUBERT
Asst. Veterans' Officer
C2
(7563)

RITA HENDRICKS
Customer Service Rep
A3
PCN# 8053

PATRICIA CRAMPTON
Customer Service Rep
A3
(9060004)

CINDY L SPIESSBACH
Customer Service Rep
A3
(8244)

LAISEL LARA
Program Specialist
A4
(8906B)

VACANT (M.Laverde)
Program Specialist
A4
PCN# 7863A

VACANT (S.Seay)
Customer Service Rep
A3
PCN# 8994

RICARDO SOTO-LOPEZ
HUD Administrator
D4
(8234C)

BUDDY BALAGIA
Project Manager I
D2
PCN# 8172A

REBECCA HECKTERS
Project Manager I
D2
PCN# 8562A

DIANE CAHILL
Project Manager I
D2
PCN# 8432A

VACANT

CSBG ADVISORY BOARD ROSTER

Sector: Public (Selected by Board of County Commissioners)

Last update: 6/5/09 by JAM

Name, Organization represented and Current Office Held	Mailing Address E-Mail Address	Contact Numbers & Secondary E-Mail Address	Sector Represented	Beginning Term Date	Expiration Date of Current Term	Reaffirmed Date
Sarah Reece, Commissioner City of Altamonte Springs Chairperson- Term: 2/7/08-2/7/09	Altamonte Springs City Hall 225 Newburyport Ave. Altamonte Springs, FL.32701 sarah@orhs.org	W: 321-841-8849 H: 407-869-9901 C: 407-463-2504	Altamonte Springs & Casselberry	Jan. 7, 2007	June 1, 2009	Due: 6/7/09
Art Woodruff, Commissioner City of Sanford Vice-Chairperson- Term: 2/7/08-2/7/09	Sanford City Hall P.O. Box 1788 Sanford, FL. 32772-1788 woodruff@ci.sanford.fl.us	W: 407-688-5001 H: 407-322-6968 wood_a@yahoo.com	Sanford	Feb.28,2008	July 11,2010	Due: 2/28/09
Keith Britton, Council Member City of Oviedo	The City of Oviedo 400 Alexandria Blvd. Oviedo, FL. 32765 kbritton@cityofoviedo.net	W: 8-1 407-971-5604	Oviedo	Mar. 11, 2008	Mar. 1, 2010	Due: 3/11/09

Sector: Private (Selected by Board of County Commissioners)

Name, Organization represented and Current Office Held	Mailing Address E-Mail Address	Contact Numbers	Sector Represented	Beginning Term Date	Expiration Date of Current Term	Reaffirmed Date
Pastor John Murphy President/Founder Harvest Time International	225 N. Kennel Road Sanford, FL. 32771 john@harvest-time.org	W: 407-328-9900 C: 407-948-0209	Private	Jan.1,2008	Jan.1, 2010	2 nd term
Emma Marie Carling Community Services Specialist Seminole County Sheriff	117 Sterling Pine St. Sanford, FL. 32773 mcarling@seminolesheriff.org	W: 407-665-6508 H: 407-323-4178 C: 407-474-5197	Private	Aug.22,2008	Aug.22, 2010	8/22/2009
Joyce Hinton Manager Workforce Central Florida	5166 East Colonial Drive Orlando, FL. 32803 JHinton@wcfia.com	W: 407-531-1227 X-4022 C: 407-797-7774	Private	Oct. 9, 2007	Oct. 26, 2009	Due: 10/9/09

Sector: Low Income (Elected- Town Meeting)

Name and Current Office Held	Mailing Address E-Mail Address	Contact Numbers	Sector Represented	Beg. Term Date	Exp. Date of Current Trm	Reaffirmed Date
<u>District 5.</u> vacant						
<u>District 4.</u> Valerie Ford- Secretary Term: 2/7/08-2/7/09	1121 Merritt St. Altamonte Springs, FL.32701 Valerie1908@aol.com	H: 407-260-2372	Altamonte Springs & Casselberry	Oct. 9, 2007	Oct. 9, 2009	Re-election 10/9/09
<u>District 2.</u> vacant						

CSBG-ARRA FY 2009-2010 CONTRACT CONTENT LIST

The following items are included in the FY 2009-2010 CSBG-ARRA contract package. If any of these items are missing or incomplete, please notify your DCA Financial Specialist.

07-07-09A11:08 RCHD

1. Cover Memorandum
2. CSBG-ARRA Summary
3. Contract Proposal - Information and Instructions
 - Application Checklist
 - Contract Reminders
 - General Instructions
 - Budget Summary Instructions
 - Guidance on Cost Allocation Planning
 - OCS IM #37 - Definition of Administrative Cost
 - Sub-Grantee or Vendor Determination Guide
 - Workplan and Quarterly Report Form (FOCAS) Instructions
 - Certificate of Corporate Resolution - Non-Profit Recipients Only
 - Amended CSBG Poverty Income Guidelines
4. Contract Agreement



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

MEMORANDUM

TO: Community Services Block Grant Eligible Entities

FROM: *PL* Paula Lemmo, Community Program Manager

DATE: June 22, 2009

RE: FY 2009-2010 Community Services Block Grant American Recovery and Reinvestment Act (ARRA) Award Agreement

Enclosed is the FY 2009-2010 Community Services Block Grant (CSBG) American Recovery and Reinvestment Act (ARRA) award agreement package. To ensure a timely contract routing and signature process, please complete the enclosed application and return it to the address listed below, as soon as possible, but **no later than August 3, 2009**. *August 11th* The award agreement must be officially approved by your CSBG board. You are required to submit at least **three (3) copies** of the complete application with original signatures on all three copies. This agreement will begin July 1, 2009 and end September 30, 2010.

The agreement amount is given in Section (17), Funding Considerations, of the contract. This section also gives the amount of funding that is being released at this time. Develop your budget based on the total allocation which is the larger of the two numbers given in Section (17)(a).

The ARRA funds come with an unprecedented degree of oversight for accountability and transparency. This will require increased diligent on the part of the Community Action Agencies in avoiding fraud, waste and misuse of funds. All CAA Boards and agencies are expected to be fully engaged in Florida's ARRA efforts at the local level and to work closely with staff at the State level. This will include a significant commitment to participate in planning, training and program enhancement activities. Please review the attached information carefully to ensure you understand the new requirements of the program.

Any eligible entity that is unable or unwilling to meet the requirements of the ARRA and expend the funds by September 30, 2010, may choose to not participate or may decide to accept an agreement for a lesser amount. Should you decide not to accept the amount stated in the contract proposal, notify Ms. Hilda Frazier or myself at 850/488-7541.

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us

♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

Memorandum
CSBG-ARRA Award
June 22, 2009
Page 2

The goal of ARRA is to quickly stimulate the economy and make an impact in people's lives. Given the immediacy of the need for these services and the limited time for expending the funds, the Department will periodically review each entity's progress toward meeting their goals and spending all ARRA funds by September 30, 2010. Eligible entities that do not make significant progress towards accomplishing the desired outcomes will be contacted and after consultation with the entity, a reduction of funding may be negotiated. If there are unclaimed funds, the Department will make them available to eligible entities that demonstrate the interest and capacity to administer the program and services in keeping with the goals of ARRA.

Several items of supporting documentation must be submitted with your contract. See the attached Contract Proposal Instructions and Contract Proposal Checklist for details. The contract will not be processed without all of these items.

The agreement forms were generated in Microsoft Word and Excel. Electronic copies of these forms will be e-mailed to all agencies. If you do not receive these forms, call or e-mail your financial specialist. In addition to submitting the agreement in hard copy, some forms must also be submitted electronically. See the instructions for further details. The completed contract package should be sent to:

Ms. Hilda Frazier, Manager
Department of Community Affairs
Division of Housing and Community Development
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

If you have any questions or you cannot meet these deadlines, please contact your financial specialist at (850) 488-7541.

Attachments

Community Services Block Grant (CSBG) American Recovery and Reinvestment Act (ARRA) Summary

Background

On February 17, 2009, President Barack Obama signed into law the American Recovery and Reinvestment Act (Recovery Act or ARRA) of 2009 [Public Law 111-5]. The Recovery Act provides for \$1 billion in additional funds to the Community Services Block Grant program for Fiscal Year (FY) 2009. Florida's share of these funds is \$29,060,460. States have until September 30, 2010, to expend these funds.

States and local CSBG entities are encouraged to focus their efforts on creating sustainable economic resources in their communities. States are directed to ensure that eligible entities: (1) provide a wide range of innovative employment-related services and activities tailored to the specific needs of their community; (2) use funds in a manner that meets the short-term and long-term economic and employment needs of individuals, families and communities; and (3) make meaningful and measurable progress toward the reform goals of the Recovery Act with special attention to creating and sustaining economic growth and employment opportunities.

Application Procedures

To comply with ARRA, the Department of Community Affairs developed a CSBG-ARRA State Plan that was submitted to U. S. Department of Health and Human Services (HHS) on May 29, 2009. A copy of the plan is posted on the DCA website at www.dca.state.fl.us.

CSBG eligible entities are being offered a contract with the maximum amount of funding currently allocated to them under the stipulations of the ARRA. Each entity must develop a proposal that includes the contract budget and workplan, a cost allocation plan, an updated Community Action Plan, and several additional supporting documents.

Distribution of Funds

The Recovery Act requires that States distribute 99 percent of the Recovery Act allocations to "eligible entities" as defined by Section 673(1) of the CSBG Act. Eligible entities will receive CSBG Recovery Act funds, as a separate allotment, under the same formula used for grants allocated under the regular annual CSBG appropriations.

Given the immediacy of the need for these services, the goal of ARRA to quickly stimulate the economy and make an impact in people's lives. Due to the limited time for expending these funds, the Department will periodically review each entity's progress toward meeting their goals and expending all ARRA funds by September 30, 2010. Eligible entities that do not make significant movement toward accomplishing the desired outcomes will be contacted and after consultation with the entity, a reduction of funding may be negotiated.

As part of the efforts to ensure transparency and accountability, the ARRA requires State agencies and subgrantees to track and report separately on expenditures from funds made available through ARRA.

Obligating and Expending Funds

Services must be provided on or before September 30, 2010. Close-out reports are due to DCA no later than 45 days after termination of the contract or after completion of the activities whichever accrues first. Unspent funds must be returned to DCA with the close-out. Unspent funds must be returned to HHS. No carryover will be allowed.

Fiscal Accountability

Additional accountability measures for CSBG-ARRA funds will be outlined in the terms and conditions of the grant award. As supplemental requirements are made available by HHS or the State, the Recipient will be notified. Existing accountability measures remain applicable and include compliance with OMB Circular A-133, the Single Audit Act of 1984 and compliance with CSBG regulations.

CSBG-ARRA FY 2009-2010

Contract Proposal - Information and Instructions

- **Application Checklist**
- **Contract Reminders**
- **General Instructions**
- **Budget Instructions**
- **Guidance on Cost Allocation Planning**
- **OCS IM #37 - Definition of Administrative Cost**
- **Sub-Grantee or Vendor Determination Guide**
- **Workplan and Quarterly Report Form (FOCAS) Instructions**
- **Certificate of Corporate Resolution - Non-Profit Recipients Only**
- **Amended CSBG Poverty Income Guidelines**

FY 2009-2010 CSBG-ARRA CONTRACT PROPOSAL -APPLICATION CHECKLIST

REQUIRED MATERIALS - CONTRACT PROPOSAL PACKAGE (Submit 3 complete contract packages including the items listed below)		Recipients	All Sub-Recipients
	Page 14 signed by an authorized official. 3 original signatures.	X	
	Attachment A-1, Budget Summary	X	
	Attachment A-2, Sub-Recipient Information Form (required for each Sub-Recipient)	X	X
	Attachment A-3, Budget Detail	X	X
	Attachment A-4, Secondary Administrative Expenses	X	
	Attachment E, Justification of Advance Payment	X	
	Attachment F, Warranties and Representations	X	
	Attachment G, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion of each Sub-Recipient	X	
	Attachment K, Recipient Information completed.	X	
	Attachment L, Workplan and Quarterly Report Form (Excel forms will be emailed to Recipients)	X	
REQUIRED SUPPORTING DOCUMENTS (submit 1 copy of each document)		Recipients	All Sub-Recipients
	Signature authority: A. <u>Private Non-profit agencies:</u> Certificate of Corporate Resolution if someone other than the Board chair signs contracts. B. <u>Local Governments:</u> If signed by anyone other than the chair of the government board, documentation of the signer's authority to sign for the chair.	X	
	Fidelity Bond Documentation (See Attachment B, Section I)	X	
	Certification of Current Incorporation. (private non-profit agencies only)	X	
	Outreach Offices (Include street addresses and telephone numbers)	X	X
	Workplan Summary (Excel Workplan Summary forms and instructions will be e-mailed to Recipients)	X	
	Current Board of Directors Roster (See Instruction for format)	X	
	Non-Profit and Public CSBG Entities: A copy of the minutes from the CAP board meeting at which the CSBG-ARRA contract was reviewed, discussed and approved.	X	
	Copy of Updated Memorandum of Understanding with local Work Force Florida, Inc. board. See Attachment H, Section (26).	X	
	Approved Indirect Cost Plan Rate Schedule. (for those entities with an approved indirect cost plan)	X	
	Written cost allocation plan. (See Attachment D, Section E)	X	
	Secondary Administration: If secondary administration funding is requested, submit documentation of the secondary program's administrative expense limit and the agreement budget between the secondary program and the CSBG-ARRA agency.	X	
	Recipients with subcontract agreements: Copies of the sub-recipient agreements as required in Section 14, Subcontracts.	X	X
	Recipients with subcontract agreements: A written statement as to whether the subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.	X	
	IRS Form 990: Submit most recent form. (See Attachment D, Section A(3) for requirements)	X	
	Non-Profit and Public CSBG Entities: A copy of the minutes from the CAP Board meeting at which the CSBG-ARRA contract was reviewed, discussed and approved.	X	
	Documentation of current registration in the Central Contractor Registration (www.ccr.gov)	X	
	Documentation of Dun and Bradstreet Universal Numbering System (DUNS) number (www.dnb.com)	X	
	Revised Community Action Plan – See General Instruction, Item #15 for CAP Plan Directives	X	

**CSBG-ARRA
FY 2009-2010
CONTRACT REMINDERS**

1. **Board Approval**
See language in Information and Instructions regarding the required approval of this contract by the community action board.
2. **Section (7) Reports and Attachment D – REVISED REQUIREMENT**
CSBG-ARRA Quarterly FOCAS Reports are due 6 calendar days after the end of each quarter.
3. **Section 19(n), Standard Conditions**
The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board and subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.
4. **Attachment A-3, Budget Detail**
See Budget Instructions for clarification in definition of Administrative costs, Other Program Expenses, and Direct Client Assistance.
5. **Attachment L – CSBG Workplan and Quarterly Report Form (FOCAS)**
These Excel forms will be emailed to Recipients and must be submitted to your financial specialist electronically.
6. **Workplan Summary Worksheet and Instructions**
The Excel CSBG Workplan Summary Worksheet and instructions will be emailed to Recipients and must be submitted to your financial specialist electronically.
7. **Attachment B, Program Statutes and Regulations, Section G (1)**
CSBG-ARRA eligibility is based on total household income.
8. **Attachment E – Advance Justification**
If the maximum advance request exceeds the maximum allowable based on prior year rate of expenditures, a written justification statement is required.
9. **Section 6 (e)**
New audit submission requirement. The Single Audit reporting package and Form SF-SAC must be sent electronically to the Federal Audit Clearinghouse.
10. **Attachment B, Funding Availability for Expenditure, Section B**
Please note reference/relocation changes for OMB Circulars.
11. **Attachment B, Funding Availability for Expenditure, Section B**
CSBG-ARRA funds must be accounted for separately from regular CSBG funding and clearly identified with the CFDA number 93.710.
12. **Attachment A-1, Budget Summary**
The CSBG-ARRA contract does not require cash or in-kind match.
13. **Attachment A-4, Scope of Work**
Please read this section carefully. Recipients are strongly encouraged to support employment-related services and activities that create and sustain economic growth.

**CSBG-ARRA
GENERAL INSTRUCTIONS**

1. **GRANT PERIOD**

The grant period will begin on **July 1, 2009** and shall end **September 30, 2010**.

2. **CONTRACT PROPOSAL DEADLINE**

Contract proposals must be received by the Department by **August 3, 2009**.

3. **CONTRACT ALLOCATION**

See Section (17)(a) of the contract for your agency's allocation.

4. **WHERE TO SUBMIT CONTRACT PROPOSALS**

THREE contract proposals with original signatures must be submitted to:

Ms. Hilda Frazier, Manager
The Department of Community Affairs
Division of Housing and Community Development
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Email: hilda.frazier@dca.state.fl.us

5. **AUTHORIZED OFFICIAL SIGNATURE**

Only contract proposals signed by authorized officials will be accepted by the Department.

Signatures must be in ink - rubber-stamped signatures will not be accepted. The Department will only recognize the following as authorized officials:

- a. **Private nonprofit agencies only:** If the contract is to be signed by someone other than the Board Chairperson, complete and return the enclosed Certificate of Corporate Resolution giving that person authority to sign.
- b. **Local Government entities only:** If the contract is to be signed by someone other than the Chief Elected Official, a current resolution of the governing body authorizing the person to sign the contracts must be included with the package.

6. **NUMBERING ATTACHMENT PAGES:** All the pages in Attachments B-2 and B-3 must be numbered. Space has been provided at the top right hand corner of each (Page ___ of ___).

7. **CORRECTING THE PROPOSAL - UNDER NO CIRCUMSTANCES SHOULD WHITE-OUT (CORRECTION FLUID OR TAPE) BE USED ON PROPOSALS SUBMITTED TO THE DEPARTMENT**

- a. White-out is not allowed. Corrections should be made by lining through the error and typing or printing the correction as close to the original error as possible. All changes must be initialed by the authorized official who signs the contract proposal.
- b. All changes should be neat and concise.

- **Certification of Current Incorporation or Other Documentation:** Must be from the Office of the Secretary of State. (For nonprofit organizations only).
- **Outreach Offices:** A list of all outreach offices where CSBG-ARRA services will be provided, their street and mailing addresses, telephone numbers and the area they serve (county, neighborhoods, towns, etc.) All geographic areas served by your agency must be included. This list will be used to assist DCA in referring customers to your agency.
- **Current CSBG Board Roster:** Board composition organized by sector (Public, Private and Poor), Name, Organization represented, Contact Information, Date when originally seated on board, Date when seated for current term, Ending date of current term, Total # of years served on board, List of current board officers and office held. (See enclosed sample format)
- **Memorandum of Understanding:** A copy of the Memorandum of Understanding between the recipient and all local Work Force Florida, Incorporated boards in your service area. See Attachment H, Section 26 for details. Given the employment related emphasis of the ARRA funds, this agreement should be recently reviewed and updated. The agreement must outline what specific activities or projects the two organizations will undertake to meet the ARRA goals.
- **Approved Indirect Cost Rate:** If you are using an approved indirect cost rate in your budget calculations, provide a copy of the approved rate from the cognizant agency. The approval must include both the rate and how it is to be applied.
- **Cost Allocation Plans:**
2 CFR Part 215, Subpart C, Section 215.21(6) requires that recipients financial systems provide for a written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable federal cost principles and terms and conditions of the award. To document this, Recipients must submit copies of the written cost allocation plans to the Department with their contracts.
- **Most recent IRS Form 990:**
See Attachment D, Section A(3) for requirements. Agencies that receive total federal funding of less than \$500,000 in its fiscal year and are thus exempt from the federal Single Audit Act requirements, shall submit a copy of their most recent IRS Form 990.
- **Secondary Administration:**
If you are requesting secondary administration funds, provide documentation of the secondary program's administration limit and the approved budget between your agency and the secondary program.
- **Sub-Contracts:**
 - A. **Sub-Contract Agreement:** If you plan to subcontract any or all of the CSBG-ARRA activities, a subcontract agreement is required. See Section 14 of the Agreement for the specific requirements.
 - B. **Attachment G:** This attachment must be completed for each subcontractor.
- **Business Hours:** Please complete information on Attachment F.

15. Revised/Updated Community Action Plan

Given the dramatic changes in the American economy that precipitated the American Recovery and Reinvestment Act (ARRA) and the strong focus of the ARRA, revisions are needed to the Community Action Agency's (CAA) Community Action Plans in order to determine the needs and resources of communities and to identify how best the CSBG ARRA funds may be used. Each CAA must submit an explanation of how they have accomplished this task by answering the following questions:

1. How has your agency evaluated the current needs of your community in addressing the causes and effects of poverty? (Describe the process used.): Seminole County Community Services tracks the number of contacts for financial assistance daily. Our customers have increased well over one hundred percent this past year. Since October 1, 2008 we have received over 5,900 00 contacts in this office for financial assistance.
2. Describe the current economic conditions in your community related to employment. (The condition.) The current economic condition has resulted in a high unemployment rating. The unemployment rate for Seminole County is 8.90% with the US average of 8.50%. There has been a tremendous increase since 2000 when the unemployment rate for Seminole County was at 3%. Current employers are looking for skilled workers, something the majority of our customers are lacking, and most were employed in labor jobs before their layoff. Seminole County has experience a 6.2% decrease in employment.

3. Explain how your CSBG ARRA funds will be used to address the identified condition. (The actions you plan to taken – your plan.) Seminole County Community Assistance is partnering with Workforce Central Florida to provide training to referred customers. The CSBG ARRA dollars with the 200% income guidelines will enable more customers to qualify for training. The trainings will enhance customers' potential for long term career employment.

This agency has received an increase in requests for childcare assistance during the summer months. Some employers have reduced the work week hours to avoid layoff which has resulted in a decrease in household income. The local school board has cut a number of their summer programs. Parents are seeking assistance with the high cost of summer camps. Seminole County Community Assistance will be utilizing some ARRA dollars to assist customers that qualify with summer camp expenses. The higher ARRA income guidelines will enable working customers to qualify for the assistance.

4. How are you coordinating the CSBG-ARRA funds and activities with other ARRA funded programs in your community to avoid duplication of efforts? (Your partners.) Workforce Central Florida customers must meet 70% of poverty income guidelines. The ARRA dollars will benefit customers that do not meet Workforce income guidelines. The childcare assistance provided by local Community Coordinated Child Care Program requires customers to meet a lower income guideline of 150% poverty. ARRA dollars will be used to assist customers that fall within the 150 to 200% of poverty.
5. How will your agency assist your customers in applying for and connecting with other public and private benefits for which they may be eligible? Be specific. All customers will receive case management. A needs assessment will be completed and there will be short and long term goals to complete. Customer progress will be tracked on a regular basis. Customer will receive referrals to other agency with required follow up. Customer will have use of agency computer to apply for services on line with staff assistance.
6. How does your CSBG ARRA workplan and budget support your plan and measure your results? The CSBG ARRA dollars will fund two temporary positions for \$51,000, provide summer camp for 100 children at \$120,000, and provide training for 50 customers totaling \$185,000.

CSBG-ARRA BUDGET INSTRUCTIONS

New: Attachment A-1, Budget Summary and A-3, Budget Detail will be provided in an Excel form. These forms must be completed, printed and submitted as it appears in the Excel notebook and will become part of the ARRA-CSBG contract. See following instructions. Additional guidance is given on the electronic forms.

CSBG-ARRA funds should not be used to supplant regular CSBG funds. Any costs that have been routinely and historically paid with CSBG funds, such as association dues, subscriptions, etc. should continue to be funded by the regular CSBG money, not ARRA. It should be remembered that the ARRA funds are very time limited and the associated cost should reflect the focus and intent of the Recovery Act. Additional costs incurred due to the ARRA funds such as increased audit costs, staffing, liability insurance, etc. should be charged to ARRA. Agency cost allocation plans must be updated so that programs may be appropriately charged.

General Instructions

- 1) The budget calculation Excel notebook contains numerous tabbed worksheets. This includes the Budget Summary worksheet and several Detail worksheets. Each Detail worksheet is used to itemize and calculate the entries for the Budget Summary worksheet. Complete the Detail worksheets first. In the following instructions, the Detail worksheets that make up Attachment A-3, Budget Detail, will be referred to by the corresponding name on the Excel workbook tab such as Detail-SubRecip 1 Direct.
- 2) Enter the Recipient Name, Contract Number and the CSBG-ARRA Grant Funds information directly on the Budget Summary worksheet.
- 3) All other fields on the Budget Summary page should fill automatically once you have completed the Detail worksheets.
- 4) Be careful not to over-write the formulas.
- 5) Blocks that are grayed out should be left empty.
- 6) ***Do not change the formatting or location of any cells or add columns or rows to the Budget Summary worksheet.***
- 7) ***Do not move or rename the worksheets.***
- 8) There are tabs and worksheet labeled Recipient (such as Detail-Recipient Direct) and those labeled Sub-Recipient (such as Detail-SubRecip 1 Direct). If you do not have Sub-Recipients, skip the worksheets labeled Sub-Recipient and only complete the worksheet labeled Recipient.
- 9) Once completed, print (without the instructions) and insert it into the CSBG-ARRA contract the Budget Summary worksheet as Attachment.
- 10) If you have any questions or problems, please give your DCA Financial Specialist a call.

ATTACHMENT A-1, BUDGET SUMMARY

Attachment A-1, Budget Summary is to be completed by the Recipient. Sub-Recipients are to complete Attachment A-2, Sub-Recipient Information. The Budget Summary and Budget Detail includes information on both the Recipient's budget and any Sub-Recipient's budget(s). Round all figures up to the nearest dollar. All entries in the Budget Summary must be supported by Attachment A-3, Budget Detail.

Line 12: Subtotal Recipient Program Expenses. Sum of lines 10 and 11. All activities paid for under Lines 10 and 11, must directly correlated to those specified in the Work Plan.

Line 13: Itemize and total all **Sub-Recipient Direct Client Assistance Expenses** on Detail-SubRecip Direct worksheets. There are five worksheets provided. Complete a worksheet for each Sub-Recipient. This line will be the sum of all Sub-Recipient direct client assistance expenses. This will be the total of lines 13a and 13b. *See definitions and further explanation in Budget Detail Instructions.*

Line 13a: Complete the Detail-SubRecip Direct worksheet. Expenditures are itemized as they relate to National Goals 1 and 2.

Line 13b: Complete the Detail-SubRecip Direct worksheet for expenditures related to National Goal 6.

Line 14: Itemize and total all **Sub-Recipient Other Program** on the Detail-SubRecip Other worksheet. This line must be the sum of all Sub-Recipient other program expenses as budgeted. *See definitions and further explanation in Budget Detail Instructions.*

Line 15: Subtotal Sub-Recipient Program Expenses. Total of lines 13 and 14. All activities paid for under Line 13 and 14, must be directly correlated to those specified in the Work Plan. This line must be the sum of all Sub-Recipient program expenses as budgeted on the Detail-SubRecip Program worksheets.

Line 16: Total Program Expenses. The sum of Lines 12 and 15.

Line 17: Secondary Administrative Expenses. If secondary administrative expenses are requested, Attachment A-4 and the Detail-Secondary Admin worksheet must be completed. This line must agree with the total **Secondary Administrative Expenses** reported on Attachment A-4. *See enclosed OCS Information Memorandum #37 regarding the definition of administrative cost.*

Line 18: Grand Total Expenses. Total all administrative and program expenses. Add lines 8, 16 and 17. The total given on Line 18 must correspond with those given on lines 1 through 5.

The Florida CSBG-ARRA State Plan requires that at least 30 percent of the funds be used for employment, job creation, job retention, job stabilization, placement or job training activities. These activities must be tied to CSBG National Goals 1 and 2. To calculate the compliance with this requirement two lines have been added at the bottom of the Budget Summary.

Line 19: Total Recipient and Sub-Recipient Direct Client Assistance Expenditures tied to National Goals 1 and 2 – Once you have entered this information on the Detail worksheets, the total should appear on this line.

Line 20: Percent of Funds Budgeted for Goal 1 and 2 Activities – Divide the Total Direct Client Assistance Expenditures tied to Goals 1 and 2 by the CSBG-ARRA award to calculate this percent. This percent must be equal to or greater than 30 percent. Make any changes to the applicable Detail worksheet, not this Budget Summary worksheet.

these entries. Such as "(Line 6)" is referring to Budget Line Item number 6, Administrative Expenses – Recipient on the Budget Summary page.

NPI: All Direct Client Assistance program expenditures including Sub-Recipient program expenses must be identified by a National Performance Indicator (NPI) number. Budget Summary, Attachment A-2 and the Work Plan, Attachment L must tie together to explain how the CSBG-ARRA funds will be spent and what will be accomplished. This applies only to Budget Line Items 10 and 13.

EXPENDITURE DESCRIPTION:

The narrative given in this column must be sufficient to explain the expenditure. Additional lines may be added if needed, but do not add columns and check the formulas after the insertion is made to assure that all cost are included in the subtotals.

BUDGETED AMOUNT:

Enter the budgeted amount for each item or category of expenditures listed. Round the cents in the calculations so that the Budgeted Amounts are in whole dollars.

Completing the Worksheets

Administrative Expenses: Detail-Recipient Admin and Detail-SubRecip Admin

Use these worksheets to calculate the Recipient Administrative (Line 6) and Sub-Recipient (Line 7) expenses. Administrative costs and Program costs may be defined differently in CSBG than in other programs. *See enclosed OCS Information Memorandum #37 regarding the definition of administrative cost before completing the budget.*

Salaries + Fringe + Benefits:

This worksheet will report the total salaries, fringe and benefits charged to CSBG-ARRA administration. If you prefer, you may separate these three categories by adding lines to the table.

On a separate worksheet, provide a list of all positions with salaries, fringe and benefits itemized. Identify all funding sources for the balance of costs for any position paid for in part from the CSBG-ARRA funds. All other funding sources must be identified so that 100 percent of the annual cost for the shared salary or expense is accounted for. This information should be consistent with the cost allocation plan provided.

If a salaried employee, who is normally considered an administrative position such as executive director or fiscal director, is included under any category other than administration, an explanation of direct client assistance or other activities he or she will be providing must be included.

Rent and Utilities

Costs must be consistent with the cost allocation plan provided. If you prefer, you may separate these categories by adding lines to the table.

Indirect Cost

Indirect cost rates must be documented by submission of a copy of the rate approval that includes

client assistance the position will be providing. For each expense, indicate a related National Performance Indicator. If a salaried employee who is normally considered an administrative position such as executive director or fiscal director, is included under this category, an explanation of what direct client assistance activities he or she will be providing must be included.

The description of activities should be given in general terms. Such as, "Self-sufficiency clients will be provided with public transportation vouchers." Instead of, "10 self-sufficiency clients will be provided with \$95 each in bus tokens." This will give the agency more flexibility and reduce the need for contract modifications. Give enough detail to describe how you plan to spend the money. For example, "housing assistance" is too broad. Be more specific, for example, rent, mortgage assistance; housing counseling, or temporary housing assistance. Because of the strict travel reimbursement rules related to mileage, be careful to specify the type of transportation assistance and any mileage rate to be used.

New: The Florida CSBG-ARRA State Plan requires that at least 30 percent of the funds be used for employment, job creation, job retention, job stabilization, placement or job training activities. These activities must be tied to CSBG National Goals 1 and 2.

To calculate compliance with this requirement the worksheet has been organized by NPIs. Under each NPI list the Direct Client Assistance Expenses that relate to it. You may add as many lines as needed to accommodate these entries. For example under NPI 1.1 you might detail the salaries of family development specialists, case managers, or training specialists that will assist customers in seeking and retaining employment or under NPI 1.2 the cost of GED classes or testing for a customer.

Note that the costs related to achieving Goal 1 and 2 are separated from those related to achieving Goal 6 outcomes. There are calculations provided to check compliance with the 30 percent requirement.

Other Program Expenses - Tabs Recipient Other and SubRecip Other

There are two worksheets for Other Program Expenses, one for those incurred by the Recipient (Line 11) agency and one for those incurred by Sub-Recipient (Line 14) agencies. The principles for completing the worksheet are the same for both.

Other Program Expenses are non-administrative expenses related to providing services to customers that cannot be tied directly to a specific client or group of clients, or directly to a National Performance Indicator. Examples are expenses related to general program outreach, client intake and income certification, program coordination with other service providers, and staff training.

Like Administrative expenses, a list of positions with salaries, fringe and benefits must be itemized. Costs must be completely accounted for and the allocated shares explained in the cost allocation plan. Travel expenses must be explained. See Administration above.

Secondary Administrative Expenses – Tab Detail-Secondary Admin

If Secondary Administrative Expenditures (Line 17) are budgeted, you must complete this worksheet. Additional information on Secondary Administrative Expenses may be found in the

GUIDANCE ON COST ALLOCATION PLANNING

Introduction

As a recipient of federal funds, Community Services Block Grant (CSBG) agencies are required to allocate cost in a reasonable and fair way that is based on the relative benefit received by the funding source. Before a cost is charged to a program, a cost allocation plan for how those costs will be determined and shared by various funding sources must be developed. There are a variety of ways this may be done, all of which may be acceptable. This plan should be developed by a financial professional either within your organization or one hired to assist your organization in developing and implementing your financial systems. A copy of your plan must be submitted with your CSBG contract proposal and must support the cost allocated to the program in your budget. If you have an approved indirect cost rate, this is part of the plan and should be submitted as well.

Requirement

2 CFR Part 215 Subpart C, Sec. 215.21.(6):

“Recipients financial systems shall provide for ... written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.”

CSBG Contract with Department of Community Affairs, Attachment J, Financial Management:

(5) “Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.”

Minimum Submission

The written cost allocation plan does not need to be lengthy, but it should include at a minimum the following:

- Costs to be allocated
- Funds, grants, programs, etc. to be allocated to (funding source)
- Methods for allocation
- Implementation, oversight and periodic review of plan
- Agency organizational chart

Recommended Steps

1. Clearly define who, what, where and how the agency provides services
2. Identify services and costs to be allocated --The plan should be simple, straightforward and fair.
3. Determine allocation method(s):
 - a. Describe the method used to allocate the costs.
 - b. Describe the basis for allocating costs – activities, time spent, number of participants, number of vouchers processed, etc.
 - c. The plan should clearly and easily communicate how the agency will distribute shared costs and follow the regulations.
 - d. *Grant dollars received cannot be used as a basis for allocation.*
 - e. What other funding sources will be involved in the planning and review? (Do you have an approved indirect cost rate? Are there other funding sources that require a cost allocation plan?)
 - f. Are their funding or program specific requirements that must be considered in your planning? (Are administrative or other costs limited by the funding source?)
4. Apply the assumptions defined in your methodology – The same methods must be used for all programs.
5. Allocate and maintain documentation:
 - a. How will the plan be implemented in your accounting system and by whom?
 - b. How will the cost be clearly and completely documented?
6. Monitor and manage the cost allocation plan:
 - a. Who will review and oversee the implementation?
 - b. How often will you review the allocations and plan (monthly, quarterly, etc.)?

OCS INFORMATION MEMORANDUM #37

DEFINITION OF ADMINISTRATIVE COST

- a. "Administrative" costs, in the context of CSBG statutory reporting requirements, are equivalent to the familiar concepts of "indirect" costs or "overhead." As distinguished from program administration or management expenditures that qualify as direct program costs, administrative costs refer to central executive functions that do not directly support a specific project or service. Rather, administrative costs are incurred for common objectives that benefit multiple programs administered by the grantee organization, or the organization as a whole, and as such are not readily assignable to a particular program funding stream. Administrative costs relate to the general management of the grantee organization, such as strategic direction, Board development, Executive Director functions, accounting, budgeting, personnel, procurement, and legal services.

OMB CIRCULAR 1-133.210

SUB-GRANTEE AND VENDOR DETERMINATIONS

OMB Circular 1-133 establishes the standards for determining the difference between a sub-grantee and a vendor, based on the substance of the relationship with the State, rather than the form of the agreement.

A recipient is considered a sub-grantee and is subject to OMB Circular A-133 if it meets the following conditions:

- a. Determines who is eligible to receive what federal financial assistance;
- b. Has its performance measured against whether the objectives of the federal program are met;
- c. Has responsibility for programmatic decision making;
- d. Has responsibility for adherence to applicable federal program compliance requirements;
- e. Uses the federal funds to carryout a program of the organization as compared to providing goods and services for a program of the pass-through entity;

A recipient is considered a vendor and is not subject to OMB Circular A-133 if it meets the following conditions:

- a. Provides the goods and services within normal business operations;
- b. Provides similar goods and services to many different purchasers;
- c. Operates in a competitive environment;
- d. Provides goods and services that are ancillary to the operation of the federal program;
- e. Is not subject to the compliance requirements of the federal program.

**CSBG-ARRA
FY 2009-2010
WORKPLAN AND QUARTERLY
REPORT FORM INSTRUCTIONS**

1. WORKPLAN AND QUARTERLY REPORT FORM INSTRUCTIONS

The Workplan and Quarterly Report Form closely tracks the CSBG Information System Survey (IS Survey). This information collection is also referred to as the Florida Outcomes for Community Assistance System (FOCAS). These revisions also include the following:

- Throughout the revised forms, language has been refined to bring it into line with the IS Survey.
- Your agency name should appear on each page. On the first page of each goal, click on the header and type in your agency name. It will automatically appear in the header box on each page.
- Only the columns marked with a bold outline and labeled "Workplan" need to be completed as part of the contract. The other columns will be completed during the contract period as part of your quarterly reports.

2. For detailed instructions in completing Attachment L – Workplan and Quarterly Report Form, see the following websites and documents.

1. Go to the National Association for State Community Service Programs at www.nascsp.org.
2. Click on the "CSBG" tab at the top of the page.
3. Scroll down to "CSBG Information Survey (IS) System Forms" in the list.
4. Open, save and print "FY 09 Instructions" These instructions will assist you in completing the Workplan.
5. Open, save and print "FY 2009 State CSBG IS Instructions" Part I: Section F – Other Resources Generated by the CSBG Network, and Appendix A, Federal Resources, will be helpful in completing Goal 5, Table 1.

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, as Secretary of _____
_____, a Florida nonprofit Corporation
("Corporation"), hereby certify that the following is a full, true and accurate copy of the
resolution of the Board of Directors of the Corporation, duly and regularly passed and adopted at
a meeting of the Board duly called and held in all respects as required by law and by the bylaws
of the Corporation on _____, at which meeting a quorum of the Board was
present, and that the resolution remains in full force and effect and has not been modified or
repealed.

WHEREAS, it is in the best interest of the Corporation to enter into a grant agreement with the
Florida Department of Community Affairs for the Fiscal Year 2009-2010 Community Services
Block Grant Stimulus-American Recovery and Reinvestment Act (ARRA) of 2009 Program.

RESOLVED, that _____, as the
_____ of the Corporation is hereby authorized and empowered on
behalf of the Corporation to negotiate the terms for and to enter into and execute the above
described agreement with the Florida Department of Community Affairs, and to negotiate
the terms for and to execute any and all related documents which are necessary to effectuate
the terms of said agreement.

Executed by me as Secretary of the Corporation on _____.

Secretary

(Corporate Seal)

President

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to Agreement with the Sanford Housing Authority for Tenant-Based Rental Assistance (TBRA)

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: Michele Saunders

CONTACT: Buddy Balagia

EXT: 2389

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment to Agreement, Seminole County/The Housing Authority of the City of Sanford, Florida, Tenant-Based Rental Assistance Program Subrecipient Agreement, Program Year 2008-2009.

County-wide

Buddy Balagia

BACKGROUND:

On December 16, 2008 an Agreement was executed between the Board of County Commissioners (Board) and the Housing Authority of the City of Sanford (SHA) to implement a portion of the County's Tenant-Based Rental Assistance (TBRA) Program, which is funded by the Federal HOME Program. The TBRA Program provides rental assistance subsidies for very low income households (i.e., incomes not exceeding 50% of the area median income) who are either elderly, disabled, or in a self-sufficiency program.

The Agreement provides \$300,000 in funding for direct assistance to renters, and an additional \$24,000 for administrative expenses. The Agreement required the SHA to reach a caseload of 14 households by April 16, 2009 (at least 8 in self-sufficiency and at least 6 who are disabled/elderly), and to maintain at least that caseload throughout the term of the Agreement.

The SHA failed to reach that caseload threshold by the required date; however, it was determined that the failure was because of the following reasons, all of which must be addressed when reviewing referrals as a part of County procedures:

- the applicants for TBRA under the self-sufficiency aspect require a great deal more pre-approval than originally anticipated;
- some applicants failed to show up for scheduled appointments (for pre-approval), causing delays due to rescheduling;
- some applicants failed to qualify (either by being over-income or not being eligible for self-sufficiency), causing time delays in going back to the waiting list and starting over.

Staff is working currently to schedule and pre-approve tenants in anticipation this Amendment, so as to reduce delays and to allow the SHA to reach the required minimum caseload by September 30, 2009.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment to Agreement, Seminole County/The Housing Authority of the City of Sanford, Florida, Tenant-Based Rental Assistance Program Subrecipient Agreement, Program Year 2008-2009.

ATTACHMENTS:

1. First Amendment

Additionally Reviewed By:

- County Attorney Review (Arnold Schneider)
- Grant Review (Jennifer Bero, Lisa Spriggs)

**FIRST AMENDMENT TO AGREEMENT
SEMINOLE COUNTY/THE HOUSING AUTHORITY OF THE CITY OF SANFORD, FLORIDA
TENANT-BASED RENTAL ASSISTANCE PROGRAM SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2008-2009**

THIS FIRST AMENDMENT TO AGREEMENT entered into this 26 day of June, 2009, 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 **THE HOUSING AUTHORITY OF THE CITY OF SANFORD, FLORIDA**, a/k/a **SANFORD HOUSING AUTHORITY**, a public body corporate organized under the laws of the State of Florida, whose mailing address and principal place of business is 94 Castle Brewer Court, Sanford, Florida 32771-2349, hereinafter referred to as "SHA".

W I T N E S S E T H:

ANT
WHEREAS, COUNTY and SHA heretofore entered into that certain Seminole County/The Housing Authority of The City of Sanford, Florida Tenant-Based Rental Assistance Program Subrecipient Agreement Program Year 2008-2009, dated December 16, 2008 (the "Agreement"); and

WHEREAS, the Agreement is for the purpose of financing tenant-based rental assistance to provide affordable rental housing for fourteen (14) Very Low Income, elderly and/or disabled households utilizing THREE HUNDRED TWENTY FOUR THOUSAND AND NO/100 DOLLARS (\$324,000.00) of COUNTY's HOME Program TBRA funds; and

WHEREAS, SHA and COUNTY have determined that amending the Agreement to allow for a modest extension of time for SHA's recruitment, intake and approval of the fourteen (14) TBRA assisted households is

both justified and necessary for accomplishing the public purpose of the Agreement; and

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 First Amendment and of the Agreement as hereby amended, upon which the parties have relied.

Section 2. Amendment of Section 3(c) of the Agreement. Section 3(c) of the Agreement is hereby amended to read as follows:

AW
(c) As a precondition to receiving the full amount of TBRA funding envisioned by this Agreement, SHA shall reach a minimum tenant caseload of fourteen (14) separate households by no later than ~~one hundred twenty (120) days from the execution date of this Agreement~~ September 30, 2009. SHA shall also maintain a minimum of fourteen (14) TBRA assisted households throughout the term of this Agreement. If SHA fails to achieve the minimum fourteen (14) TBRA assisted households caseload by ~~the one hundred twenty (120) day~~ September 30, 2009 deadline, TBRA funding hereunder shall be reduced accordingly to a level sufficient to sustain the lower number of households being assisted as of that date, consistent with the Certificate Model/Minimum and Maximum Household Payment parameters described in Exhibit "A" hereto for the duration of this Agreement. Any excess funding previously provided to SHA shall be recaptured by COUNTY.

COUNTY shall not be obligated to reinstate the withheld or recaptured funding for otherwise TBRA eligible households being added to SHA's caseload after the ~~one hundred twenty (120) day~~ September 30, 2009 deadline.

AS
Section 3. Effect of First Amendment on Agreement. The remaining portions of the Agreement, including particularly Sections 3(a), (b) and (d) thereof, and the several Exhibits thereto not expressly amended by this First Amendment shall remain in full force and effect as originally agreed upon. The severability clause in Section 26 of the Agreement shall be deemed applicable to this First Amendment. The term of this First Amendment shall be the same as that for the Agreement itself. The amendments enacted by this First Amendment shall be deemed effective immediately  upon execution of this instrument by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed:

(SIGNATURES AND ATTESTATIONS ON FOLLOWING PAGE)

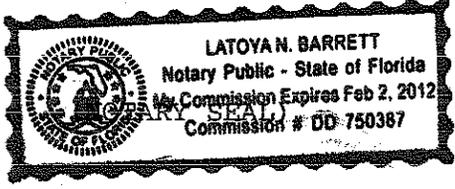
ATTEST: Fernandez
HAVP Director
Title:

SANFORD HOUSING AUTHORITY

By: [Signature]
ANGEL TUA, ~~Chair~~ EXECUTIVE DIRECTOR
Date: JUNE 26, 2009

STATE OF FLORIDA]
]]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this 26th day of June, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephanie Fernandez and Angel TUA, as ~~Chair~~ Executive Director and Executive Director, respectively, of SANFORD HOUSING AUTHORITY, a public body corporate organized under the laws of the State of Florida, [] who are personally known to me or [] who have produced _____ and _____, respectively as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the Authority.



[Signature]
Print Name: LATOYAN BARRETT
Notary Public in and for the
County and State Aforementioned

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

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

For the use and reliance
of Seminole County only.
As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** CDBG-R Grant Agreement**DEPARTMENT:** Community Services**DIVISION:** Community Assistance**AUTHORIZED BY:** Michele Saunders**CONTACT:** Buddy Balagia**EXT:** 2389**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Grant Agreement with the US Department of Housing and Urban Development in acceptance of \$648,202.00 through the CDBG-R Program as funded by the American Recovery and Reinvestment Act of 2009.

County-wide

Buddy Balagia

BACKGROUND:

In May 2009 the County amended its 2008-2009 One-Year Action Plan to include \$648,202 in funding from the CDBG-R Program. The funding is authorized by the American Recovery and Reinvestment Act of 2009 (ARRA). The funding is to be used as follows:

- Jamestown Re-paving: \$128,367
- Castle Brewer Court Sanitary Sewer Rehabilitation: \$280,000
- Redding Gardens Luminary Infrastructure Improvements: \$175,015
- Planning % Administration: \$64,820

The U.S. Department of Housing & Urban Development (HUD) sent the respective Grant Agreement to the County on July 30, 2009, and it must be executed and returned within 30 days.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the Grant Agreement with the US Department of Housing and Urban Development in acceptance of \$648,202.00 through the CDBG-R Program as funded by the American Recovery and Reinvestment Act of 2009.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

- County Attorney Review (Arnold Schneider)
- Grant Review (Jennifer Bero, Lisa Spriggs)

**SPECIAL CONDITIONS TO THE GRANT AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT RECOVERY (CDBG-R) FUNDS
AUTHORIZED AND APPROPRIATED
UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
(PUBLIC LAW 111-5, FEBRUARY 17, 2009)**

CDBG-R GRANTEE: Seminole County
CDBG-R GRANT NUMBER: B-09-UY-12-0010
CDBG-R GRANT AMOUNT: \$ 648,202.00
CDBG-R APPROVAL DATE: July 22, 2009

Special Conditions:

The terms of the Grant Agreement include the following special conditions:

1. The Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and the above named Grantee, is made pursuant to the authority of Title XII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the Recovery Act). The Grantee acknowledges that the CDBG-R grant is one-time funding.
2. The Grant Agreement is governed by and the Grantee shall comply with the requirements of the Recovery Act; the Notice of Program Requirements for Community Development Block Grant Program Funding Under the American Recovery and Reinvestment Act of 2009, 74 Fed. Reg. 21816 (May 11, 2009) available at <http://www.hud.gov/recovery/cdblock.cfm> (as now in effect and as may be amended from time to time) (the Notice); Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (as modified by the Notice); and, the HUD regulations at 24 CFR part 570 (as now in effect and as may be amended from time to time) as modified by the Notice (the Regulations). The Grantee's submissions, the Notice, the Funding Approval/Agreement (form HUD-7082) and the special conditions described herein are incorporated by reference and constitute part of the Grant Agreement. Submissions include the CDBG-R action plan substantial amendment, including the certifications and assurances and any information or documentation required to meet any grant award conditions. In the event of conflict between a provision of the Grantee's submissions and any other provision of this Grant Agreement document, the latter shall control.
3. The Grantee shall comply with governmentwide guidance and standard award terms established by the Office of Management and Budget (OMB) concerning the implementation of the Recovery Act, including *Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards*, 74 Fed. Reg. 18449 (April 23, 2009) (to be codified at 2 CFR Part 176) (as now in effect and as may be amended from time to time). Notwithstanding the foregoing, the

Grantee shall comply with Section 110 of the CDBG Statute concerning the Davis-Bacon Act. The Grantee shall comply with reporting requirements established by HUD and OMB (including all revisions to such reporting requirements), as well as Sections 1511, 1515, and 1553 of the Recovery Act (including implementing guidance).

4. The Grantee shall at all times maintain an up-to-date copy of its Grantee Submission, including all amendments approved by HUD, on its Internet website as required by the Notice. The Grantee shall maintain information on all drawdowns, deposits, and expenditures of grant funds and program income under this Grant Agreement and any other records required by applicable law, in its files, and shall make such information available for audit or inspection by duly authorized representatives of HUD, HUD's Office of the Inspector General, the Recovery Act Transparency Board, or the Comptroller General of the United States.
5. In addition to other lawful remedies, HUD reserves the right to restrict access to grantees' CDBG-R funds for delinquent, incomplete, or inaccurate reporting. This includes the right to suspend access to the Integrated Disbursement and Information System (IDIS) should the Grantee fail to comply with quarterly CDBG-R reporting requirements.
6. The Grantee may take advantage of the pre-award costs provisions at 24 CFR 570.200(h) to incur pre-award costs associated with the development of the substantial amendment to the action plan beginning May 5, 2009. The Grantee may also incur costs prior to the grant award for specific activities as of the date the CDBG-R action plan substantial amendment was submitted to HUD.
7. The Grantee is advised that providing false, fictitious or misleading information with respect to CDBG-R funds may result in criminal, civil or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801 or another applicable statute. The Grantee shall promptly refer to HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG-R funds.
8. In any contract involving the use of CDBG-R funds, the Grantee shall include, and require its subrecipients and contractors to include, a project sign provision consistent with criteria established by the Secretary.
9. The Grantee shall have until September 30, 2012, to expend the entire CDBG-R Grant Amount. CDBG-R funds not expended by September 30, 2012, will be recaptured by HUD.
10. The Grantee shall extend all applicable terms and conditions of this grant award to subrecipients and contractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).
11. The Grant Agreement may be amended in writing by HUD. In considering proposed amendments to this Grant Agreement, HUD shall review, among other things, whether the amendment is otherwise consistent with the Recovery Act, the Housing and Community Development Act, the Notice and the Regulations.

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424) Seminole County		3. Grantee's 9-digit Tax ID Number 59-6000856	4. Date use of funds may begin 7/17/2009
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Seminole County 1101 East 1st Street Sanford, FL 32771 the CDBG-R appropriations code 869/00161 DUNS # - 06-783-4358		5a. Project/Grant No. 1 B-09-UY-12-0010	6a. Amount Approved \$ 648,202
		5b. Project/Grant No. 2	6b. Amount Approved
		5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Gary A. Causey	Grantee Name
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Title Director, Community Planning and Development Division	Title
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Signature <i>Gary A. Causey</i>	Date (mm/dd/yyyy) 07/22/2009	Signature	Date (mm/dd/yyyy)
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7. Category of Title I Assistance for this Funding Action (check only one) <input checked="" type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 6/3/2009	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified 7/22/2009		
11. Amount of Community Development Block Grant		9c. Date of Start of Program Year		
		FY (2009)	FY ()	FY ()
a. Funds Reserved for this Grantee		\$ 648,202		
b. Funds now being Approved				
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved Not Applicable	12b. Name and complete Address of Public Agency Not Applicable
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Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency Not Applicable

Title

Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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Seminole County hereby accepts the CDBG-R grant funding in the amount of \$648,202.00 and agrees to the attached special terms and conditions relative to Grant No. B-09-UY-12-0010.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Series 2009 Water and Sewer Revenue Bonds

DEPARTMENT: Environmental Services

DIVISION: Administration - Environmental Services

AUTHORIZED BY: Joe Forte, Andrew Neff

CONTACT: Bob Briggs

EXT: 2148

MOTION/RECOMMENDATION:

Authorize financing team comprised of the Financial Advisor, Bond Counsel, and Disclosure Counsel to proceed with preparing the Preliminary Official Statement (POS) for the next series of water and sewer bonds. Authorize PBSJ to prepare the Engineer's Report to be included in the POS.

County-wide

Bob Briggs

BACKGROUND:

The requested actions are the core of work required to bring the proposed issue to market and secure proceeds. All the referenced parties will be compensated from proceeds of issuance not requiring any revisions to the current year budget.

STAFF RECOMMENDATION:

Staff recommends Board approval to proceed with preparation of the POS in support of bond issuance.

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Edward Byrne Memorial Justice Assistance Program - Grant Applications

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Michele Saunders, Jennifer Bero **EXT:** 2301, 7163

MOTION/RECOMMENDATION:

Approve the Sheriff's Office to submit grant applications to the Florida Department of Law Enforcement (FDLE) requesting the \$239,756.00 countywide allocation through the Edward Byrne Memorial Justice Assistance Program; and authorize the Chairman and Sheriff to execute the grant applications and future documents relating to the grant.

County-wide

Jennifer Bero

BACKGROUND:

During their meeting held July 28, 2009, the Board of County Commissioners authorized county participation in the Edward Byrne Memorial Justice Assistance Grant Program and named Michele Saunders, Community Services Department Director, as the coordinator for the applications. The grant guidelines require that all units of government in Seminole County reach a consensus concerning the distribution and use of the \$239,756 allocation.

In compliance with the guidelines, Ms. Saunders facilitated a meeting with representatives from each of the seven (7) municipalities, the Sheriff's Office, and the Sanford-Orlando Airport Police Department. The group arrived at a consensus to allow the Sheriff's Office to submit applications requesting the full allocation to support operations of the Juvenile Assessment Center (\$126,593) and Multi-Agency Gang Task Force (\$113,163).

For the applications to meet the requirements for funding, the Board must approve and authorize the Chairman to execute a letter indicating support of the consensus among the countywide agencies, and to execute the Sheriff's applications. A separate grant agreement/contract will be presented for approval upon award.

STAFF RECOMMENDATION:

Approve the Sheriff's Office to submit grant applications to the Florida Department of Law Enforcement (FDLE) requesting the \$239,756.00 countywide allocation through the Edward Byrne Memorial Justice Assistance Program; and authorize the Chairman to execute the grant application and supporting documents.

ATTACHMENTS:

1. Letter of Support

Additionally Reviewed By: No additional reviews

BOARD OF COUNTY COMMISSIONERS



August 11, 2009

Mr. Clayton Wilder
Community Program Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Wilder:

In compliance with State of Florida Rule 11D-9, F.A.C., the Seminole County Board of County Commissioners approves the distribution of \$239,756 (total allocation available) of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Federal Fiscal Year 2009 for the following projects within Seminole County:

<u>Projects</u>	<u>Amount</u>
JAC Operations Project The Seminole County Sheriff's Office will use grant funds to restore loss of Department of Juvenile Justice revenues to administer services at the Seminole County Juvenile Assessment Center (JAC). This project is approved under the prevention and education program, which is one of the seven federally approved program areas.	\$126,593
MAGTF Operations Project The Seminole County Sheriff's Office will use grant funds to support proactive Multi Agency Gang Task Force (MAGTF) operations to reduce, enforce, and identify gang activity in Seminole County, as well as identify, target and monitor repeat juvenile offenders. This project is approved under the Law enforcement program, which is one of the seven federally approved program areas.	\$113,163

Sincerely,

Bob Dallari, Chairman
Seminole County Board of County Commissioners

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Public Safety Interoperable Communications (PSIC) Grant Program - Regional Interlocal Agreement

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Rob Beach, Jennifer Bero **EXT:** 1111, 7163

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the regional interlocal grant agreement with Lake County in acceptance of participation in the Public Safety Interoperable Communications Grant Program for the 700 MHz P25 Mobile Coverage Radio System Overlay project.

County-wide

Jennifer Bero

BACKGROUND:

The National Telecommunications and Information Administration provides grant funding through the Public Safety Interoperable Communication (PSIC) Program to help state, local, and federal first responders better communicate during a natural or man-made disaster. Regional Domestic Security Task Force V (RDSTF V) applied for the grant through a designated lead agency which was determined to be Lake County. The RDSTF V was awarded \$3,000,000 to enhance and increase infrastructure equipment by providing a regional 700 MHz P25 Mobile coverage radio system overlay.

As an active member of Region V, Seminole County is invited to participate in the project to ensure all emergency first responders can coordinate, communicate, and share vital information between jurisdictions and agencies during their response to emergency events. Approval of our participation is demonstrated by execution of an Interlocal agreement with Lake County, the lead agency. Agencies included in the agreement include Seminole County, Orange County, Osceola County, Martin County, St. Lucie County, the City of Orlando, and Lake-Sumter Emergency Medical Systems, Inc.

All participants who receive equipment, hardware, software, or other materials necessary for the intent of the project are required to provide in-kind matching services that will be collectively equal to at least 25% of grant amount. These in-kind services include tower space, equipment shelter space, utilities, network integration, and project management. Staff anticipates Seminole County's contribution to be worth \$230,769.23 in matching in-kind services only, which are identified as personnel/staff time for design and project management, tower space and requirements, building space, and utilities.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the regional interlocal grant agreement with Lake County in acceptance of participation in the Public Safety Interoperable Communications Grant Program for the 700 MHz P25 Mobile Coverage Radio System Overlay project.

ATTACHMENTS:

1. Agreement

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Arnold Schneider)</p> <p><input checked="" type="checkbox"/> Budget Review (Lisa Spriggs)</p>
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**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, MARTIN COUNTY,
FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA,
ST. LUCIE COUNTY, FLORIDA, CITY OF ORLANDO, AND LAKE-SUMTER
EMERGENCY MEDICAL SERVICES, INC.
FOR
INTEROPERABLE COMMUNICATIONS EQUIPMENT FOR REGION FIVE**

This Interlocal Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between Lake County, Florida, a political subdivision of the State of Florida, whose address is 315 West Main Street, Tavares, Florida 32778, hereinafter referred to as "Lake County;" Orange County, Florida, a political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, hereinafter referred to as "Orange County;" Martin County, Florida, a political subdivision of the State of Florida, whose address is 2401 Southeast Monterey Road, Stuart, Florida 34997, hereinafter referred to as "Martin County;" Osceola County, Florida, a political subdivision of the State of Florida, whose address is 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as "Osceola County;" Seminole County, Florida, a political subdivision of the State of Florida, whose address is 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as "Seminole County;" St. Lucie County, Florida, a political subdivision of the State of Florida, whose address is 2300 Virginia Avenue, Fort Pierce, Florida 34982, hereinafter referred to as "St. Lucie County;" the City of Orlando, a municipality incorporated under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801, hereinafter referred to as "Orlando;" and Lake-Sumter Emergency Medical Services, Inc., a Florida nonprofit corporation, whose address is 2761 West Old Highway 441, Mount Dora, Florida 32757, hereinafter referred to as "Lake-Sumter EMS". The entities listed above shall be referred to jointly as the "Participants."

WITNESSETH:

WHEREAS, the Participants listed above did enter into this Agreement to participate in the United States Department of Commerce's National Telecommunications and Information Administration, in consultation with the United States Department of Homeland Security Public Safety Interoperable Communications (PSIC) Grant Program Award administered through the State of Florida, Division of Emergency Management, hereinafter referred to as the "Grant"; and

WHEREAS, the Participants shall implement the Grant in compliance with applicable terms and conditions, State and Federal laws, rules and regulations, and the and uniform administrative rules as set forth in 28 CFR Part 66; and

WHEREAS, the Grant is intended to enhance and increase Region 5's infrastructure equipment to provide a regional 700MHz P25 Mobile coverage radio system overlay, encompassing the geographic area of the participants listed herein; and

WHEREAS, the participants to this Agreement recognize and agree to provide in kind matching funds for any equipment, materials or services received from this Grant; and

WHEREAS, the Grant was awarded on July 30, 2008, the Grant Authorization Notice was received by the State of Florida from the United States Department of Homeland Security releasing Forty Two Million Eight Hundred Eighty-Eight Thousand Two Hundred and Sixty-Six Dollars (\$42,888,266) of which Lake County is granted Three Million Dollars (\$3,000,000) for regional partnering of interoperable communications; and

WHEREAS, the Participants recognize that the use of Grant funds for the development of an Interoperable Communications System in Region 5 shall enhance the overall security and safety of the citizens of the State of Florida and more specifically the citizens and public safety officers of Region 5.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and promises

contained herein, the Participants agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein.

Section 2. Authority. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act in Section 163.01, Florida Statutes.

Section 3. Purpose. The purpose of this Agreement is to enhance and increase Region 5's infrastructure equipment to provide a regional 700MHz P25 Mobile coverage radio system overlay, encompassing the geographic area of the Participants listed herein, to ensure that all emergency first responders can coordinate, communicate and share vital information between jurisdictions and agencies who may be called upon to respond to emergency, natural or manmade disasters.

Section 4. Joint Obligations. The Participants to this Agreement acknowledge and agree to the following joint obligations:

a. All Participants who receive equipment, hardware, software or other materials necessary to the creation and maintenance of an interoperable communications system agree to provide in accordance with the terms and conditions of the Grant in kind matching funds that will be collectively at least twenty-five percent (25%) of the Grant amount. These in kind funds include, but are not limited to, tower space, equipment shelter space, utilities, network integration, and project management.

b. All Participants shall comply with the requirements of the Grant, including, but not limited to, the Federally-Funded Subgrant Agreement, hereinafter referred to as the Subgrant Agreement, its attachments and exhibits, attached hereto and incorporated herein as **Exhibit A**, as well as all local, state or Federal rules and regulations which may be imposed upon the Participants in exchange for their participation in this Grant program, including, but not limited to, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

set out in 28 CFR Part 66.

Section 5. Equipment.

a. The ownership, disposal, and transfer of equipment, hardware, software or other materials provided through this Grant shall be controlled in accordance with the Grant.

b. The Participants shall be considered to be the owners / managers of said equipment upon receipt by them and shall be responsible for maintaining, inventorying and using the equipment in accordance with the provisions of the Grant and requirements of the Subgrant Agreement, as administered through the State of Florida, Division of Emergency Management.

c. When the Grant is closed out by the State of Florida, Division of Emergency Management, the Participants agree that title and control of the items provided to each individual Participant through the Grant, and for which the Participant has provided in-kind matching funding, shall vest in said individual Participant to the extent permitted by the Grant, and Lake County shall provide the State of Florida, Division of Emergency Management, and all participating parties with a letter detailing the official transfer of the equipment to the receiving agencies.

d. All Participants will comply with any other requirements for the transfer of title established by the Grant and the United States Department of Homeland Security, as administered through the State of Florida, Division of Emergency Management.

Section 6. Maintenance and Use of Equipment.

a. All maintenance and repairs for this equipment shall be the responsibility of the individual Participant that receives the equipment and contributes to the twenty-five percent (25%) in-kind matching funding required by the Grant.

b. The Participants agree that they will use the equipment to establish an interoperable communications system as a regional resource for mutual aid between the Participants and Region 5

first responder agencies to be used collectively at no cost to the users, and they will use all reasonable means to ensure the continued operation of said system for the life of the equipment.

c. The Participants agree to utilize their existing network or capabilities to provide connectivity to the Lake County master site switch enabling a cooperative and collaborative network to be used across all disciplines. The design for connectivity is as generally detailed in the PSIC Radio System System Description, its attachments and exhibits, attached hereto and incorporated herein as **Exhibit B**.

Section 7. Fiscal Obligations.

a. Each Participant agrees to report to Lake County the value of the in kind services and equipment it provides during the course of the Grant period.

b. Lake County will facilitate the ordering of the Participant's equipment and will process the paperwork necessary to pay for the equipment and to seek reimbursement through the Grant.

c. Lake County shall prepare and submit quarterly financial records as required by the Grant.

Section 8. Procurement or Acquisition Process.

a. All Participants agree that all equipment for this project will be acquired through Lake County and that Lake County shall be the final decision maker on the procurement and acquisition of equipment, hardware, software or other materials in accordance with the Grant.

b. The Participants will receive equipment, hardware, software or other materials as generally detailed in Section 2.5, **Exhibit B**, the "MAJOR" equipment summary. The Participants agree that final equipment may vary slightly as a result of information provided by vendors or due to other unforeseen circumstances.

c. Any payments or disputes over payment shall be resolved and governed in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 9. Management Committee.

a. The Management Committee shall be chaired by Lake County Public Safety Communications Technologies representative Gregory Holcomb, or his successor.

b. Each Participant shall assign a representative to the Management Committee to assist with the coordination and implementation of the Grant and the Interoperable Communications System.

c. The Management Committee will review the procurement process and make recommendations to Lake County on issues surrounding the procurements made in furtherance of the Interoperable Communications System.

Section 10. Participants' Employees. Participants may assign or direct specific employees to participate in, or assist with planning, coordinating and training activities associated with the implementation of the Interoperable Communications System. Any Participant's employee assigned to this Grant, or providing planning, coordination, or instructional/training services as part of this Grant, shall at all times remain the employee of his/her respective Participant, and such employees shall remain subject to the rules and regulations, policies, procedures, orders, and directives of that respective Participant employer. Each Participant shall retain full responsibility for compensation, insurance, benefits, logistical support, liability, and all other employer/employee related matters associated with any Participant's employee so assigned. All Participants are independent contractors and are not acting as an agent, fiduciary or employee of any other Participant.

Section 11. Entire Agreement. This Agreement forms and constitutes the entire agreement between the Participants and no other agreements, whether oral or written, shall be deemed to exist with regard to the specific subject matter of this Agreement. None of the provisions, terms and conditions contained in the Agreement may be added to, deleted, modified, superceded or otherwise altered, except by written formal amendment executed by the parties hereto.

Section 12. Termination. Any Participant may terminate its participation in this Agreement, and this Agreement will be of no further force and effect on that Participant, upon the Participant providing thirty (30) days notice in writing to the other Participants to this Agreement. In the event one (1) of the Participants decides to terminate this Agreement, all equipment received by that Participant through this Grant shall be disposed of or retained in accordance with the guidelines established by the Grant or other appropriate Federal authority.

Section 13. Indemnity and Insurance.

a. All Participants shall be required to maintain adequate insurance for the purposes of carrying out the terms of this Agreement. Participants may self insure in lieu of carrying commercial insurance.

b. Each Participant to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof to the extent provided by Section 768.28, Florida Statutes.

c. The Participants further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of any governmental entity's sovereign immunity, beyond that which is already set forth in Section 768.28, Florida Statutes.

d. The waiver of a provision herein by either Participant shall not constitute the further waiver of said provision or the waiver of any other provision.

e. Nothing herein shall be intended to give any Participant the right to bind or otherwise contract for or on behalf of any other participant to this Agreement and the U.S. Department of Homeland Security Office.

Section 14. Binding Effect. This Agreement shall be binding upon and inure to the benefit

of the Participants hereto and the successors in interest, transferees and assigns of the parties.

Section 15. Assignment. This Agreement shall not be assigned by any Participant without the prior written approval of the other parties.

Section 16. Public Records. In conjunction with this Agreement and pursuant to Chapter 119, Florida Statutes, the Participants shall each comply with the Florida public records laws and its exemptions.

Section 17. Records and Audits. The Participants shall maintain in their places of business any and all books, documents, papers, and other property and equipment pertaining to work performed under this Agreement. Such records shall be available at the Participants' places of business at all reasonable times during the term of this Agreement and for as long as such records are maintained thereafter. Such records shall be available to all Participants at the Participant's place of business in compliance with the Florida public records laws and generally accepted accounting and auditing principles and shall be produced upon request by Lake County, the State of Florida, and/or the United States Department of Homeland Security during regular business hours for Grant tracking and auditing purposes.

Section 18. Terms. The Participants hereby agree that this Agreement shall become effective on the date this Agreement is executed in full, by all appropriate agency representatives of all the named Participants herein, and filed with the Clerk of the Circuit Court of each county in which the parties to this agreement are located. This Agreement shall end five years from the date the Grant is closed out or the system is fully operational, whichever is later.

Section 19. Notices.

a. Whenever the Participants desire to give notice, notice shall be sent to each Participant's appointed Management Committee member.

b. The Participants may change by written notice as provided herein the addresses or persons for receipt of notices or invoices as described herein. All notices shall be effective upon receipt.

Section 20. Compliance with Laws and Regulations. In performance of this Agreement, the Participants shall abide by all laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, and as set forth in 18 U.S.C. Section 1913 and 31 U.S.C. Section 1352, including those now in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 21. Dispute Resolution. Any dispute that arises between any of the Participants regarding interpretation of this Agreement or any right or duty under this Agreement shall be resolved in accordance with the procedures set forth in Chapter 164, Florida Statutes, or any other similar dispute resolution process.

Section 22. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 23. Conditions Precedent. All the Participants agree that any conditions precedent have been met.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

LAKE COUNTY

Board of County Commissioners
of Lake County, Florida

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Welton Cadwell, Chairman

This ____ day of _____, 2009.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

ORANGE COUNTY

Richard T. Crotty, Mayor

This ____ day of _____, 2009.

ATTEST:
Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Date: _____

Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

MARTIN COUNTY

Board of County Commissioners
of Martin County, Florida

ATTEST:

Chairman: _____

This _____ day of _____, 2009.

Approved as to form and legality:

Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

OSCEOLA COUNTY

Board of County Commissioners
of Osceola County, Florida

ATTEST:

Chairman:

This _____ day of _____, 2009.

Approved as to form and legality:

SEMINOLE COUNTY

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

ST. LUCIE COUNTY

Board of County Commissioners
of St. Lucie County, Florida

ATTEST:

Chairman: _____

This _____ day of _____, 2009.

Approved as to form and legality:

Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

CITY OF ORLANDO

ATTEST:

This _____ day of _____, 2009.

Approved as to form and legality:

Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

**LAKE-SUMTER EMERGENCY
MEDICAL SERVICES, INC.**

Welton G. Cadwell
Chairman of the Board of Directors

This _____ day of _____, 2009.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

EXHIBIT A

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Lake County Board of County Commissioners, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end August 31, 2010 unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement

is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(8) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Response
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (submit the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Response
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in

claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

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

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

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

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Tim Copeland
Division of Emergency Management
2665 Shumard Oak Blvd
Tallahassee, FL 32399-2100
Telephone: 850-488-9441
Fax: 850-488-7842
Email: tim.copeland@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Gregory Holcomb
Lake County
315 W. Main St, Suite 411
Tavares, FL 32778
Telephone: 352-343-9458
Fax: _____
Email: gholcomb@lakecountyfl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

~~(b) In the event of any inconsistencies or conflict between the language of this~~
Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Justification of Advance

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$3,000,000**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

 X An advance payment of \$824,000.00 is requested

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide

any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment E) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

~~(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.~~

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment F.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement.

RECIPIENT:

Lake County Board of County Commissioners

By: Nort Page
Name and title: _____
Date: _____
FID#59-6000695

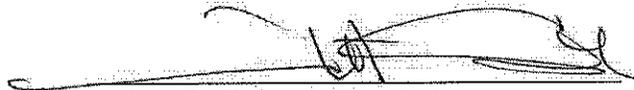
**STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT**

By: 
Name and Title: W. Craig Fugate, Director of the Division of Emergency Management
Date: 6/1/09

Agreement between the STATE OF FLORIDA, DIVISION OF EMERGENCY
MANAGEMENT and LAKE COUNTY, FL

Passed and Adopted this 5 day of May, 2009

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA



Welton G. Cadwell, Chairman

This 6th day of May 2009.

ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

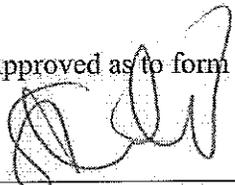

Sanford A. Minkoff
County Attorney

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: Department of Homeland Security

Catalog of Federal Domestic Assistance title and number: 11.555

Award amount: \$ 3,000,000

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2008-2009 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements or will be in violation with the terms of the agreement.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

**Attachment A
Budget and Scope of Work**

Proposed Program Budget

- ↓ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ↓ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding FY2007 Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.mipt.org.
- ↓ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted, whereas management & administration cost do not exceed 3% of the Recipient's total award. However, at the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead.

Grant	Recipient/Agency	Category	Amount Allocated
Fiscal Year 2008 - Public Safety Interoperable Communications Grant Program - Issue 81	Lake County Board of County Commissioners	Equipment Acquisition	\$3,000,000
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	
Total Award			\$3,000,000

Statutory Match Requirement	\$750,000
------------------------------------	------------------

See below for Match Requirement Equipment

08CP-03- NRSC	Cable, Non Radiation-Shielded Transmission	Transmission line and RF conditioning equipment located at Lake County sites.	\$306,388.00
08CP-04- WADN	Network, Wide Area Digital	Networking equipment to connect the Lake County 700 MHz sites with the Lake County Master Site.	\$ 165,400.00
10PE-00-UPS	Supply, Uninterruptible Power (UPS)	Lake County sites systems that compensate for loss of power to serviced equipment for some period of time. May include short-duration battery devices or standby generator devices for longer duration.	\$ 263,400.00
10PE-00-PCDS	System, Power Conditioning	Lake County sites systems that provide protection against power spikes, surges, and momentary drops so that serviced equipment receives "clean" power.	\$ 15,984.00
TOTAL MATCH:			\$ 751,172.00

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget"

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this contract, contact the contract manager listed in this contract via email or letter.

Budget Detail Worksheet			
Eligible Activities			
Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
<p>The Scope of Work lists the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List (AEL) at: https://www.rkb.mipt.org</p> <ul style="list-style-type: none"> Register on the website (optional) Log into the website Click on the SEL/AEL tab To identify items within the eligible categories, click on the box that reads "List Contains All Items Click Here to Customize by Grant". Then uncheck all the grants listed except for Public Safety Interoperable Communication Program (PSIC) and click the Customize Button. If you wish to purchase a piece of equipment from any of the eligible categories listed below for PSIC, indicate the "AEL item number" and "title", in the empty space provided below that category. If you wish to purchase a piece of equipment from the categories below, then, in the empty space provided below that category, put the "AEL item number" and "title" 			
e.g., "AEL Item Number" Here, "Title" Here			
Eligible Equipment Categories:			
Information Technology			
Cyber Security Enhancement Equipment			
Interoperable Communications Equipment (See Next Page for detail)	1	3,000,000	3,000,000
Power			
CBRNE Incident Response Vehicles			
Terrorism Incident Prevention Equipment			
Other Authorized Equipment			
Management and Administration (3% of the total award may be used for M&A purposes related to the FY07 PSIC)	Quantity	Unit Cost	Total Cost
Hiring of full-time or part-time staff or contractors/consultants for: <ul style="list-style-type: none"> Grant management services related to compliance with reporting, monitoring, and all audit requirements Audit Requirements Associated travel expenses Meeting expenses 			

Statutory Match Requirement: Recipients must meet a 20 percent statutory match that must be from a non-federal source that can be met through cash or in-kind sources consistent with 15 C.F.R. 24.3, 24.4.	
Source	Amount
Cash from Equipment Purchases and In-Kind management and equipment placement space. (See below for detail)	750,000
TOTAL	750,000

The following is a summary of the pricing of equipment and services provided:

<u>AEL Code</u>	<u>Category</u>	<u>Description</u>	<u>Price</u>
06CP-01-BASE	Radio, Base	700 MHz Base stations located at 13 sites.	\$1,347,646.30
06CP-03-NRSC	Cable, Non Radiation-Shielded Transmission	Transmission line and RF conditioning equipment located at 13 sites.	\$ 249,955.88
06CP-04-WADN	Network, Wide Area Digital	Networking equipment to connect the 13 700 MHz sites with the Lake County Master Site.	\$ 298,480.00
08CP-02-BRDG	Equipment, Bridging/Patching/Gateway	One ISSI interface to connect to the Volusia County provided ISSI interface.	\$ 98,950.00
21GN-00-INST	Installation	Installation services for above equipment.	\$ 401,987.22
21GN-00-CNST	Consulting Services in Support of Equipment Acquisition	Project Management, Engineering, and Optimization services for above equipment.	\$ 602,980.70

See below for Match Requirement Equipment

06CP-03-NRSC	Cable, Non Radiation-Shielded Transmission	Transmission line and RF conditioning equipment located at Lake County sites.	\$306,388.00
08CP-04-WADN	Network, Wide Area Digital	Networking equipment to connect the Lake County 700 MHz sites with the Lake County Master Site.	\$ 165,400.00
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10PE-00-PCDS	System, Power Conditioning	Lake County sites systems that provide protection against power spikes, surges, and momentary drops so that serviced equipment receives "clean" power.	\$ 15,984.00
TOTAL MATCH:			\$ 751,172.00

See also detailed scope of work, Attachment #1.

Scope of Work

A. Equipment Acquisition

Fiscal Year 2008 PSIC funds may be used for equipment acquisition from the FY 2008 Authorized Equipment List (AEL). The FY 2008 AEL is available in its entirety online through the Responders Knowledge Base (RKB) at <http://www.rkb.us>.

Authorized equipment for the PSIC program includes the following:

- ↓ Information Technology
- ↓ Cyber Security Enhancement Equipment
- ↓ Interoperable Communications Equipment
- ↓ Power
- ↓ CBRNE Incident Response Vehicles
- ↓ Terrorism Incident Prevention Equipment
- ↓ Other Authorized Equipment

B. Management & Administration (M&A)

M&A costs associated with equipment acquisition are allowable expenditures for up to three percent (3 %) of the total State or Territory allocated funds. Up to three percent (3 %) of the total amount allocated to the State and Territory for PSIC may be retained at the State level and used for M&A purposes. These State and Territory M&A funds must be included when accounting for the total funds retained by the State and Territory.

Hiring of full-time or part-time staff or contractors/consultants for:

- ↓ Grant management services related to compliance with reporting, monitoring, and all audit requirements
- ↓ Audit Requirements
- ↓ Associated travel expenses
- ↓ Meeting expenses

The match requirement is applicable to M&A expenses.

C. Disallowable Costs

PSIC funds may not be used to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities. For example, a local, uniformed, law enforcement patrol officer cannot be hired using grant dollars to perform regular local law enforcement patrol duties.

D. Reporting Requirements

1. Quarterly Programmatic Reporting

The Quarterly Programmatic Report is due within 30 calendar days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

Programmatic Reporting

After the end of each reporting period, for the life of the contract, the recipient will complete their Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.edp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively.

E. Reimbursement Requests

A request for reimbursement may be sent to your contract manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This

number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

F. Close-out Programmatic Reporting

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 calendar days after the contract is either completed or the contract has expired.

G. Monitoring

**Florida Division of Emergency Management
US Department of Homeland Security Grants Program
Grant Monitoring Process**

Florida has enhanced the state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. As the steward of the State Homeland Security Grant Program funds, projects and equipment the Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of the grant activity and items purchased.

The monitoring process detailed in this document is designed to assess a recipient agency's compliance with applicable state and federal guidelines. The FDEM is responsible for monitoring the financial, programmatic and capability portion of the grant to include equipment procurement and compliance with applicable SHSGP grant guidance and statutory regulations.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic/capability. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Capability review is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is defined as the review of projects, financial activity and technical assistance between the program office and the applicant via e-mail and telephone. Site visits are defined as actual visits to the recipient agency's location by a team or members of the FDEM or their designee, to actually observe records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will identify up to 50% of sub-grantees for site visit monitoring. It is important to note that although a given grant has been closed successfully, it is still subject to either desk or on-site monitoring.

Examples of areas that may be examined include:

Management and administrative procedures
Grant folder maintenance
Equipment accountability and sub-hand receipt procedures
Program for obsolescence
Status of equipment purchases
Status of training for purchased equipment
Status and number of response trainings conducted to include number trained
Status and number of exercises
Status of planning activity
Anticipated projected completion
Specific difficulties completing the project.
Agency NIMS/ICS compliance documentation

In certain circumstances, the FDEM may request additional monitoring/information if the activity, or lack thereof, on the part of the specific recipient has generated questions from the region, the sponsoring state agency or the FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Agency recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. The agency recipients will complete and submit the desk top monitoring within 14 business calendar days of receipt. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors

- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline.

Site Visits

Site visits will be conducted by the FDEM or their designated personnel. Site visits will be scheduled in advance with the recipient agency POC designated in the grant agreement. Monitoring questionnaires will be provided in advance of the visit.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

Site Visit Protocol

The following outlines the monitoring protocol for the FDEM:

The site visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a site visit checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to recipient agency Point of Contact (POC) stating the purpose of the site visit and sent at least 30 calendar days before the planned arrival date. FDEM personnel will call within the next 10 calendar days to schedule an appointment to review the grantee's program.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

Any personnel from the FDEM attending the site visit will review the grantee's corresponding folder(s) before the visit. Prior to the visit, individual roles will be identified for the site visit. Copies of applicable documents will be made and distributed to the site visit team at a minimum of five (5) calendar days before the visit. A reminder e-mail should be sent to all team members and the recipient POC one business day in advance of the site visit.

Site Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Site Visit

FDEM personnel will review the site visit worksheet as a team and receive notes from the Financial Review Team, if applicable.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will also be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. The Site Visit Worksheet, report and photographs will then be included in the grantee's file along with any documents distributed at the site visit by the grantee.

H. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Tim Copeland, Contract Manager FDEM 2556 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 488-9441 tim.copeland@em.myflorida.com	Terry Brinson, Program Manager FDEM 2556 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9890 Terry.brinson@em.myflorida.com

I. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

Attachment B
Program Statutes and Regulations

- 1) 53 Federal Register 8034
- 2) Section 1352, Title 31, US Code
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR, Part 66, Common rule,
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Attachment C

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

NO ADVANCE REQUESTED
 No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

ADVANCE REQUESTED
 Advance payment of \$ _624,000 is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 2005-2006	(B) FFY 2006-2007	(C) FFY 2007-2008	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and he or she will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\frac{\text{Cell D3}}{\text{DEM Award (Do not include any match)}} \times \$ = \text{MAXIMUM ADVANCE}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous DCA/DEM contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.

Complete Estimated Expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2008-2009 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	\$624,000.00
TOTAL EXPENSES	\$624,000.00

Explanation of Circumstances:

The following approved procurement contractual obligations and payment schedule requires an initial payment in the first 90 days of the project. The first payment of \$624,000 is due upon customer acceptance of Completion of Contract Design Review. Completion means that the customer has reviewed the final design with Motorola during the CDR, and has accepted the design so the project may proceed. Any changes from what was in the proposed system have been documented as an amendment to the contract (20% of the Contract Price). Below is the exact language from the contract:

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. \$624,000 upon customer acceptance of Completion of Contract Design Review. Completion means that the customer has reviewed the final design with Motorola during the CDR, and has accepted the design so the project may proceed. Any changes from what was in the proposed system have been documented as an amendment to the contract (20% of the Contract Price).

The grant guidelines were identified to allow for in-kind serves and equipment to be used for the match. Lake County has no available funds to make this payment without an advance. All other fund milestones can be requested with ample time for the reimbursement from the State to make payments to the vendor.

The following is a summary of the payment schedule and milestones for the vendor:

1. \$624,000 upon customer acceptance of Completion of Contract Design Review. Completion means that the customer has reviewed the final design with Motorola during the CDR, and has accepted the design so the project may proceed. Any changes from what was in the proposed system have been documented as an amendment to the contract (20% of the Contract Price); **ADVANCE REQUESTED**
2. \$187,200 upon customer acceptance of Completion of Site Acquisition tasks. Completion means that the customer has secured lease or tenant agreements with the owners of any sites that are not directly controlled by the County. This confirms all the sites have been secured and the process can proceed to permitting and site development (8% of the Contract Price);

3. \$1,372,800 upon delivery of equipment (44% of Contract Price) billable upon delivery of equipment;

4. \$780,000 upon customer acceptance of Fixed Network Equipment Installation (25% of Contract Price). Installation means that all of the equipment at each remote site has been installed according to the plans approved in the CDR and reviewed at staging (billable \$60,000 per site as completed); and

5. \$156,000 upon System Acceptance as defined in Section 2.18 of the Contract.

The following is a summary of the pricing of equipment and services provided:

<u>AEL Code</u>	<u>Category</u>	<u>Description</u>	<u>Price</u>
06CP-01-BASE	Radio, Base	700 MHz Base stations located at 13 sites.	\$1,347,646.30
06CP-03-NRSC	Cable, Non Radiation-Shielded Transmission	Transmission line and RF conditioning equipment located at 13 sites.	\$ 249,955.88
06CP-04-WADN	Network, Wide Area Digital	Networking equipment to connect the 13 700 MHz sites with the Lake County Master Site.	\$ 298,480.00
06CP-02-BRDG	Equipment, Bridging/Patching/Gateway	One ISSI interface to connect to the Volusia County provided ISSI interface.	\$ 98,950.00
21GN-00-INST	Installation	Installation services for above equipment.	\$ 401,987.22
21GN-00-CNST	Consulting Services in Support of Equipment Acquisition	Project Management, Engineering, and Optimization services for above equipment.	\$ 602,980.70

See below for Match Requirement Equipment

06CP-03-NRSC	Cable, Non Radiation-Shielded Transmission	Transmission line and RF conditioning equipment located at Lake County sites.	\$306,388.00
06CP-04-WADN	Network, Wide Area Digital	Networking equipment to connect the Lake County 700 MHz sites with the Lake County Master Site.	\$ 165,400.00
10PE-00-UPS	Supply, Uninterruptible Power (UPS)	Lake County sites systems that compensate for loss of power to serviced equipment for some period of time. May include short-duration battery devices or standby generator devices for longer duration.	\$ 263,400.00
10PE-00-PCDS	System, Power Conditioning	Lake County sites systems that provide protection against power spikes, surges, and momentary drops so that serviced equipment receives "clean" power.	\$ 15,984.00
TOTAL MATCH:			\$ 751,172.00

Attachment D
Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition.

All procurement transactions shall be conducted in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from ____8AM - 5PM Monday through Friday except holidays_____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment E

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, Motorola, Inc., certifies, by submission of this document, 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.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

MOTOROLA, INC.

By: Marshall Wright
Signature

Recipient's Name

Marshall Wright MSSl VP & Director, Sales
Name and Title

Division Contract Number

1700 Belle Meade Ct.
Street Address

Lawrenceville, GA 30043
City, State, Zip

03/09/09
Date

Attachment F
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 86, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Lake County
09-25-31-06-45-01

Attachment # 1

Region 5 PSIC 700 MHz System		
Tentative Schedule		
Date		Deliverable
5/5/09		Change Order signed by Lake County
5/21/09		700MHz license applications submitted
6/7/09		State signs contract
6/28/09		State funds first payment
7/15/09		Interlocals complete
8/3/09		CDR with Region 5
8/28/09		Site walks complete
12/1/09		Completion of any site improvements by Counties
12/15/09		CCSI shipment
1/30/10		Completion of site transport by Counties
3/15/10		Installation complete
4/15/10		Optimization complete
5/15/10		Testing complete
6/15/10		Final Acceptance of system
NOTE:	Grant completion deadline is 9/30/10	

Scope of Work

Contract

Contract Award (Milestone)

The Lake County (Customer) and Motorola execute the contract and both parties receive all the necessary documentation.

Contract Administration

Motorola Responsibilities:

- ◆ Assign a Project Manager, as the single point of contact with authority to make project decisions.
- ◆ Assign resources necessary for project implementation.
- ◆ Set up the project in the Motorola information system.
- ◆ Schedule the project kick-off meeting with the Customer.

Customer Responsibilities:

- ◆ Assign a Project Manager, as the single point of contact responsible for Customer signed approvals.
- ◆ Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria:

- ◆ Motorola internal processes are set up for project management.
- ◆ Both Motorola and the Customer assign all required resources.
- ◆ Project kickoff meeting is scheduled.

Project Kickoff

Motorola Responsibilities:

- ◆ Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- ◆ Ensure key project team participants attend the meeting.
- ◆ Introduce all project participants attending the meeting.
- ◆ Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- ◆ Review the overall project scope and objectives with the Customer.
- ◆ Review the resource and scheduling requirements with the Customer.
- ◆ Review the Project Schedule with the Customer to address upcoming milestones and/or events.

- ◆ Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:

-
- ◆ The Customer's key project team participants attend the meeting.
 - ◆ Review Motorola and Customer responsibilities.

Completion Criteria:

- ◆ Project kick-off meeting completed.
- ◆ Meeting notes identify the next action items.

Contract Design Review (CDR)

Review Contract Design

Motorola Responsibilities:

- ◆ Meet with the Customer project team.
- ◆ Review the operational requirements and the impact of those requirements on various equipment configurations.
- ◆ Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- ◆ Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- ◆ Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- ◆ Submit design documents to the Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- ◆ Prepare equipment layout plans for staging.
- ◆ Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- ◆ Establish demarcation point (SUPPLIED BY THE MOTOROLA SYSTEM ENGINEER) to define the connection point between the Motorola-supplied equipment and the Customer-supplied link(s) and external interfaces.
- ◆ Finalize site acquisition and development plan.
 - Conduct (updated) site evaluations to capture site details of the system design and to determine site readiness (when necessary).
 - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
 - If applicable, test existing equipment with which Motorola equipment will interface.
- ◆ Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.
- ◆ Provide the Customer with the services and support required to calculate the actual traffic channels required in the system and to complete required forms to file for APCO coordination and any other required FCC licensing. (IF Proposed)

- ◆ Assist the Customer with frequency planning services, frequency search services, interference analysis, public notifications, coordination, and frequency recommendations for the radio system. (IF Proposed) NOTE: If the necessary number of channels for the RF or traffic plan cannot be licensed by the Customer, Motorola will work with the Customer to redesign the system. Should system redesign be required, the contract documents will be updated accordingly.
- ◆ Work with the Customer to identify radio interference between the new communication system and other existing radio systems.

Restrictions:

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the Customer and documented through the change order process.

Customer Responsibilities:

- ◆ The Customer's key project team participants attend the meeting.
- ◆ Make timely decisions, according to the Project Schedule.
- ◆ Frequency Licensing and Interference:
 - As mandated by FCC, the Customer, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
 - Provide the FCC "call sign" station identifier for each site prior to system staging.

Completion Criteria:

- ◆ Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- ◆ Incorporate any deviations from the proposed system into the contract documents accordingly.
- ◆ The system design is "frozen," in preparation for subsequent project phases such as Order Processing and Manufacturing.
- ◆ A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

Design Approval (Milestone)

- ◆ The Customer executes a Design Approval milestone document.

Order Processing

Process Equipment list

Motorola Responsibilities:

- ◆ Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- ◆ Enter order into Motorola's Customer Order Fulfillment (COF) system.
- ◆ Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- ◆ Create equipment orders.
- ◆ Reconcile the equipment list(s) to the Contract.
- ◆ Procure third-party equipment if applicable.

Customer Responsibilities:

- ◆ Approve shipping location(s).
- ◆ Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria:

- ◆ Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- ◆ Trial validation completed.
- ◆ Bridge the equipment order to the manufacturing facility.

Manufacturing and Staging

Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

- ◆ Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Customer Responsibilities:

- ◆ None.

Completion Criteria:

- ◆ FNE shipped to either the field or the staging facility.

Manufacture Non-Motorola Equipment

Motorola Responsibilities:

- ◆ Manufacture (third party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

Customer Responsibilities:

- ◆ None.

Completion Criteria:

- ◆ Ship non-Motorola manufactured equipment to the field and/or the staging facility.

Ship to Staging (Milestone)

- ◆ Ship all equipment needed for staging to Motorola's factory staging facility (CCSi).

Stage System

Motorola Responsibilities:

- ◆ Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the transmitter/receiver sites.
- ◆ Cut and label cables according to the approved CDR documentation.
- ◆ Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- ◆ Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems.)
- ◆ Assemble required subsystems to assure system functionality.
- ◆ Power up, program, and test all staged equipment.
- ◆ Confirm system configuration and software compatibility to the existing system.
- ◆ Load application parameters on all equipment according to input from Systems Engineering.
- ◆ Complete programming of the Fixed Network Equipment.
- ◆ Program the approved templates into a radio-programming template tool.
- ◆ Inventory the equipment with serial numbers and installation references.
- ◆ Complete system documentation.
- ◆ Third party subsystems may be staged at the manufacturer's facilities and integrated in the field.
- ◆ Provide a Factory Acceptance Test Plan.

Customer Responsibilities:

- ◆ Provide information on existing system interfaces as may be required.
- ◆ Provide information on room layouts or other information necessary for the assembly to meet field conditions.
- ◆ Review and approve proposed Factory Acceptance Test Plan.

Completion Criteria:

- ◆ System staging completed and ready for testing.

Perform Staging Acceptance Test Procedure

Motorola Responsibilities:

- ◆ Test and validate system software and features.
- ◆ Functional testing of standard system features.
- ◆ Conduct site and system level testing.
- ◆ Power-up site equipment and perform standardized functionality tests.

Customer Responsibilities:

- ◆ Attend Factory Acceptance Testing. (If required)
- ◆ Pay for travel, lodging, meals, and all incidental expenses for Customer personnel and representatives to witness the Factory Acceptance Testing. (based on the Customer requirements)

Completion Criteria:

- ◆ Approve Factory Acceptance Testing.

Ship Equipment to Field

Motorola Responsibilities:

- ◆ Pack system for shipment to final destination.
- ◆ Arrange for shipment to the field.

Customer Responsibilities:

- ◆ None.

Completion Criteria:

- ◆ Equipment ready for shipment to the field.

CCSI Ship Acceptance (Milestone)

- ◆ All equipment shipped to the field.

Civil Work for the Customer Provided Facilities

Motorola has not included costs of any site improvements in this proposal. Motorola assumes that all physical facilities will have sufficient space, power, grounding, and HVAC. Motorola will provide a detailed list of requirements for the proposed equipment. Any improvements required at a site to facilitate installation of the proposed equipment will be the responsibility of the customer.

System Installation

Install Fixed Network Equipment

The following responsibilities apply to the thirteen (13) remote sites currently proposed for this project:

Motorola Responsibilities:

- ◆ Will not provide storage location for the Motorola-provided equipment.
- ◆ Receive and inventory all equipment.

- ◆ **Install system equipment as specified by the Equipment List, System Description, and system drawings.**

- ◆ Bond the supplied equipment to the site ground system in accordance with the Motorola R56 Standards and Guidelines for Communication Sites.
- ◆ Will not remove existing equipment.
- ◆ Will not relocate existing equipment.
- ◆ Will not dispose of existing equipment.
- ◆ The design will use the Lake County Master Site switch that will provide T1 connectivity for the fixed RF sites
- ◆ The following are to be installed at each site: ASR Site Equipment – Single 7 ½ foot rack with the following:
 - Three (3) GTR8000 base radios
 - Two (2) Site Controllers
 - One (1) six port transmitter combiner
 - One (1) Receiver multi-coupler
 - One (1) TFA Control Module/Power supply
 - One (1) Site Router
 - One (1) TVSS T1 protector

ASR Antenna System:

- 1 ¼" Tx line

- 7/8" Rx line
- 1/2" TTA test port line
- TxRx 700/800 MHz TTA
- TxRx 700/800 MHz 9 db gain antenna – transmit and receive

Customer Responsibilities:

- ◆ Provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with the Customer's designated contact, and takes an inventory of all equipment.
- ◆ Provide access to the sites, as necessary.

Completion Criteria:

- ◆ Fixed Network Equipment installation completed and ready for optimization.

Interference

Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

4

4.6.2 Fixed Network Equipment Installation Complete

- ◆ All fixed network equipment installed and accepted by the Customer.

4.6.3 Control Station Installation

Thirteen (13) control stations have been included in this proposal to be used for connection into the FIN for interoperability. The following is applicable to all control station installations.

Motorola Responsibilities:

- ◆ Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.
- ◆ Protect the cabling by providing and installing a bulkhead lightning surge protector.
- ◆ Survey the exact mounting locations and develop control station installation plan.
- ◆ Perform the following tasks for the local control stations installations:
 - Create installation plan.
 - Assist the Customer to determine the locations of control stations and desk sets at each site.
 - Install RF local control stations identified in the equipment list.
 - Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).

- Connect to the Customer-supplied ground point.
- ◆ Program all control stations once, from the template (approved by the Customer) prior to delivery.

Customer Responsibilities:

- ◆ Provide cable entry into the building through wall feed-through and seal with silicone, or provide an entry plate and boot.
- ◆ Provide ground point within six (6) cable feet of the control station.
- ◆ Provide necessary space for installation of the local control station. (This also requires a flat surface for placement.)
- ◆ Supply, exterior or internal, vertical spaces for installation of the control station antenna with no more than a 100-foot cable run.
- ◆ Provide an elevated antenna mounting location.
- ◆ Supply a dedicated 115 VAC grounded electrical outlet rated at 15 AMPS to power the control station and remote control device. Provide an outlet within 6 feet of the unit.
- ◆ Supply a ground point of 5 ohms or less located in the immediate vicinity (within 6 feet) of the finalized location of the antenna and control station.
- ◆ Provide antenna-mounting facilities at each of the RF control station points specified, while providing an adequate means of feed-line routing and support.

Completion Criteria:

- ◆ Completion of all the control station installations, and approval by the Customer.

4.6.4 Control Station Complete

- ◆ Control Station installation completed and accepted by the Customer.

4.6.5 System Installation Acceptance (Milestone)

- ◆ All equipment installations are completed and accepted by the Customer.

4.7 System Optimization

4.7.1 Optimize System FNE

Motorola Responsibilities:

- ◆ Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- ◆ Verify that all audio and data levels are at factory settings.
- ◆ Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- ◆ Motorola and its subcontractors optimize each subsystem.
- ◆ Check audio and data levels to verify factory settings.
- ◆ Verify communication interfaces between devices for proper operation.
- ◆ Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.

Customer Responsibilities:

- ◆ Provide access/escort to the sites.
- ◆ Provide required radio ID and alias information to enable alias database setup for interface to console. (When applicable for consoles)
- ◆ Define the logging recorder tracks by talkgroup. (Logging Recorder - If Applicable)
- ◆ Dispatchers to use the existing conventional system icons for dispatching until cutover.(Console)

Completion Criteria:

- ◆ System FNE optimization is complete.

4.7.2 Link Verification

Motorola Responsibilities:

- ◆ Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Customer Responsibilities:

- ◆ Make available the required links which meet the specifications supplied by Motorola at the CDR.

Completion Criteria:

- ◆ Link verification successfully completed.

4.7.3 Optimization Complete

- ◆ System optimization is completed. Motorola and the Customer agree that the equipment is ready for acceptance testing.

4.8 Training

4.8.1 Perform Training

Motorola Responsibilities:

- ◆ Formal training is not included as the operations are similar to the current field operations of subscribers. Assistance will be provided in creating operational guidelines for Region 5 to be able to pass along training through there established means.

Customer Responsibilities:

- ◆ Make available the required personnel that will develop and provide regional training

4.8.2 Training Complete

- ◆ Verify and witness equipment operations. is complete. Customer understands the operation and has the ability to develop training criteria.

4.9 Audit and Acceptance Testing

4.9.1 Perform R-56 Audit

Motorola Responsibilities:

- ◆ Perform R-56 site-installation quality-audits, verifying proper physical installation and operational configurations.
- ◆ Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's R 56 Standards and Guidelines for Communication Sites.

Customer Responsibilities:

- ◆ Provide access/escort to the sites.

Completion Criteria:

- ◆ All R-56 Standards and Guidelines for Communication Sites audits completed successfully.

4.9.2 Perform Equipment Testing

Motorola Responsibilities:

- ◆ Test individual components of the system to verify compliance to the equipment specifications.
- ◆ Repeat any failed test(s) once Motorola (or the Customer) has completed the corrective action(s).
- ◆ Prepare documentation of component tests to be delivered as part of the final documentation package.

Customer Responsibilities:

- ◆ Witness tests if desired.

Completion Criteria:

- ◆ Successful completion of equipment testing.

4.9.3 Perform Functional Testing

Motorola Responsibilities:

- ◆ Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- ◆ If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- ◆ Document all issues that arise during the acceptance tests.
- ◆ Document the results of the acceptance tests and present to the Customer for review.

- ◆ Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities:

- ◆ Witness the functional testing
-

Completion Criteria:

- ◆ Successful completion of the functional testing.
- ◆ Customer approval of the functional testing.

4.9.4 Perform Coverage Testing

Motorola Responsibilities:

- ◆ No Coverage Test included in this quote.

4.9.5 System Acceptance Test Procedures (Milestone)

- ◆ Customer approves the completion of all the required tests.

4.10 Finalize

4.10.1 Cutover

Motorola Responsibilities:

- ◆ Motorola and the Customer develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- ◆ During cutover, follow the written plan and implement the defined contingencies, as required.
- ◆ Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Customer Responsibilities:

- ◆ Attend cutover meetings and approve the cutover plan.
- ◆ Notify the user group(s) affected by the cutover (date and time).
- ◆ Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- ◆ Ensure that all subscriber users are trained and the subscribers have been activated on the system.
- ◆ Provide Motorola with the subscriber information for input into the system database, for activation.

Completion Criteria:

- ◆ Successful migration from the old system to the new system.

4.10.2 Resolve Punch list

Motorola Responsibilities:

- ◆ Work with the Customer to resolve punch list items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities:

- ◆ Assist Motorola with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list item(s).

Completion Criteria:

- ◆ All punch list items resolved and approved by the Customer.

4.10.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities:

- ◆ Review the items necessary for transitioning the project to warranty support and service.
- ◆ Provide a Customer Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.

Customer Responsibilities:

- ◆ Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

- ◆ All service information has been delivered and approved by the Customer.

4.10.4 Finalize Documentation

Motorola Responsibilities:

- ◆ The documentation will be limited to the following:
 - Maintenance manuals for all site equipment
 - Functional Acceptance Test Plan test sheets and results
 - Equipment Inventory List (paper or disk)
 - ATP Test Checklists
 - System Block Diagram
 - RF Site Floor Plan (where applicable)
 - Antenna Network Drawings for RF Sites (where applicable)
 - Site Block Diagrams

Customer Responsibilities:

- ◆ Receive and approve all documentation provided by Motorola.

Completion Criteria:

- ◆ All required documentation is provided and approved by the Customer.

4.10.5 Final Acceptance (Milestone)

- ◆ All deliverables completed, as contractually required.
 - ◆ Final System Acceptance received from the Customer.
-

4.11 Project Administration

4.11.1 Project Status Meetings

Motorola Responsibilities:

- ◆ Motorola Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR.
- ◆ Record the meeting minutes and supply the report.
- ◆ The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any miscellaneous concerns of either the Customer or Motorola.

Customer Responsibilities:

- ◆ Attend meetings.
- ◆ Respond to issues in a timely manner.

Completion Criteria:

- ◆ Completion of the meetings and submission of meeting minutes.

4.11.2 Progress Milestone Submittal

Motorola Responsibilities:

- ◆ Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities:

- ◆ Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- ◆ The Customer approval of the Milestone Completion document(s).

4.11.3 Change Order Process

CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a

change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

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Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

EXHIBIT B



Section 2 System Description

2.1 Introduction Overview

The State of Florida Region 5 Domestic Security Task Force (DSTF) intends to deploy a Public Safety Interoperable Communications (PSIC) radio system to support mutual aid operations for public safety users within the Region. The PSIC radio system will provide wide-area mobile coverage throughout much of Region 5 utilizing the 700 MHz band. Existing government owned wireless communications infrastructure will be utilized, where possible, to house the fixed equipment and provide tower facilities. This interoperable overlay system will provide a level of portable and mobile communications for first responder interoperability in much of Region 5 for 700MHz. The design will use the Lake County Master Site switch that will use fractional T1 (FT1) transport to the fixed RF sites.

This solution to enhance interoperability within the region will depend on the implementation of 700 MHz spectrum, Project 25 and IP based technologies. These major components can enable multiple levels of interoperability as follows:

- ◆ Lake County ASTRO[®] 25 Master Site (existing - Purchased January 2008)
- ◆ Lake County ASTRO 25 800 MHz simulcast sites (existing - Purchased January 2008)
- ◆ Proposed three (3) channel 700 MHz ASTRO 25 Site Repeater (ASR) sites connected to the Lake County Master site via FT1
- ◆ Connectivity into the MOTOBRIDGE FIN in each participating PSAP in Region 5 via new proposed 700/800 MHz ASTRO 25 control stations

2.2 Roaming Methodology - Wide Area Roaming

Motorola's ASTRO 25 wide area trunking system offers a sophisticated set of radio roaming features and capabilities simplifying user operation of the radio while ensuring that the radio is operating on the optimum site. ASTRO 25 simplifies radio operation by offering transparent roaming and uninterrupted communications throughout the entire system. Users are constantly in contact with dispatchers as they drive throughout the service area. Motorola's ASTRO 25 wide area roaming features and benefits are described below, and apply to both voice and data, except as noted:

- ◆ **Automatic Site Registration** - Automatic Site Registration is the automatic registration process that takes place whenever a radio is turned on or when the user roams from one trunking site to another. No operator intervention is required. This important feature enables continuous call processing for the user and effortless user roaming throughout the system.
- ◆ **De-Registration** - There are three instances when a radio unit will de-register from a site. The first method is when a radio unit is turned off. The radio will perform a soft power down deregistering itself with the Zone Controller. The second way is when a user moves from one site to another. Automatic Site Registration occurs at the new site, and the Zone Controller automatically de-registers the radio at the old site. The third way a radio unit is de-registered is via a Time-Out Timer. De-registration occurs when a radio goes out of range for longer than a pre-selected amount of time. These de-registration processes help to ensure that precious frequency resources are not wasted.
- ◆ **Automatic Site Switching** - One of the key features of an ASTRO 25 system is its ability to proactively select the optimum site as a radio user moves throughout the coverage area. Using Receive Signal Strength Indication (RSSI), the radio is able to monitor the signal strengths of control channel frequencies at adjacent sites and automatically make the necessary site changes when appropriate. The result is improved user communications by operating on the optimum RF site.
- ◆ **Control Channel Discovery** - When the radio is turned on, a multi-step process is used to locate an available control channel. The radio will check the last known control channel and the list of adjacent site control channels, broadcast by every trunked site. If unsuccessful, the radio will next check the full list of available control channels previously programmed into the radio. After this attempt, the radio will begin scanning the pre-programmed failsoft channels. As a last resort, the radio will enter a full spectrum scan to find any available trunked control channels within the frequency band.
- ◆ **Control Channel Congestion** - When a radio fails to register due to control channel congestion, the radio will generate a random hold-off timer to force a delay before a second registration attempt is made. A radio that has not successfully registered at a site will still be joined to an active talkgroup call on that site if the radio recognizes a valid talkgroup ID on the control channel. However, a particular site will not be joined to a talkgroup call unless at least one radio has registered on that site with the talkgroup selected.
- ◆ **Preferred Site** - Preferred Site operation allows a radio to search for an alternative, pre-programmed site that is operationally preferred over the current site. A radio will look for a preferred site when it roams into another site in the system. If a unit is in an overlap area of multiple sites, it will favor its preferred site. This capability allows users to more intelligently manage and conserve repeater resources in coverage overlap areas.
- ◆ **Dynamic Site Assignment (Voice Only)** - Dynamic Site Assignment ensures that ASTRO 25 users have maximum system channel efficiency as the system utilizes channels only at sites where active talkgroup members are located.



2.3 ASTRO 25 GTR8000 Expandable Site Sub-system

The ASTRO 25 GTR8000 Expandable Site Sub-system (ESS) was designed for use in ASTRO 25 repeater sites.

The GTR 8000 Expandable Site Sub-system (ESS) is Motorola's multi-cast platform, in which Motorola has incorporated benefits such as:

- ◆ Software-based design
- ◆ Integrated design provides a smaller footprint for low density sites
- ◆ Front/top access design and minimized cabling reduces install and service labor

The ASR site sub-system consists of GCP8000 Site Controllers (redundant), up to six GTR8000 Base Radios, a receive multi-coupler, and a transmit combiner. Additional GTR8000 expandable site sub-systems can be added to sites with more than six channels.

The GCP8000 site controller maintains the link and communication to the Zone Controller at the master site. It also controls the site's states (wide area Trunking and site trunking, etc.), manages call control functionality when in Wide Area Trunking, and provides call processing functionality when in Site Trunking (automatically operates when the site cannot communicate with the master site).

The GCP8000 is standard in a fully redundant configuration. The redundant GCP8000 will communicate with the active one, at regular short intervals to detect any failures. If the active GCP8000 should fail, the redundant GCP8000 will pick up all current functionality and state information to maintain continuous operation of the site. If both GCP8000s fail at the same time the site will revert to Failsoft operation.

The GTR8000 base radio is the supported station for 700/800 MHz frequency band for ASTRO 25 multicast and simulcast sites. The base radios provide a modular, flexible design for today's communication systems and those of the future. The innovative design allows for upgrades within systems via hardware and/or software to avoid total infrastructure replacement. Through software options, the GTR8000 can be configured as either an ASTRO 25 trunking radio for an ASR single site or a simulcast site.

Some of the functions of the GTR 8000 base radio include:

- ◆ Joins multicast groups for voice calls
- ◆ Maintains a connection to a multicast group for duration of call
- ◆ Routes inbound payload from the subscriber unit to zone core routers
- ◆ Translates outbound payload from zone core routers to Common Air Interface (CAI) format



2.4 Remote Site Router

The site router provides a T1 or FT1 interface that handles all of the IP Network Management (NM) traffic to and from the Master site for the Remote Site. The Site Routers provide the following function for the NM packets:

- ◆ Media conversion – the router converts the 10MB Ethernet LAN packets to IP packets encapsulated in Frame Relay on a T1 or FT1.
- ◆ Traffic prioritization – the router applies the correct prioritization marking to the packets leaving the site.
- ◆ Fragmentation – the router fragments large IP packets per standards.

The Remote Site Router used with its Network Management provides proactively managed system as well as a means of receiving and reporting failure alarms.

The proposed system will have a site router at each ASR site.

2.5 Conventional Channel Gateway Router

The Conventional Channel Gateway (CCGW) router provides an interface to conventional base stations by either a (four) 4 wire Tone Remote Control (TRC) or (four) 4 wire E & M connection. This allows a conventional station to be brought into the IP network and controlled by the IP based MCC7500 consoles within the Lake County.

To summarize, the following MAJOR equipment will be located at each ASR Site

Single 7.5' Expandable Site System (ESS) 19" Rack with the following Equipment:

- (3) 100 Watt Trunked 700MHz GTR8000 Repeaters
- (2) Site Controllers
- (1) Receiver Multi-coupler
- (1) TTA Control /Monitoring Unit
- (1) Six (6) port 700 MHz Transmitter Combiner
- (1) Site Router w/T1 interface & 4 port analog interface

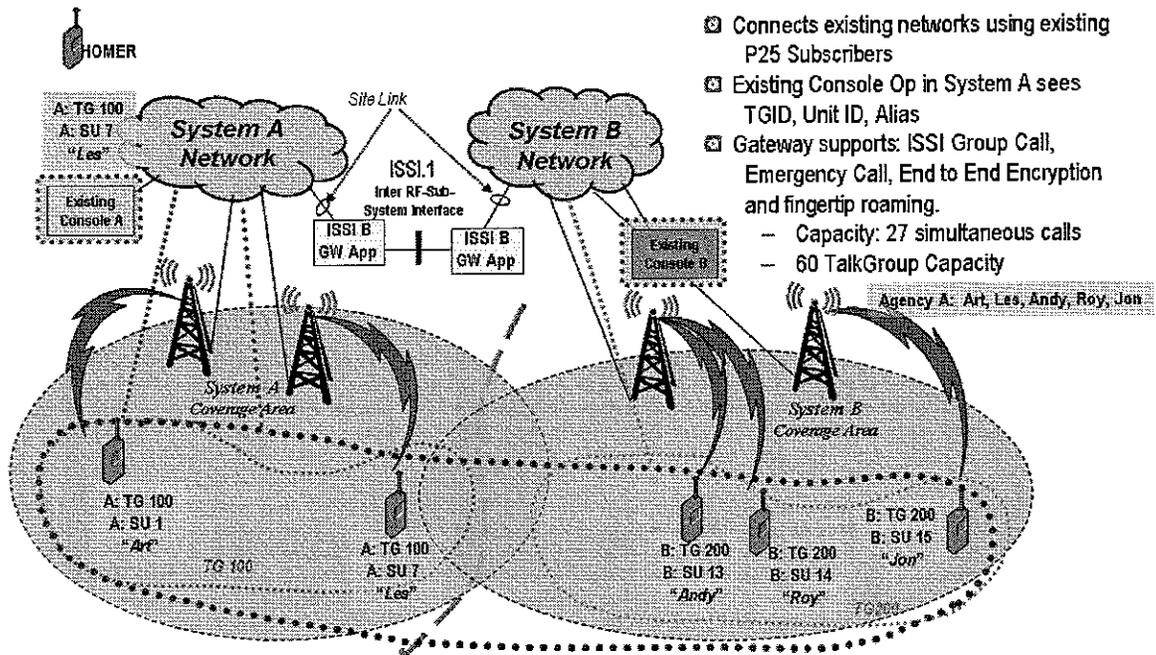
Antenna/Transmission Line Network:

- (1) 700/800 MHz Transmit Antenna 9.0 dB omni gain w/ 1 1/4" LDF coax
- (1) 700/800 MHz Receive Antenna 9.0 dB omni gain w/ 7/8" LDF coax
- (1) 700/800 Tower Top Amplifier w/1/2" LDF coax test line
- (3) PolyPhaser coax protectors
- (1) 700/800 MHz ASTRO 25 control station - **Note:** For connectivity into the MOTOBRIDGE FIN in one participating agency PSAP in Region 5



2.5.1 ISSI.1 Site Gateway

The ASTRO 25 ISSI.1 Site Gateway is one of a variety of solutions Motorola envisions to address the need for connecting disparate trunked networks. The ASTRO 25 ISSI.1 Site Gateway is a connectivity solution which utilizes an available ASTRO 25 Zone Controller Site Link to connect over a wireline interface to another ISSI-enabled P25 network. The ISSI.1 site gateway architecture has some distinctive advantages and operational constraints, which are outlined in detail in the following pages.



- ☑ Connects existing networks using existing P25 Subscribers
- ☑ Existing Console Op in System A sees TGID, Unit ID, Alias
- ☑ Gateway supports: ISSI Group Call, Emergency Call, End to End Encryption and fingertip roaming.
 - Capacity: 27 simultaneous calls
 - 60 TalkGroup Capacity

The ISSI.1 gateway application enables the connectivity across the two (or more) systems by "mapping" TalkGroup IDs from one System A to another System B. In the example TG100 on System A is associated in the gateway to be connected to TG 200 on System B. Should any of the users ("Art", "Les", "Andy", "Roy" or "Jon") key up in either network, the Zone Controllers send the call to the site gateways which then send the audio and signaling to the other network and initiate the associated talkgroup traffic, thereby creating a "virtual" inter-system talkgroup operation.

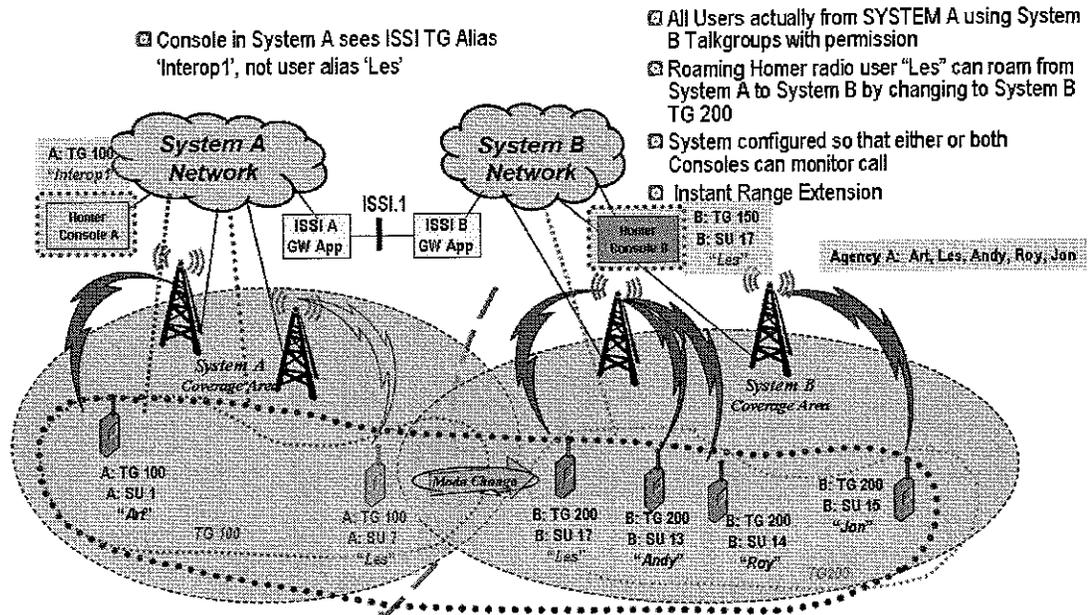
In the roaming case, shown in the figure below, the roaming user "Les" would "manually roam" into the other system. Once Les notices that the signal from his current system A begins to decline, he would initiate a mode change on his radio, either by changing the knob or through the keypad, also known as "fingertip roaming." He would need to know the "associated" TG200 on System B. Once he has selected the System B, user "Les" would be operating on the virtual talkgroup spanning the two systems. Readers familiar with P25 roaming, will recognize this

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State of Florida – Region 5 Domestic Security Task Force
Public Safety Interoperable Communications (PSIC) Radio System
0BSystem Description
January, 2009



operation to be identical to system to system roaming used today. The important enhancement for Les, is that after he roams into System B he will continue communications with his home dispatcher in System A as well as any users who are still in System A, SU1 "Art", in this example.



2.5.1.1 Advantages of the ISSI.1 Gateway Application Architecture

- **Connects Systems with Different System IDs** -- The ISSI.1 Gateway Application enables two systems, each using a different System and WACN ID to be connected over a wireline connection.
- **Can be Added to Existing ASTRO 25 Networks**-- The ISSI.1 Gateway Application can be added to an existing and deployed ASTRO 25 network without requiring that the network be upgraded to a new version.
 - The site gateway enables two systems to be connected together of virtually any Motorola Project 25 vintage (ASTRO 25 6.9 or higher), effectively decoupling systems and avoiding inter-agency funding dependences.
- **Roaming Enabled without Upgrading Subscribers** - The ISSI.1 Gateway Application enables wireline connectivity using the P25 ISSI *without requiring software upgrades to the subscriber devices to enable roaming*. It should be noted that other (non Site GW implementations) of ISSI connections require that the



subscribers, stations and control channels be upgraded to ISSI capability in order to enable roaming across systems with different System IDs.

- **Networks Connect While Retaining Control of Their Individual Systems' UCS** -- The ISSI.1 Gateway Application preserves the User Configuration Subsystem databases on each side of the gateway enabling users to retain operational autonomy over their system.
- **Wireline-based Solution Enables End-to-End Encryption/Does not require Transcoding** - The wireline connectivity enables end to end encryption, lower audio delay and does not require transcoding or double-vocoding. This advantage is experienced in lower delays, better audio quality and more robust call services than can be accomplished by analog audio-based connections.

2.5.1.2 Operational Constraints of the ISSI.1 Gateway Application Architecture

In our extensive Market Research and in-depth customer discussions, these advantages were deemed valuable and dramatic. However, the advantages come with some significant constraints, which are articulated below:

- **Limited Feature Set** - The ISSI.1 Gateway Application supports a limited feature set. Only Group Call with Emergency Call and End to End Encryption are supported.
 - The ISSI.1 Gateway Application does NOT support any additional services such as Private Call, PTT-ID, Emergency Alarm or P25 Packet Data.
- **Manual Roaming Only** - The ISSI.1 Gateway Application can initiate roaming via a manual mode change initiated by the radio user. This means training of users will be essential.
- **No Console Priority** - The ISSI.1 Gateway Application does not support Console Priority across the interface, potentially resulting in some awkward and unfamiliar radio behaviors. Again, users will need to be trained to learn to adapt and work around these limitations during certain situations.

2.5.1.3 Proposed ISSI Implementation for Region 5

The proposed ISSI implementation for Region 5 is for Motorola to provide a ISSI Site Gateway interface for the Lake County ASTRO 25 Master Site. This would then connect to a similar ISSI interface provided by Tyco Electronics in Brevard County. This would provide ISSI connectivity between the Lake and Brevard systems. The Motorola ISSI interface connection is via a Ethernet port on the ISSI Gateway. Connectivity must be provided by the customer to connect the Motorola and Tyco ISSI gateways together.



2.6 Proposed ASTRO 25 System Sites for Region5

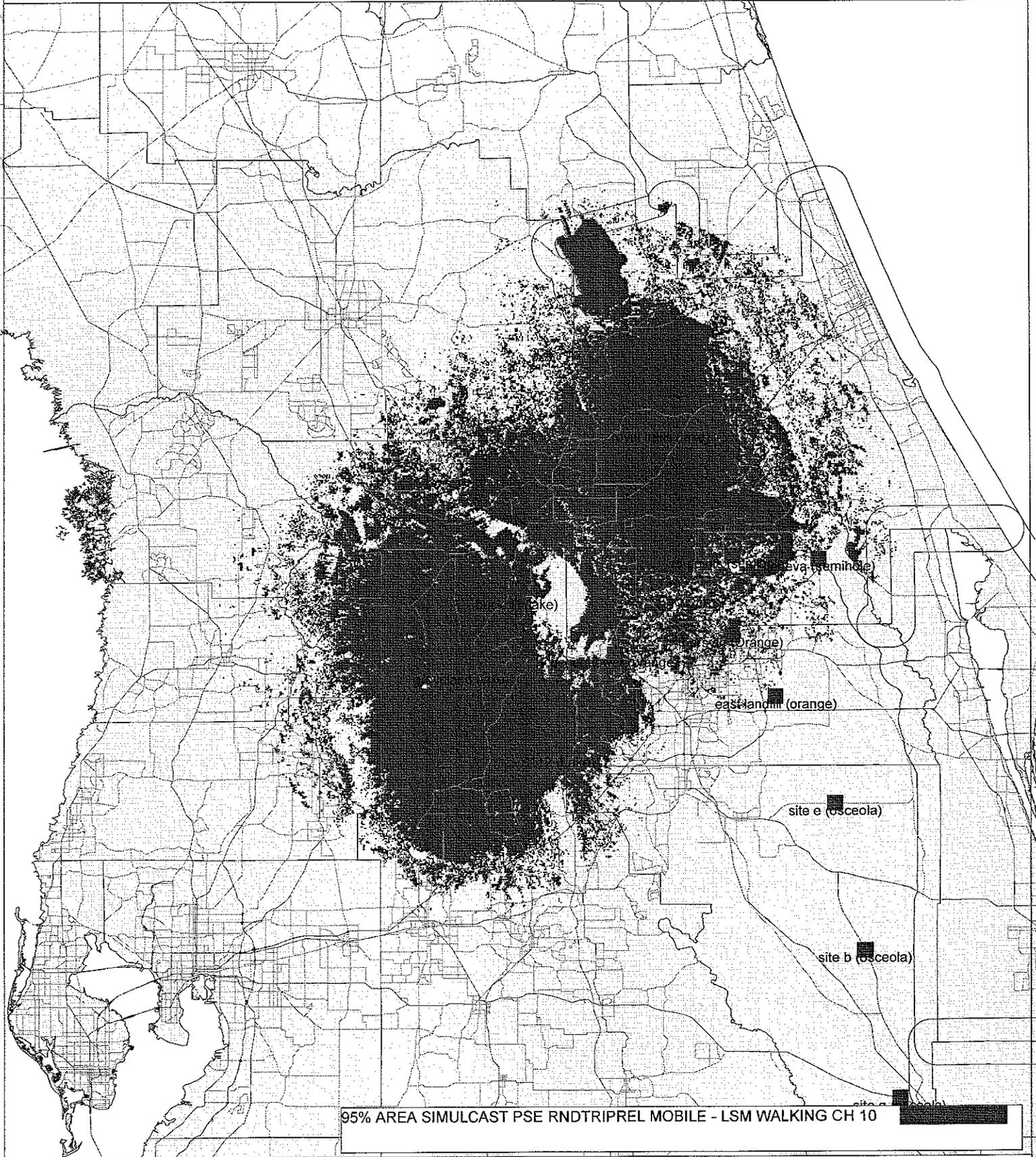
Table 1 below includes a summary of the proposed system ASR sites. A conscious attempt was made in utilizing as many existing County owned RF sites as possible for Motorola's proposed interoperability radio system. Coverage maps are included at the end of this Section to illustrate the predicted coverage provided by the potential available selected sites. These maps are provided for informational purposes only. In terms of physical sites, this proposal includes nine (9) ASR sites for the 700 MHz voice system and 4 Lake County Sites.

Table 1: Proposed Region 5 PSIC ASR Sites

AGENCY NAME	Site Area	Proposed Level Used
Lake	Buckhill	310'
Lake	Groveland	300'
Lake	FS 112	200'
Lake	Royal Trails	480'
Martin	South Fork	TBD
Osceola	Site G	TBD
Osceola	Site B	TBD
Osceola	Site E	TBD
Seminole	5PTS	TBD
Orange	Ocoee	TBD
Orange	Landfill	TBD
St Lucie	Landfill Tower	TBD
Sumter	Bushnell	TBD
Orlando	Orlando	Control Station Only



Region 5 PSIC 700 MHz (Coverage Maps are for
Informational Purposes only - No Coverage
Commitment Implied)



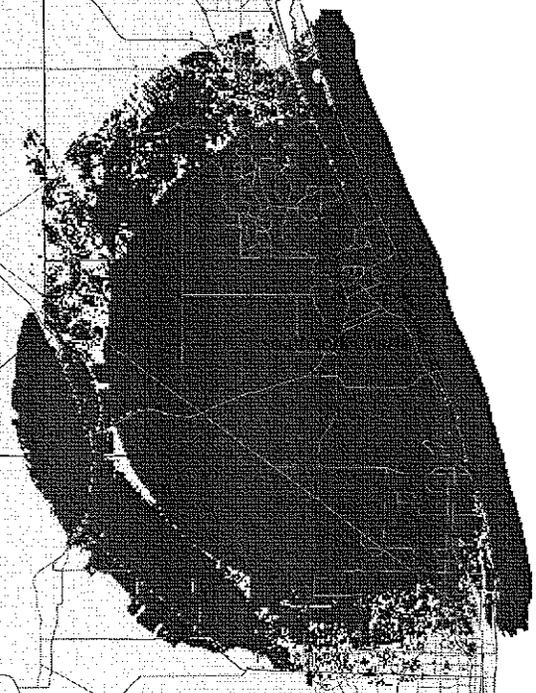
95% AREA SIMULCAST PSE RNDTRIPREL MOBILE - LSM WALKING CH 10

0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Projection World_Mercator
Center Point 28:39:55.41 N 81:45:45.95 W

Region 5 PSIC 700 MHz
(Coverage Maps are for Informational Purposes
Only
- No Coverage Commitment Implied)

site g (qsceola)

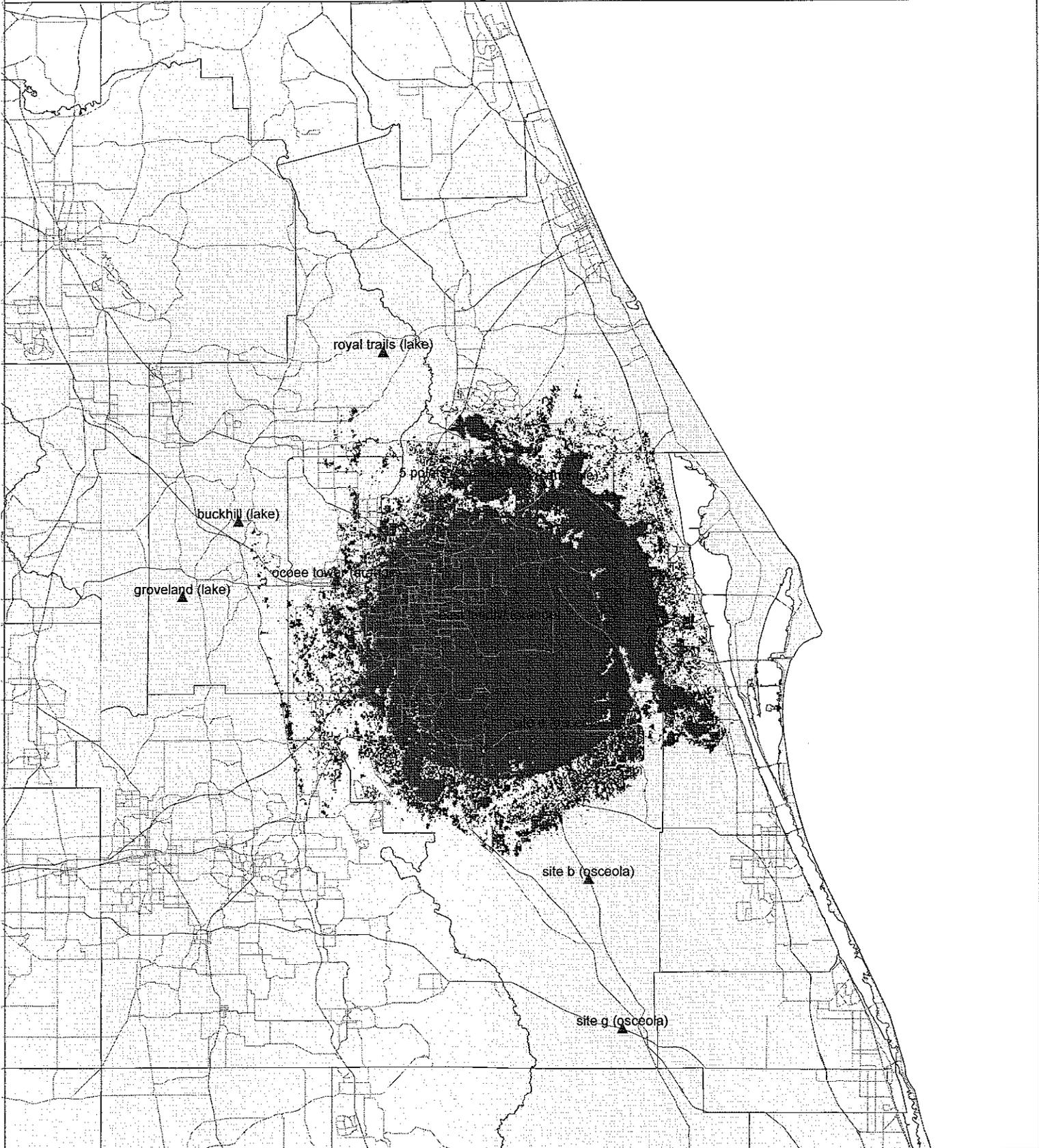


Mobile - Talkout from Base Radio

Projection World_Mercator
Center Point 26:54:17.54 N 80:15:56.25 W

0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Region 5 PSIC 700 MHz
(Coverage Maps are for Informational Purposes
Only
- No Coverage Commitment Implied)

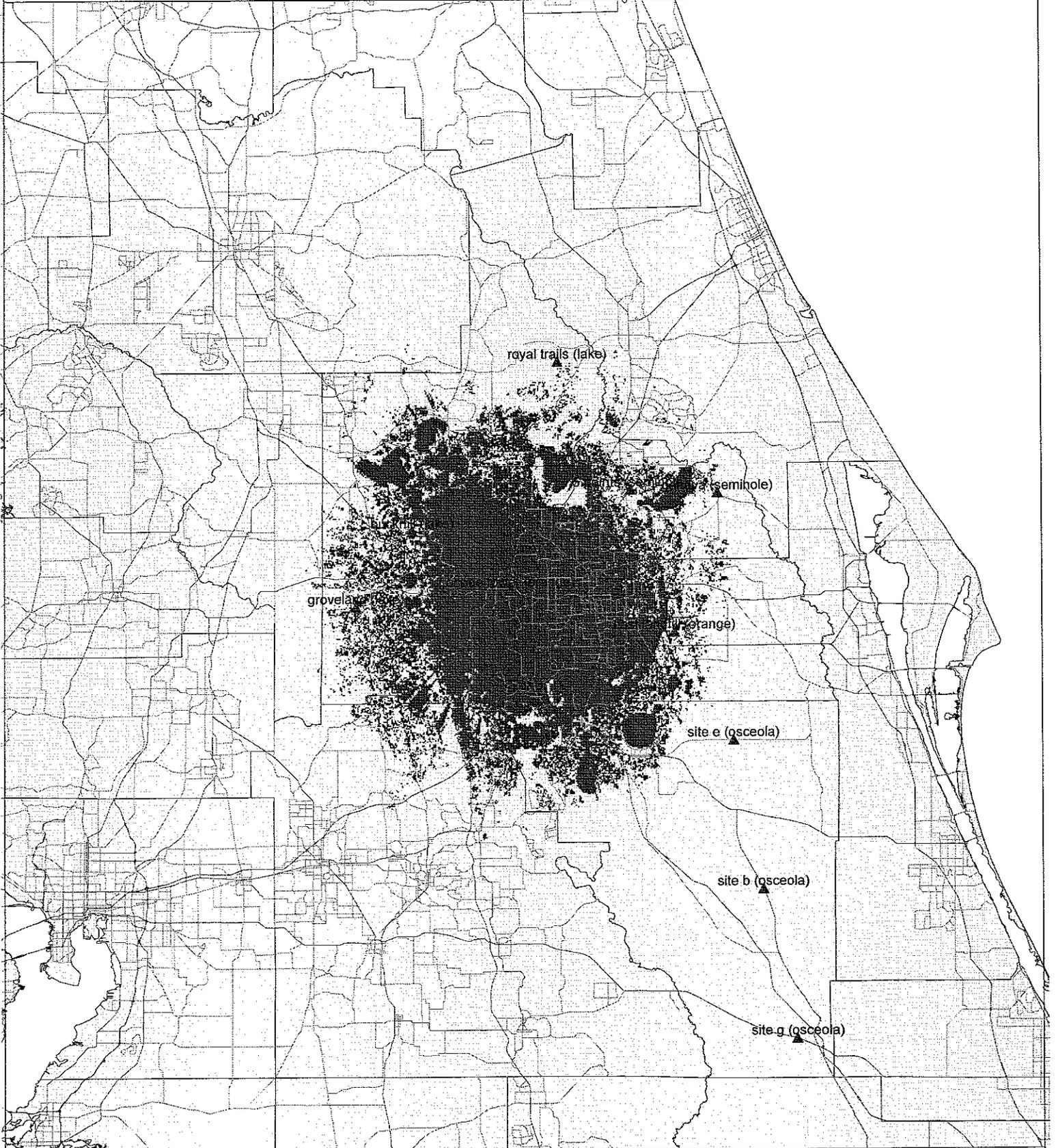


0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Mobile - Talkout from Base Radio

Projection World_Mercator
Center Point 28:32:32.33 N 81:9:35.63 W

Region 5 PSIC 700 MHz
(Coverage Maps are for Informational Purposes
Only
- No Coverage Commitment Implied)

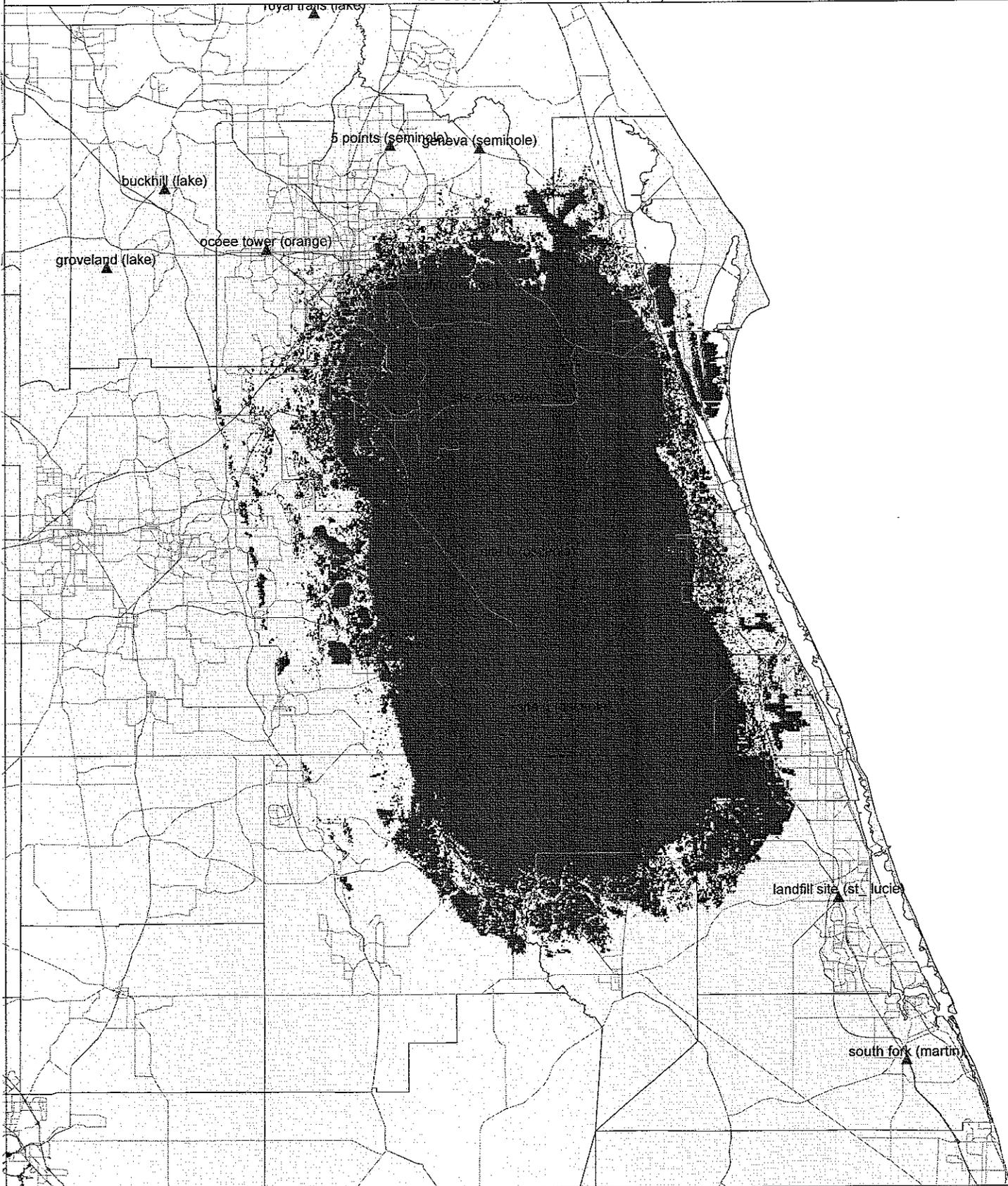


Mobile - Talkout from Base Radio

Projection World_Mercator
Center Point 28:33:49.59 N 81:31:52.01 W

0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Region 5 PSIC 700 MHz
(Coverage Maps are for Informational Purposes
Only
- No Coverage Commitment Implied)

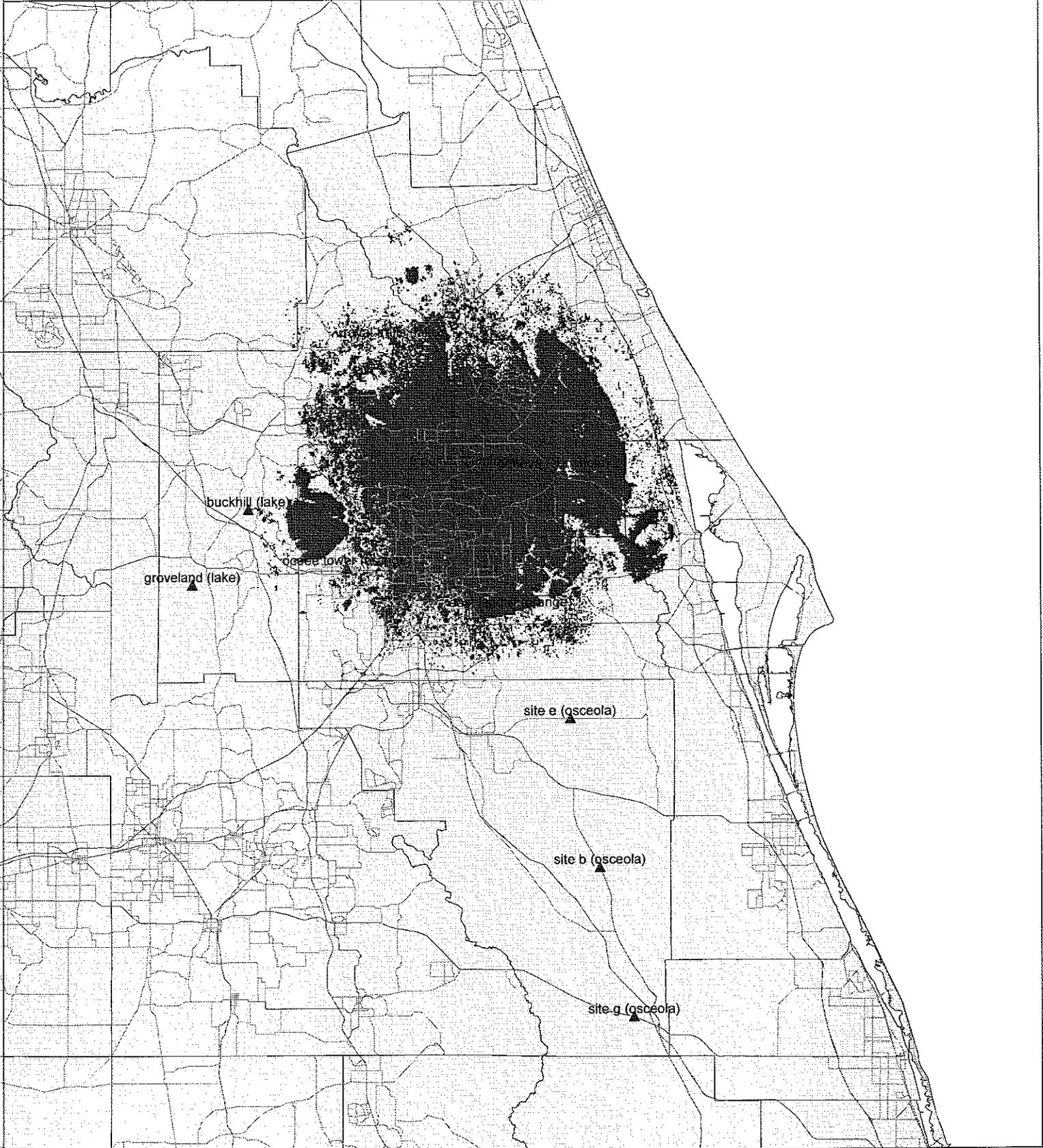


Mobile - Talkout from Base Radio

Projection World_Mercator
Center Point 27:54:40.42 N 80:59:54.34 W

0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Region 5 PSIC 700 MHz
(Coverage Maps are for Informational Purposes
Only
- No Coverage Commitment Implied)

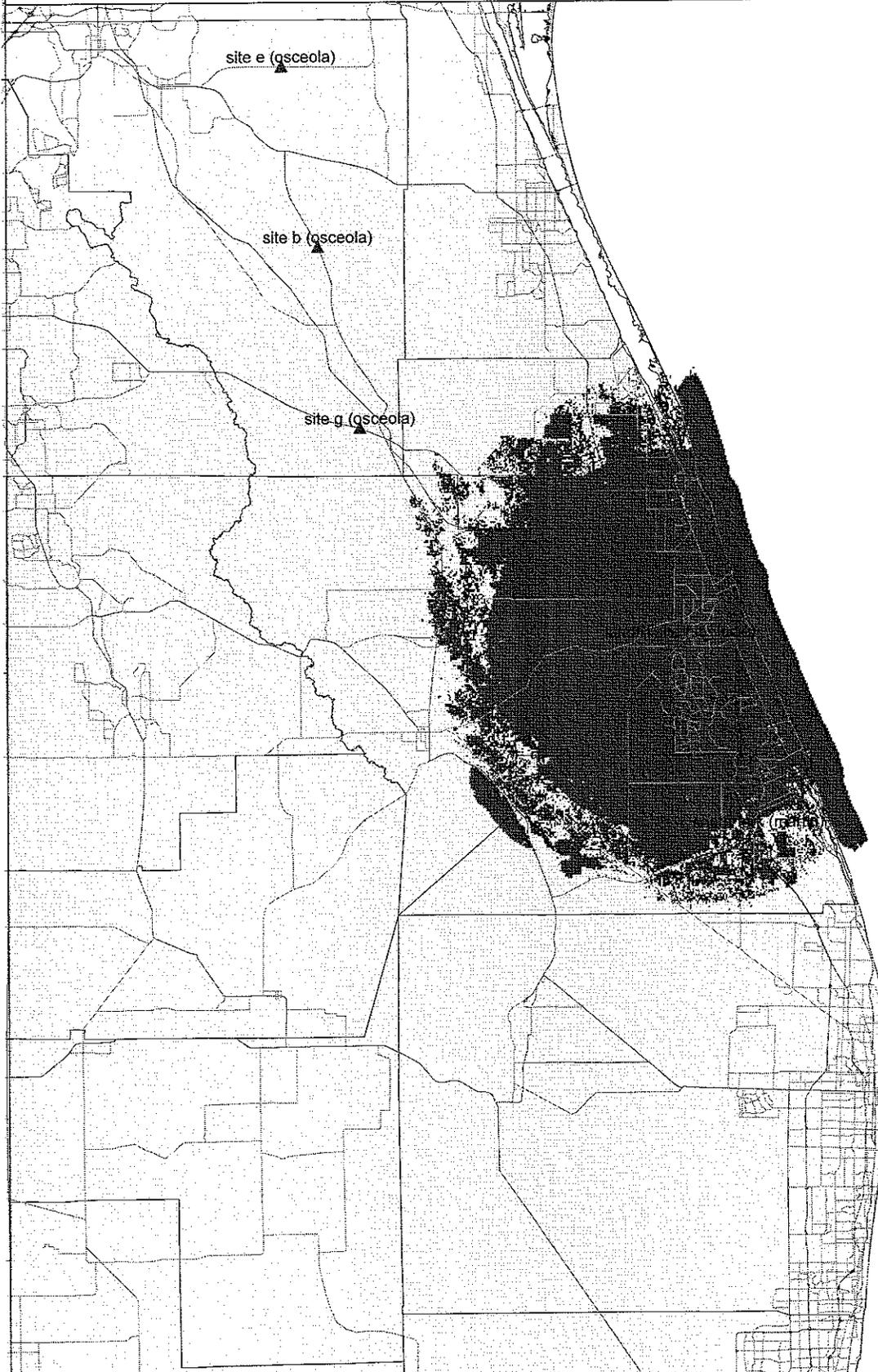


Mobile - Talkout from Base Radio

Projection World_Mercator
Center Point 28:31:23.66 N 81:11:3.39 W

0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Region 5 PSIC 700 MHz
(Coverage Maps are for Informational Purposes
Only
- No Coverage Commitment Implied)

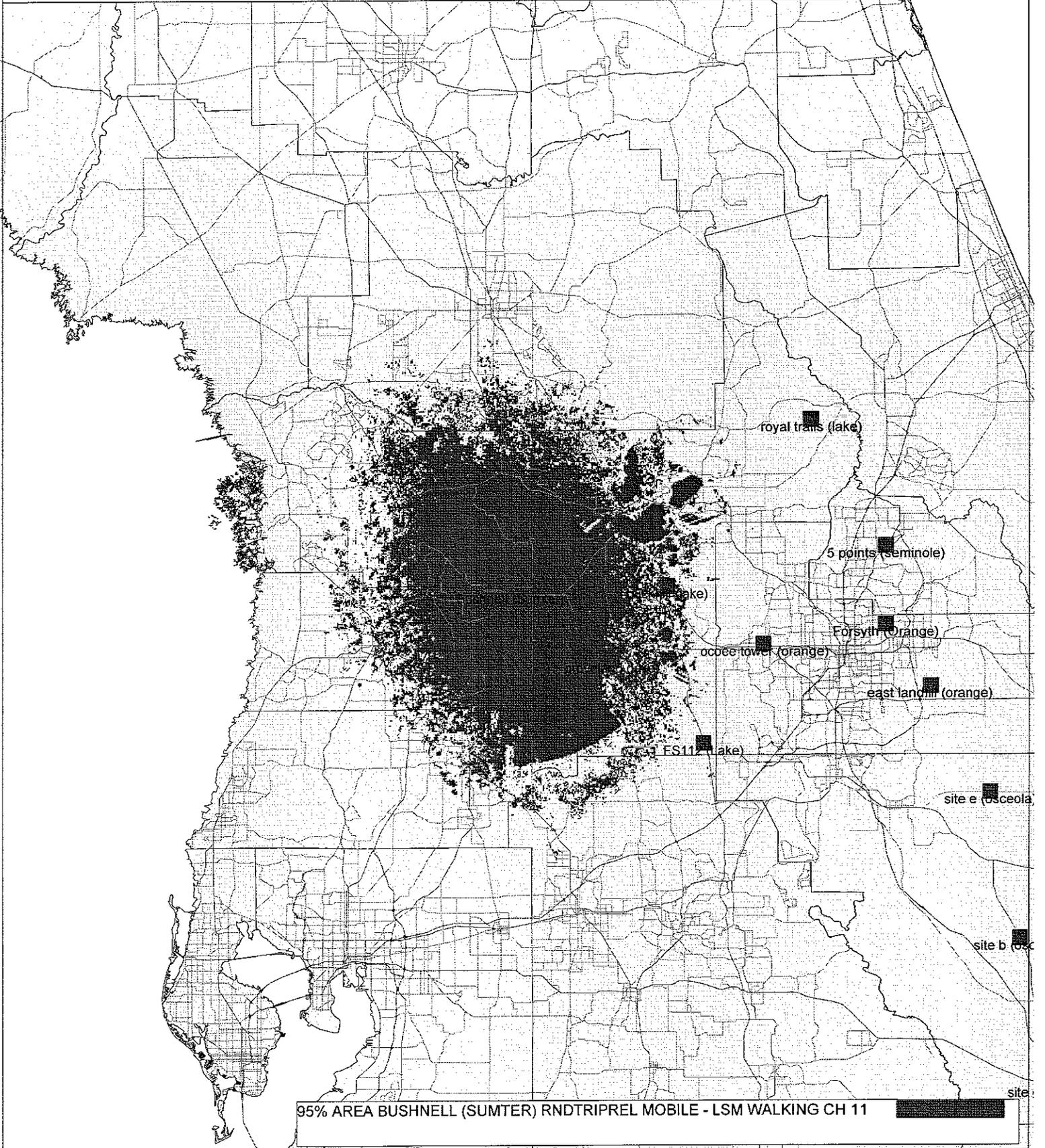


Mobile - Talkout from Base Radio

Projection World_Mercator
Center Point 27:17:23.98 N 80:28:50.95 W

0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Region 5 PSIC 700 MHz (Coverage Maps
are for Informational Purposes only - No
Coverage Commitment Implied)

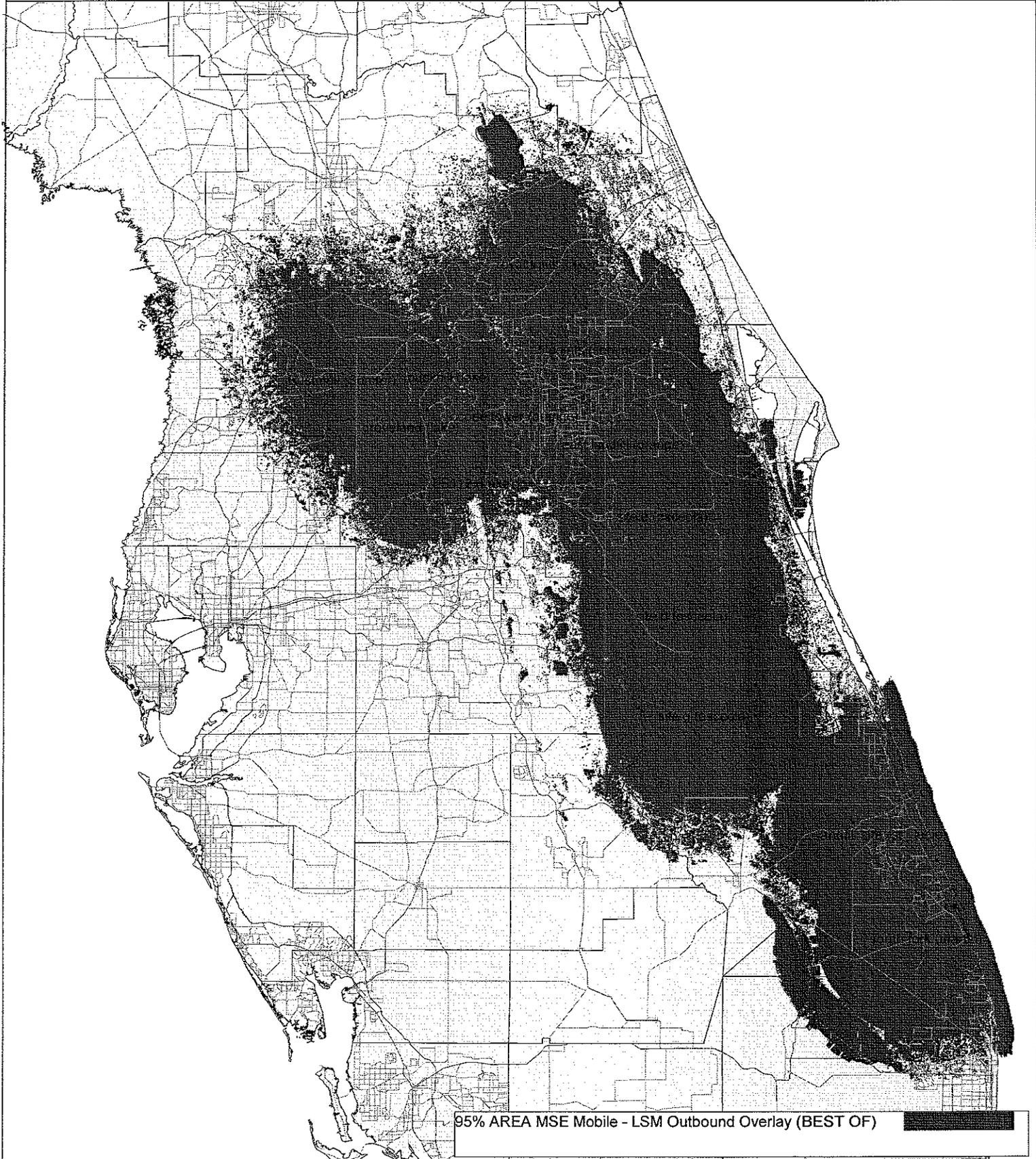


95% AREA BUSHNELL (SUMTER) RNDTRIPREL MOBILE - LSM WALKING CH 11

0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Projection World_Mercator
Center Point 28:39:9.56 N 82:5:31.15 W

Region 5 PSIC 700 MHz (Coverage Maps
are for Informational Purposes only - No
Coverage Commitment Implied)



95% AREA MSE Mobile - LSM Outbound Overlay (BEST OF)

0 23.67 47.35 mi
1 inch = 23.67 miles @ 1/1500000

Projection World_Mercator
Center Point 28:1:16.07 N 81:32:2.16 W

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: ARRA: Energy Efficiency and Conservation Block Grant - Award Agreement

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Dori DeBord, Jennifer Bero **EXT:** 7397, 7163

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a grant agreement with the US Department of Energy in acceptance of \$250,000.00 in funds through their Energy Efficiency and Conservation Block Grant as funded by the American Recovery and Reinvestment Act of 2009.

County-wide

Jennifer Bero

BACKGROUND:

The American Recovery and Reinvestment Act of 2009 (ARRA) appropriated funding for the US Department of Energy (DOE) to award formula-based grants under the Energy Efficiency and Block Grant Program. The purpose of this program is to assist eligible entities in creating and implementing strategies to reduce the total energy use of entities; and improve the energy efficiency in the building, transportation, and other appropriate sectors.

Seminole County was allocated \$2,925,100.00 under this grant program. For the total allocation to be received, the county must submit an application as well as an Energy Efficiency and Conservation Strategy which details activities that would achieve the purposes of the program. As approved by the Board on June 9, 2009, staff submitted the first of two applications requesting \$250,000.00 for a consultant to develop the Strategy. Staff was notified that the first request was granted. The completed Strategy will be presented to the Board and subsequently submitted to the DOE with the second grant application in November 2009.

In acceptance of the initial award, the Board must approve and authorize the Chairman to execute a grant agreement. There are no matching funds required for this grant. A budget amendment to allocate the funds is presented in the Budget Division consent section of this agenda.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute a grant agreement with the US Department of Energy in acceptance of \$250,000.00 in funds through their Energy Efficiency and Conservation Block Grant as funded by the American Recovery and Reinvestment Act of 2009.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

Budget Review (Lisa Spriggs)

County Attorney Review (Arnold Schneider)

NOT SPECIFIED /OTHER

ASSISTANCE AGREEMENT

1. Award No. DE-EE0000798		2. Modification No.	3. Effective Date 07/27/2009	4. CFDA No. 81.128
5. Awarded To SEMINOLE, COUNTY OF Attn: RAY HOOPER 1101 EAST FIRST STREET SANFORD FL 327711468		6. Sponsoring Office Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401		7. Period of Performance 07/27/2009 through 07/26/2012
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority PL 110-140, EISA 2007 PL 111-5, Recovery Act 2009		10. Purchase Request or Funding Document No. 09EE002667	
11. Remittance Address SEMINOLE, COUNTY OF Attn: RAY HOOPER 1101 EAST FIRST STREET SANFORD FL 327711468		12. Total Amount Govt. Share: \$2,925,100.00 Cost Share : \$0.00 Total : \$2,925,100.00		13. Funds Obligated This action: \$250,000.00 Total : \$250,000.00
14. Principal Investigator Tara Anderson Phone: 407-665-5252		15. Program Manager Patricia Saito Phone: 303-275-4945		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393
17. Submit Payment Requests To		18. Paying Office		19. Submit Reports To See Attachment 2
20. Accounting and Appropriation Data EECBG				
21. Research Title and/or Description of Project RECOVERY ACT: DEVELOPMENT OF ENERGY EFFICIENCY AND CONSERVATION STRATEGY				
For the Recipient		For the United States of America		
22. Signature of Person Authorized to Sign <i>(See attached)</i>		25. Signature of Grants/Agreements Officer <i>Andrea K. Lucero</i>		
23. Name and Title		24. Date Signed	26. Name of Officer Andrea K. Lucero	27. Date Signed 07/24/2009

NOT SPECIFIED /OTHER

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0000798	2	3

NAME OF OFFEROR OR CONTRACTOR
SEMINOLE, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 067834358</p> <p>"Electronic signature or signatures as used in this document means a method of signing an electronic message that--</p> <p>(A) Identifies and authenticates a particular person as the source of the electronic message;</p> <p>(B) Indicates such person's approval of the information contained in the electronic message; and,</p> <p>(C) Submission via FedConnect constitutes electronically signed documents."</p> <p>In addition to this Assistance Agreement, this award consists of the items listed in the Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions.</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the project through the end of the current Budget Period, shown as 07/27/2009 through 07/26/2012.</p> <p>DOE Award Administrator: Diana Martinez E-mail: diana.martinez@go.doe.gov Phone: 303-275-4939</p> <p>DOE Project Officer: Patricia Saito E-mail: Patricia.Saito@go.doe.gov Phone: 303-275-4823</p> <p>Recipient Business Officer: Tara Anderson E-mail: tanderson@seminolecountyfl.gov Phone: 407-665-5252</p> <p>Recipient Principal Investigator: Tara Anderson E-mail: tanderson@seminolecountyfl.gov Phone: 407-665-5252</p> <p>ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Delivery Location Code: 03601 Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-BE0000798

PAGE OF
3 | 3

NAME OF OFFEROR OR CONTRACTOR
SEMINOLE, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831 Fund: 05796 Appr Year: 2009 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____
BOB DALLARI, Chairman

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

Date: _____

For the use and reliance
Of Seminole County only.

As authorized for execution by the
Board of County Commissioners at
their August 11, 2009 regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

SPECIAL TERMS AND CONDITIONS

Table of Contents

<u>Number</u>	<u>Subject</u>	<u>Page</u>
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2.	AWARD AGREEMENT TERMS AND CONDITIONS.....	2
3.	ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS	2
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1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Grant and Cooperative Agreement Cover Page, plus the following:

a. Special Terms and Conditions.

b. Attachments:

Attachment Number	Title
1.	Statement of Project Objectives
2.	Federal Assistance Reporting Checklist and Instructions
3.	Budget Pages (SF 424A)

c. Program regulations, if applicable.

d. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.

e. Application/proposal as approved by DOE.

f. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

5. INCREMENTAL FUNDING AND MAXIMUM OBLIGATION

This award is funded on an incremental basis. The maximum obligation of DOE is limited to the amount shown on Agreement Cover Page. You are not obligated to continue performance of the project beyond the total amount obligated and your pro rata share of the project costs, if cost sharing is required. Additional funding is contingent upon the availability of appropriated funds and substantial progress towards meeting the objectives of the award.

6. CEILING ON ADMINISTRATIVE COSTS

- a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or \$75,000, whichever is greater (EISA Sec 545 (b)(3)(A), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.
- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

7. LIMITATIONS ON USE OF FUNDS

- a. Local government and Indian Tribe Recipients may not use more than 20 percent or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(B), for the establishment of revolving loan funds.
- b. Local government and Indian Tribe Recipients may not use more than 20 percent or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(C), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

8. REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS COSTS

- a. The Recipient is expected to manage their final negotiated project budgets, including their indirect costs and fringe benefit costs. DOE will not amend an award solely to provide additional funds for changes in the indirect and/or fringe benefit costs or for changes in rates used for calculating these costs. DOE recognizes that the inability to obtain full reimbursement for indirect or fringe benefit costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the Recipient's cost share.
- b. If actual allowable indirect and/or fringe benefit costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.

9. USE OF PROGRAM INCOME

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

10. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

11. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

12. REPORTING REQUIREMENTS

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to

comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

- b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: “REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT.”

13. PUBLICATIONS

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: “This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)].”

Disclaimer: “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

14. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

15. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of

Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

16. STAGED DISBURSEMENT

- a. The total funding allocation for this award, shown in Block 12 of the Agreement Cover Page, is anticipated to be obligated according to a staged disbursement schedule because the Recipient is required to submit an Energy Efficiency Conservation Strategy (EECS) and other application requirements for DOE review and approval. All funds must be obligated/committed within 18 months of the effective date of the award and expended within 36 months of the effective date of the award.
 1. The initial disbursement of funds, shown in Block 13 of the Agreement Cover Page, is obligated on the award for the Recipient to develop the EECS and approved activities.
 2. Within 120 days of the award date shown in Block 27 of the Agreement Cover Page, The Recipient must submit the following requirements for DOE's review. Upon receipt of these requirements, DOE will review the submissions and finalize negotiations with the Recipient.
 - Energy Efficiency Conservation Strategy (EECS).
 - Project Activity Sheets that correspond with the EECS.
 - Budget
 - Budget Justification
 - NEPA forms, if applicable.
 3. After the parties complete negotiations of all final special terms and conditions for this award, the Contracting Officer will modify this award and obligate 50% of the total remaining funding (total allocation minus the amount obligated for this award) for payment of costs incurred by the Recipient, in accordance with the payment provisions contained in the Special Terms and Conditions. The Recipient may then receive payment for allowable costs incurred or recognize costs incurred toward cost share requirements, as applicable, in accordance with the payment provisions.
 4. Project performance will be monitored and corrective action taken, as necessary, to ensure acceptable performance under the award. The balance of funding will be obligated after one or more progress reviews in which the Recipient must demonstrate that it has made satisfactory progress on their activities, obligated funds appropriately, complied with reporting requirements, and created jobs. After each progress review where DOE determines the Recipient has satisfied the requirements, the Contracting Officer will approve modifications of the award and obligate the remaining 50% of the residual allocation amount in appropriate increments.

- b. The funds currently obligated on the award are shown in Block 13 of the Agreement Cover Page and show the availability of funds to the Recipient for payment of costs incurred by the Recipient. No additional funds will be disbursed to the Recipient for payment, and DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient, until the requirements are met for each stage of the EECS process.
- c. Failure by the Recipient to provide an Energy Efficiency Conservation Strategy (EECS) within 120 of the award date shown in Block 27 of the Agreement Cover Page to the Contracting Officer will be deemed a Noncompliance pursuant to 10 CFR 600.24. Failure by the Recipient to demonstrate acceptable performance under the award will also be deemed as a Noncompliance. If a noncompliance with the award occurs, the Contracting Officer may unilaterally terminate or suspend this award and deobligate the amounts obligated. In such case, the Recipient shall not be reimbursed for costs incurred at the Recipient's risk, as described in paragraph b. above.

17. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project. This restriction does not preclude you from developing, establishing, planning, or an Energy Efficiency & Conservation Strategy (EECS).

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

18. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

19. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other

professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

20. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

21. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" and "REQUIRED USE OF AMERICAN

IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009” will be done upon definition and review of final activities.

22. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act .* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the

foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

23. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition—

Designated country — (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands,

Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods — (1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good — (1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports,

terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements—

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

To Be Determined

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

24. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are

incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

25. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

26. DAVIS BACON ACT REQUIREMENTS

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions.

Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

Davis-Bacon Act

(a) Definition.--"Site of the work"--

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the award or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent,

previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a award.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification

in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the award for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan

or program.

*Note: Upon submission and approval of the EECBG activities, the appropriate wage rate determination will be incorporated in the award.

Rates of Wages

The minimum wages to be paid laborers and mechanics under this award involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to this award. These wage rates are minimum rates and are not intended to represent the actual wage rates that the Contractor may have to pay.

Payrolls and Basic Records

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the article entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any award work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this article. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the --

Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the award and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this article and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the award during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the award.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this article.

(4) The falsification of any of the certifications in this article may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this article available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Withholding of Funds

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this award or any other Federal award with the same Prime Contractor, or any other federally assisted award subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the

award. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the award, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Apprentices and Trainees

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed--

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this article, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that

determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this article shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this award.

Subcontracts (Labor Standards)

(a) Definition. "Construction, alteration or repair," as used in this article means all types of work

done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the article entitled Davis Bacon Act of this award, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the Davis-Bacon Act article, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the Davis Bacon Act article, in the "site of the work" definition).

(b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the articles entitled--

(1) Davis-Bacon Act;

(2) Contract Work Hours and Safety Standards Act -- Overtime Compensation (if the article is included in this award);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination -- Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Davis-Bacon and Related Act Regulations; and

(11) Certification of Eligibility.

(c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the award articles cited in paragraph (b).

(d)(1) Within 14 days after issuance of the award, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the articles set forth in paragraph (b) of this article have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this article, including this paragraph (e) in all subcontracts for construction within the United States.

Contract Termination -- Debarment

A breach of the award articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act -- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the whole award or in part for the Recovery Act covered work only, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this award.

Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes and Appeals as defined in 10 CFR 600.22. Disputes within the meaning of this article include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Certification of Eligibility

(a) By entering into this award, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be

awarded Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this award shall be subcontracted to any person or firm ineligible for award of a Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this award must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the award. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

STATEMENT OF PROJECT OBJECTIVES
Seminole County, Florida
Development of Energy Efficiency and Conservation Strategy

A. PROJECT OBJECTIVES

An Energy Efficiency Conservation Strategy (EECS) will be developed to guide the expenditure of the Energy Efficiency Conservation Block Grant allocation.

B. PROJECT SCOPE

The scope for this award is the development of the EECS and all supporting documentation necessary for the proposed strategy and activities.

C. TASKS TO BE PERFORMED

Task 1.0 Energy Efficiency Conservation Strategy Development

An EECS will be developed that includes one or more eligible activities as delineated in Funding Opportunity Announcement (FOA) DE-FOA-0000013. The EECS shall be a comprehensive strategy that covers, at a minimum, all items detailed in Attachment D of the FOA.

Milestone:

Within 120 days of Award, an EECS will be delivered to DOE including all required supporting documents as follows:

- An EECBG Activity Worksheet for each proposed activity,
- The proposed budget for each activity (on form SF424A) with sufficient justification to support each budget item, i.e. (You must justify the costs proposed in each Object Class Category/Cost Classification category (e.g., identify key persons and personnel categories and the estimated costs for each person or category; provide a list of equipment and cost of each item; identify proposed subaward/consultant work and cost of each subaward/consultant; describe purpose of proposed travel, number of travelers, and number of travel days; list general categories of supplies and amount for each category; and provide any other information you wish to support your budget).
- One NEPA form that includes all proposed activities in activity categories 1-3, 6, 7A, 7B, 7C, 7E, 7F, 8-10, and 12, and
- One NEPA form for EACH proposed activity in activity categories 4, 5, 7D, 11, 13, and 14.
 - During the 120 days, DOE will contact you with additional instructions on submitting your National Environmental Policy Act (NEPA) form and compliance with respect to each proposed activity.

**U.S. Department of Energy
FEDERAL ASSISTANCE REPORTING CHECKLIST
AND INSTRUCTIONS**

1. Identification Number: DE-EE0000798.000	2. Program/Project Title: Recovery Act: Development of Energy Efficiency and Conservation Strategy																						
3. Recipient: County of Seminole, FL																							
4. Reporting Requirements: A. MANAGEMENT REPORTING <input type="checkbox"/> Progress Report <input checked="" type="checkbox"/> Special Status Report B. SCIENTIFIC/TECHNICAL REPORTING (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.osti.gov/etlink .) <table style="width:100%; border: none;"> <tr> <td style="text-align: left;">Report/Product</td> <td style="text-align: left;">Form</td> </tr> <tr> <td><input type="checkbox"/> Final Scientific/Technical Report</td> <td>DOE F 241.3</td> </tr> <tr> <td><input type="checkbox"/> Conference papers/proceedings*</td> <td>DOE F 241.3</td> </tr> <tr> <td><input type="checkbox"/> Software/Manual</td> <td>DOE F 241.4</td> </tr> <tr> <td><input type="checkbox"/> Other (see special instructions)</td> <td>DOE F 241.3</td> </tr> </table> <i>* Scientific and technical conferences only</i> C. FINANCIAL REPORTING <input checked="" type="checkbox"/> SF-425, Financial Status Report D. CLOSEOUT REPORTING <input type="checkbox"/> Patent Certification <input type="checkbox"/> Property Certification <input type="checkbox"/> Other E. OTHER REPORTING <input type="checkbox"/> Annual Indirect Cost Proposal <input type="checkbox"/> Annual Inventory of Federally Owned Property, if any <input checked="" type="checkbox"/> Other	Report/Product	Form	<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3	<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3	<input type="checkbox"/> Software/Manual	DOE F 241.4	<input type="checkbox"/> Other (see special instructions)	DOE F 241.3	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Frequency</th> <th style="text-align: center;">No. of Copies</th> <th style="text-align: center;">Addressees</th> </tr> </thead> <tbody> <tr> <td align="center">A</td> <td></td> <td align="center">EECBG@go.doe.gov</td> </tr> <tr> <td align="center">Q</td> <td></td> <td align="center">EECBG@go.doe.gov</td> </tr> <tr> <td align="center">A</td> <td></td> <td align="center">See Special Instructions Below</td> </tr> </tbody> </table>	Frequency	No. of Copies	Addressees	A		EECBG@go.doe.gov	Q		EECBG@go.doe.gov	A		See Special Instructions Below
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FREQUENCY CODES AND DUE DATES: A - Within 5 calendar days after events or as specified. F - Final; 90 calendar days after expiration or termination of the award. Y - Yearly; 90 days after the end of the reporting period. S - Semiannually; within 30 days after end of reporting period. Q - Quarterly; within 30 days after end of the reporting period.																							
5. Special Instructions: Special Status Report: Within 120 days of the award date shown in Block 27 of the Agreement Cover Page, The Recipient must submit the following requirements for DOE's review. Upon receipt of these requirements, DOE will review the submissions and finalize negotiations with the Recipient. <ul style="list-style-type: none"> - Energy Efficiency Conservation Strategy (EECS). - Project Activity Sheets that correspond with the EECS. - Budget - Budget Justification - NEPA forms, if applicable. Other Reporting: AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING: See the Special Terms and Conditions for Recovery Act reporting requirements, along with the following web site: http://www.federalreporting.gov . The required reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. Recipients are instructed to maintain data in order to report cumulatively beginning with an estimated October 10, 2009 reporting deadline.																							

Federal Assistance Reporting Instructions (5/06)

A. MANAGEMENT REPORTING

Progress Report

The Progress Report must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. The DOE award number and name of the recipient.
2. The project title and name of the project director/principal investigator.
3. Date of report and period covered by the report.
4. A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.
5. A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
6. Cost Status. Show approved budget by budget period and actual costs incurred. If cost sharing is required break out by DOE share, recipient share, and total costs.
7. Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance. You may use your own project management system to provide this information.
8. Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.
9. Actual or anticipated problems or delays and actions taken or planned to resolve them.
10. Any absence or changes of key personnel or changes in consortium/teaming arrangement.
11. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:
 - A. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Project Officer identified in Block 11 of the Notice of Financial Assistance Award.
 - B. Web site or other Internet sites that reflect the results of this project.

- C. Networks or collaborations fostered.
- D. Technologies/Techniques.
- E. Inventions/Patent Applications
- F. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

Special Status Report

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
 - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
 - b. Any significant environmental permit violation.
 - c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.
 - d. Any incident which causes a significant process or hazard control system failure.
 - e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
 - f. Any damage to Government-owned equipment in excess of \$50,000.
 - g. Any other incident that has the potential for high visibility in the media.

B. SCIENTIFIC/TECHNICAL REPORTS

Final Scientific/Technical Report

Content. The final scientific/technical report must include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. Identify the DOE award number; name of recipient; project title; name of project director/principal investigator; and consortium/teaming members.

2. Display prominently on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data. Reports delivered without such notices may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports.
3. Provide an executive summary, which includes a discussion of 1) how the research adds to the understanding of the area investigated; 2) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated; or 3) how the project is otherwise of benefit to the public. The discussion should be a minimum of one paragraph and written in terms understandable by an educated layman.
4. Provide a comparison of the actual accomplishments with the goals and objectives of the project.
5. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, problems encountered and departure from planned methodology, and an assessment of their impact on the project results. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the conclusions.
6. Identify products developed under the award and technology transfer activities, such as:
 - a. Publications (list journal name, volume, issue), conference papers, or other public releases of results. If not provided previously, attach or send copies of any public releases to the DOE Project Officer identified in Block 11 of the Notice of Financial Assistance Award;
 - b. Web site or other Internet sites that reflect the results of this project;
 - c. Networks or collaborations fostered;
 - d. Technologies/Techniques;
 - e. Inventions/Patent Applications, licensing agreements; and
 - f. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.
7. For projects involving computer modeling, provide the following information with the final report:
 - a. Model description, key assumptions, version, source and intended use;
 - b. Performance criteria for the model related to the intended use;
 - c. Test results to demonstrate the model performance criteria were met (e.g., code verification/validation, sensitivity analyses, history matching with lab or field data, as appropriate);
 - d. Theory behind the model, expressed in non-mathematical terms;
 - e. Mathematics to be used, including formulas and calculation methods;

- f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;
- g. Hardware requirements; and
- h. Documentation (e.g., users guide, model code).

Electronic Submission. The final scientific/technical report must be submitted electronically-via the DOE Energy Link System (E-Link) accessed at <http://www.osti.gov/mlink-2413>.

Electronic Format. Reports must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. Materials, such as prints, videos, and books, that are essential to the report but cannot be submitted electronically, should be sent to the Contracting Officer at the address listed in Block 12 of the Notice of Financial Assistance Award.

Submittal Form. The report must be accompanied by a completed electronic version of DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)." You can complete, upload, and submit the DOE F.241.3 online via E-Link. You are encouraged not to submit patentable material or protected data in these reports, but if there is such material or data in the report, you must: (1) clearly identify patentable or protected data on each page of the report; (2) identify such material on the cover of the report; and (3) mark the appropriate block in Section K of the DOE F 241.3. Reports must not contain any limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release. Protected data is specific technical data, first produced in the performance of the award that is protected from public release for a period of time by the terms of the award agreement.

Conference Papers/Proceedings

Content: The recipient must submit a copy of any conference papers/proceedings, with the following information: (1) Name of conference; (2) Location of conference; (3) Date of conference; and (4) Conference sponsor.

Electronic Submission. Scientific/technical conference paper/proceedings must be submitted electronically-via the DOE Energy Link System (E-Link) at <http://www.osti.gov/mlink-2413>. Non-scientific/technical conference papers/proceedings must be sent to the URL listed on the Reporting Checklist.

Electronic Format. Conference papers/proceedings must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. If the proceedings cannot be submitted electronically, they should be sent to the DOE Administrator at the address listed in Block 12 of the Notice of Financial Assistance Award.

Submittal Form. Scientific/technical conference papers/proceedings must be accompanied by a completed DOE Form 241.3. The form and instructions are available on E-Link at <http://www.osti.gov/mlink-2413>. This form is not required for non-scientific or non-technical conference papers or proceedings.

Software/Manual

Content. Unless otherwise specified in the award, the following must be delivered: source code, the executable object code and the minimum support documentation needed by a competent user to understand and use the software and to be able to modify the software in subsequent development efforts.

Electronic Submission. Submissions may be submitted electronically via the DOE Energy Link System (E-Link) at <http://www.osti.gov/estsc/241-4pre.jsp>. They may also be submitted via regular mail to:

Energy Science and Technology Software Center
P.O. Box 1020
Oak Ridge, TN 37831

Submittal Form. Each software deliverable and its manual must be accompanied by a completed DOE Form 241.4 "Announcement of U.S. Department of Energy Computer Software." The form and instructions are available on E-Link at <http://www.osti.gov/estsc/241-4pre.jsp>.

C. FINANCIAL REPORTING

Recipients must complete the financial reports identified on the Reporting Checklist in accordance with the report instructions. These standard forms are available at <http://www.whitehouse.gov/omb/grants/index.html>. Fillable forms are available at <http://grants.pr.doe.gov>.

D. CLOSEOUT REPORTS

Final Invention and Patent Report

The recipient must provide a DOE Form 2050.11, "PATENT CERTIFICATION." This form is available at <http://www.directives.doe.gov/pdfs/forms/2050-11.pdf> and http://management.energy.gov/business_doe/business_forms.htm

Property Certification

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at http://management.energy.gov/business_doe/business_forms.htm

E. OTHER REPORTING

Annual Indirect Cost Proposal and Reconciliation

Requirement. In accordance with the applicable cost principles, the recipient must submit an annual indirect cost proposal, reconciled to its financial statements, within six months after the close of the fiscal year, unless the award is based on a predetermined or fixed indirect rate(s), or a fixed amount for indirect or facilities and administration (F&A) costs.

Cognizant Agency. The recipient must submit its annual indirect cost proposal directly to the cognizant agency for negotiating and approving indirect costs. If the DOE awarding office is the cognizant agency, submit the annual indirect cost proposal to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award.

Annual Inventory of Federally Owned Property

Requirement. If at any time during the award the recipient is provided Government-furnished property or acquires property with project funds and the award specifies that the property vests in the Federal Government (i.e. federally owned property), the recipient must submit an annual inventory of this property to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award no later than October 30th of each calendar year, to cover an annual reporting period ending on the preceding September 30th.

Content of Inventory. The inventory must include a description of the property, tag number, acquisition date, location of property, and acquisition cost, if purchased with project funds. The report must list all federally owned property, including property located at subcontractor's facilities or other locations.

Applicant's Name: County of Seminole, FL Award Number: DE-EE0000798/000
Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary		Estimated Unobligated Funds		New or Revised Budget		
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Develop EECS	81.128			\$250,000		\$250,000
2.						
3.						
4.						
5. Totals				\$250,000		\$250,000
Section B - Budget Categories						
Grant Program, Function or Activity						
6. Object Class Categories		(1) Develop EECS	(2)	(3)	(4)	Total (5)
a. Personnel		0				0
b. Fringe Benefits		0				0
c. Travel		0				0
d. Equipment		0				0
e. Supplies		0				0
f. Contractual		0				0
g. Construction		0				0
h. Other		\$250,000				\$250,000
i. Total Direct Charges (sum of 6a-6h)		0				0
j. Indirect Charges		0				0
k. Totals (sum of 6i and 6j)		\$250,000				\$250,000
7. Program Income		0				0

SF-424A (Rev. 4-92)
 Prescribed by OMB Circular A-102

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Previous Edition Usable

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorization to schedule and advertise a Public Hearing to Amend to the Seminole County Fire Service MSTU Ordinance to include the City of Winter Springs

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Cecilia Monti

EXT: 7175

MOTION/RECOMMENDATION:

Authorize staff to schedule and advertise a public hearing to amend to the Seminole County Fire Service Municipal Service Taxing Unit ordinance, Section 160.12 to include the City of Winter Springs

County-wide

Lisa Spriggs

BACKGROUND:

On June 24, 2008, the Seminole County Board of County Commissioners approved an interlocal agreement consolidating the City of Winter Springs and Seminole County Fire and Emergency Medical Services under the authority of Seminole County. This agreement requires an amendment to Section 160.12 of the Seminole County Fire Service MSTU ordinance expanding the current district boundaries to include Winter Springs. Approval is requested to schedule and advertise a public hearing to be held on August 25, 2009 to expand the Seminole County/Municipal Fire District to include the City of Winter Springs.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize staff to schedule and advertise a public hearing to amend Section 160.12, Seminole County Fire Service Municipal Service Taxing Unit ordinance to include the City of Winter Springs.

ATTACHMENTS:

1. Advertisement Notice
2. Ordinance
3. Economic Impact Statement

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Ann Colby)</p>

NOTICE

NOTICE is hereby given that the Board of County Commissioners of Seminole County, Florida, intends to hold a public hearing to consider the enactment of an ordinance entitled:

AN ORDINANCE OF SEMINOLE COUNTY, FLORIDA AMENDING CHAPTER 160, PART I, ARTICLE II, SECTION 160.12, SEMINOLE COUNTY CODE; PROVIDING FOR THE EXPANSION OF THE SEMINOLE COUNTY FIRE UNIT MUNICIPAL SERVICES TAXING UNIT TO INCLUDE THE ENTIRE INCORPORATED AREA OF THE CITY OF WINTER SPRINGS; PROVIDING THAT THE ANNUAL MILLAGE SHALL BE WITHIN THE STATUTORY CAP WITH RESPECT TO THE CITY OF WINTER SPRINGS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

at _____ p.m. or as soon thereafter as possible, at its regular meeting on _____, 20____, at the Seminole County Services Building, 1101 East First Street, Board of County Commissioners Chambers, Sanford, Florida. The proposed ordinance may be inspected by the public at the office of the Clerk of the Board of County Commissioners, Room 2204, Seminole County Services Building. Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and, for such purpose, they may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

For additional information regarding this notice contact Cecilia Monti, (407) 665-7175.

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.

Publish: _____

Contact Person, Invoice and
Proof of Publication to:

Cecilia Monti, Fiscal Manager I
Fiscal Services Department
1101 E. First Street
Sanford, FL 32771

ORDINANCE

AN ORDINANCE OF SEMINOLE COUNTY, FLORIDA AMENDING CHAPTER 160, PART I, ARTICLE II, SECTION 160.12, SEMINOLE COUNTY CODE; PROVIDING FOR THE EXPANSION OF THE SEMINOLE COUNTY FIRE UNIT MUNICIPAL SERVICES TAXING UNIT TO INCLUDE THE ENTIRE INCORPORATED AREA OF THE CITY OF WINTER SPRINGS; PROVIDING THAT THE ANNUAL MILLAGE SHALL BE WITHIN THE STATUTORY CAP WITH RESPECT TO THE CITY OF WINTER SPRINGS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.0101, Florida Statutes authorizes Seminole County to contract with a municipality for the provision of essential public services including fire protection; and

WHEREAS, Section 160.12 of the Seminole County Code specifically envisions and authorizes the extension of the Seminole County Fire Unit Municipal Service Taxing Unit (the "Seminole County Fire Unit") to areas within an incorporated municipality through adoption of a special mutual aid agreement; and

WHEREAS, Seminole County (the "County") and the City of Winter Springs (the "City") have heretofore entered into an Interlocal Agreement on October 2, 2008 (the "Agreement") for the County to take over and provide fire and emergency medical services to the City; and

WHEREAS, Section 4.3.1 of the Agreement envisions the expansion of the County's Fire Unit MSTU for the provision of fire and emergency medical services to the City and that the millage therefore, will be included within the City's statutory millage cap; and

WHEREAS, the City has heretofore enacted its Ordinance consenting to the expansion of the Seminole County Fire Unit to include all of the incorporated area of the City in accordance with Section 125.01(q), Florida Statutes; and

WHEREAS, the County hereby finds and declares that expansion and utilization of the Seminole County Fire Unit is the most appropriate and cost effective method to facilitate the assumption of such fire and emergency medical services as were previously performed by the City,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Section 160.12 of the Seminole County Code is hereby amended to read as follows:

Sec. 160.12 Established.

(a) There is hereby established a municipal service taxing unit encompassing all the territories of the County other than those territories which are now, or may hereafter be, either within the corporate limits of any municipality, or agriculturally assessed for ad valorem taxation purposes. Said Fire Unit is established for the purpose of providing fire protection and prevention, and rescue/emergency medical services for all inhabitants, properties and land within the described territories, or such other territories as may be included by special mutual aid agreement. Said protection and prevention is hereby declared to be a service of the kind or type commonly provided by municipalities.

(b) The Seminole County Fire Unit shall also include the entire incorporated area of the City of Altamonte Springs, Florida. The millage to be levied shall be set annually by the Board of County Commissioners sitting as the governing board of the Seminole County Fire Unit and shall, with respect to the City, be included within the City's statutory cap millage.

(c) The Seminole County Fire Unit shall also include the entire incorporated area of the City of Winter Springs, Florida. The millage to be levied shall be set annually by the Board of County Commissioners sitting as the governing board of the Seminole County Fire Unit and shall, with respect to the City, be included within the City's statutory cap millage.

Section 3. Codification.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become, and be made a part of the Seminole County Code. The word "Ordinance" may be changed to section, article, or other appropriate word or phrase and the sections of this

Ordinance may be assigned new numbering or lettering to accomplish such intention; providing, however, that Sections 2, 3, and 4 shall not be codified.

Section 4. Severability.

If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date.

This Ordinance shall become effective upon the filing of a certified copy thereof with the Florida Department of State.

ENACTED this _____ day of _____, 2009.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

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

BOB DALLARI, Chairman

Not For Execution

AEC/lpk

6/24/09

P:\Users\ssharrer\ORD\2009\Fire MSTU Expansion Ch 160 Winter Springs.docx

ECONOMIC IMPACT STATEMENT

DATE: August 3, 2009

DEPT./DIVISION: Fiscal Services/
Administration

CONTACT PERSON: Lisa Spriggs

EXTENSION: 7176

DESCRIBE PROJECT/PROPOSAL:

Amendment to the Seminole County Fire Municipal Service Taxing Unit (MSTU) ordinance, Section 160.12 to include the City of Winter Springs

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE OPERATION OF THE COUNTY:

Fire and emergency medical services as well as the costs for the services are expanded to include all of the incorporated area of Winter Springs. 50 additional staff members were added to County employment in FY 2008/09 along with supporting expenditures

The levy assessed for the MSTU generates approximately \$4.5M based on the 2008 taxable value of real and personal property in the City of Winter Springs.

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE PROPERTY OWNERS/TAX PAYERS/CITIZENS WHO ARE EXPECTED TO BE AFFECTED:

The citizens of the City of Winter Springs will be provided with cost effective, proficient fire and emergency services. The properties within the City will be levied the millage rate established for the Seminole County Municipal Fire District MSTU, as approved by the Board of County Commissioners. For the current fiscal year, that millage rate is 2.3299 or \$184 for the average single family residential homesteaded property valued at \$129,000.

IDENTIFY ANY POTENTIAL INDIRECT ECONOMIC IMPACTS, POSITIVE OR NEGATIVE WHICH MIGHT OCCUR AS A RESULT OF THE PROJECT PROPOSAL:

Long-term impacts should be positive for the city and the County since the merging of services is the most appropriate and cost effective method of facilitating activities previously performed by both entities.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorization to schedule and advertise a Public Hearing to Amend Section 50.1, Seminole County Code Traffic Infraction and Citations for Maintaining Court Facilities

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Cecilia Monti

EXT: 7175

MOTION/RECOMMENDATION:

Authorize staff to schedule and advertise a public hearing to to be held at 1:30 P.M. on August 25, 2009 for the purpose of amending Seminole County Code 50.1 "Traffic Infraction and Citation Surcharge" increasing the surcharge from \$15 to \$30 for the maintenance of court facilities.

County-wide

Lisa Spriggs

BACKGROUND:

SB 2108, approved by the 2009 Florida Legislature, authorized county governments to increase the court facility fee surcharge on noncriminal traffic infractions or violations from \$15 to \$30. Seminole County's Article V mandate for maintaining court facilities was reported at \$8.9M in FY 2007/08. These costs included security, leases, janitorial, utility costs, debt service, etc.

The current \$15 surcharge generates approximately \$1.15M, down \$100,000 from prior year collections. The increase from \$15 to \$30 would generate an additional \$1.15M for a total of \$2.3M in court facility revenue. The additional revenue will help offset the \$7.75M unfunded General Fund mandate associated with maintaining court facilities.

STAFF RECOMMENDATION:

Staff recommends Board authorization to schedule and advertise a public hearing to be held at 1:30 P.M. on August 25, 2009 for the purpose of amending Seminole County Code 50.1 "Traffic Infraction and Citation Surcharge" increasing the surcharge from \$15 to \$30 for the maintenance of court facilities.

ATTACHMENTS:

1. Notice To Advertise - Court Facility Surcharge
2. Ordinance
3. Economic Impact Statement

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Arnold Schneider)</p>
--

NOTICE

NOTICE is hereby given that the Board of County Commissioners of Seminole County, Florida, intends to hold a public hearing to consider the enactment of an ordinance entitled:

AN ORDINANCE RELATING TO COUNTY FUNDING OF FACILITIES OF THE STATE COURT SYSTEM WITHIN SEMINOLE COUNTY; AMENDING SECTION 50.1, OF THE SEMINOLE COUNTY CODE; IMPLEMENTING A FIFTEEN DOLLAR (\$15.00) INCREASE FOR A COMBINED TOTAL SURCHARGE OF THIRTY DOLLARS (\$30.00) ON ALL NONCRIMINAL TRAFFIC CITATIONS ISSUED WITHIN SEMINOLE COUNTY; PROVIDING FOR THE USE OF THE INCREASED SURCHARGE FOR FUNDING OF STATE COURT SYSTEM FACILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

at 1:30 p.m. or as soon thereafter as possible, at its regular meeting on Tuesday, August 25, 2009, at the Seminole County Services Building, 1101 East First Street, Board of County Commissioners Chambers, Sanford, Florida. The proposed ordinance may be inspected by the public at the office of the Clerk of the Board of County Commissioners, Room 2204, Seminole County Services Building. Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and, for such purpose, they may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

For additional information regarding this notice contact Lin Polk, (407) 665-7177.

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.

Publish: _____, 2009

Contact Person, Invoice and
Proof of Publication to:

Lin Polk, Fiscal Services
1101 E. First Street
Sanford, Florida
(407)665-7177

AN ORDINANCE RELATING TO COUNTY FUNDING OF FACILITIES OF THE STATE COURT SYSTEM WITHIN SEMINOLE COUNTY; AMENDING SECTION 50.1, OF THE SEMINOLE COUNTY CODE; IMPLEMENTING A FIFTEEN DOLLAR (\$15.00) INCREASE FOR A COMBINED TOTAL SURCHARGE OF THIRTY DOLLARS (\$30.00) ON ALL NONCRIMINAL TRAFFIC CITATIONS ISSUED WITHIN SEMINOLE COUNTY; PROVIDING FOR THE USE OF THE INCREASED SURCHARGE FOR FUNDING OF STATE COURT SYSTEM FACILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature's enactment of Chapter 2009-204, Laws of Florida amended section 318.18, Florida Statutes, increasing the authorized surcharge on all noncriminal traffic infractions from fifteen dollars (\$15.00) to thirty dollars (\$30.00) that may be imposed by the County for the purpose of funding the facilities of the State Court System located in the County; and

WHEREAS, the surcharge authorized by section 318.18(13)(a), Florida Statutes, and implemented by section 50.1, Seminole County Code (the "Code"), requires amendment of said Code section in order to increase the surcharge accordingly; and

WHEREAS, the Board finds and determines that an increase in the surcharge is necessary to provide and maintain adequate court facilities to meet the needs of the public during difficult economic circumstances and declining public funds; and

WHEREAS, the Seminole County Home Rule Charter requires that an Economic Impact Statement be prepared to address the potential fiscal impacts and economic costs of this Ordinance upon the public and taxpayers of Seminole County and such Economic Impact Statement has been prepared and has been made available for public review and copying prior to the enactment of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. STATEMENT OF INTENT AND FINDINGS OF FACT. The foregoing recitals are deemed to be an integral part of this section and constitute additional findings of the Board of County Commissioners. It is the intent of the Board to promote and enhance the continued smooth and efficient operation of the State Court System and its facilities within the County. Such public services are essential to upholding the constitutional rights of citizens, guaranteeing their access to the civil and criminal justice system, as well as the economic and general well being of the general public as a whole. As a result of the public hearing and deliberations of the Board surrounding adoption of this Ordinance, the Board hereby finds and determines that imposition of the increased, authorized surcharge is essential to provide adequate funding for the provision of State Court System facilities.

SECTION 2. AMENDMENT OF SECTION 50.1, SEMINOLE COUNTY CODE. Section 50.1 of the Seminole County Code is hereby amended to provide as follows:

Sec. 50.1 Traffic Infraction and Citation Surcharge. Pursuant to the authority of Section 318.18(13)(a), Florida Statutes, as enacted by ~~Section 60 of Chapter 2004-265~~ amended by section 16 of Chapter 2009-204, Laws of Florida, there is hereby imposed a surcharge of ~~Fifteen and No/100 Dollars (\$15.00)~~ Thirty and No/100 Dollars (\$30.00) on all noncriminal traffic infractions and citations issued within Seminole County. This surcharge shall be used for funding the Facilities, as defined by Section 29.008(1)(a), Florida Statutes, used by the State Court System within Seminole County and for no other

purpose. The Clerk of the Court shall collect this surcharge and deposit same into the County's general fund.

SECTION 3. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Seminole County Code and that the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that the Recitals and Sections 1, 3, 4 and 5 of this Ordinance shall not be codified.

SECTION 4. SEVERABILITY. If any clause or provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect upon filing a copy thereof with the Florida Department of State by the Clerk of the Board of County Commissioners.

ENACTED this _____ day of _____, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

ECONOMIC IMPACT STATEMENT

DATE: August 3, 2009

DEPT./DIVISION: Fiscal Services/
Administration

CONTACT PERSON: Lisa Spriggs

EXTENSION: 7176

DESCRIBE PROJECT/PROPOSAL:

Amendment to Seminole County Code, Section 50.1 increasing the Traffic infraction and Citation Surcharge for the funding of court facilities from \$15 to \$30

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE OPERATION OF THE COUNTY:

SB 2108, approved by the 2009 Florida Legislature, authorized county governments to increase the court facility fee surcharge on traffic infractions or violations from \$15 to \$30. The cost to Seminole County of maintaining court facilities to include security, leases, janitorial, utility costs, debt service, etc. was reported at \$8.9M in FY 2007/08. The surcharge increase from \$15 to \$30 would generate an additional \$1.15M for a total of \$2.3M in court facility revenue.

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE PROPERTY OWNERS/TAX PAYERS/CITIZENS WHO ARE EXPECTED TO BE AFFECTED:

The economic impact to an individual cannot be determined. Currently \$71 is added to a \$30 failure to wear seatbelt infraction for a total cost of \$101, the proposed change would increase the cost of this infraction to \$116.

IDENTIFY ANY POTENTIAL INDIRECT ECONOMIC IMPACTS, POSITIVE OR NEGATIVE WHICH MIGHT OCCUR AS A RESULT OF THE PROJECT PROPOSAL:

Current court facility revenue does not cover the cost mandated of maintaining court facilities. That burden will only increase as buildings age, the increased revenue will help minimize the General revenue impact of court facilities and help with future repairs.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #09-94 - \$991,180 - ARRA Community Services Stimulus Grants

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) #09-94 through the ARRA - Community Services Stimulus Grants Fund in the amount of \$991,180.00 to increase funding for the Homelessness Prevention and Rapid Re-Housing Program (HPRP).

County-wide

Lin Polk

BACKGROUND:

The American Recovery and Reinvestment Act (ARRA) provides under the Homelessness Prevention and Rapid Re-Housing Program (HPRP) funding for short and medium term (3 to 18 months) rental assistance to clients at risk of becoming homeless. This is a three year HUD grant requiring 60% be spent by the second year. There is no match requirement.

This grant was approved on the 7/28/09 agenda.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-94 through the ARRA - Community Services Stimulus Grants Fund in the amount of \$991,180.00 to increase funding for the Homelessness Prevention and Rapid Re-Housing Program (HPRP).

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners
FROM: Department of Fiscal Services
SUBJECT: **Budget Amendment Resolution**
Department: Community Services
Fund(s): 11923 – ARRA - Community Services Stimulus
Grants

FS Recommendation	
B Segal Analyst	7/16/09_ Date
Budget Manager	Date
Director	Date
09-94 BAR	

PURPOSE: Fund the Homelessness Prevention and Rapid Re-Housing Program (HPRP) Grant per the HUD Grant Agreement Letter

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
11923.331551 new		ARRA-HPRP Homelessness Prevention	991,180
Total Sources			\$991,180

Uses:

Account Number	Project #	Account Title	Amount
11923 066822.510120		Regular Salary and Wages	12,000
11923 066822.530490		Other Charges/Obligations	36,180
11923 066823.510120		Regular Salary and Wages	113,000
11923 066823.530340		Contracted Services	382,000
11923 066823.530490		Other Charges/Obligations	448,000
Total Uses			\$991,180

BUDGET AMENDMENT RESOLUTION

This Resolution, 2009-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: _____
Bob Dallari, Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #09-96 - \$378,321 - ARRA Community Services Stimulus Grants Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Betty Segal

EXT: 7171

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-96 through the ARRA-Community Services Stimulus Grants Fund in the amount of \$378,321.00 to fund the Community Services Block Grant Recovery program.

County-wide

Lin Polk

BACKGROUND:

The goal of the American Recovery and Reinvestment Act (ARRA) is focused on stimulating job creation and long-term economic benefit and provides the community with an opportunity to address critical employment and economic development needs. The contract specifies the funding must be delivered to low income residents of Seminole County. There is no match requirement connected to the ARRA CSBG-R funding.

The corresponding grant approval is presented on this agenda.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-96 through the ARRA-Community Services Stimulus Grants Fund in the amount of \$378,321.00 to fund the Community Services Block Grant Recovery program.

ATTACHMENTS:

1. Budget Amendment Request

<p>Additionally Reviewed By: No additional reviews</p>

2009-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Community Services
Fund(s): 11923 – Community Services Block Grant - Recovery (CSBG-R)

FS Recommendation	
B Segal Analyst	7/21/09_ Date
Budget Manager	Date
Director	Date
09-96 BAR	

PURPOSE: CSBG-R funding in the amount of \$378,321 is being made available from the Florida Department of Community Affairs. There is no in-kind or cash match requirement connected to this grant.

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
11923.331691 new		ARRA – CSBG Recovery	378,321
Total Sources			\$378,321

Uses:

Account Number	Project #	Account Title	Amount
11923 066212.510120		Regular Salary and Wages	31,435
11923 066212.530340		Contracted Services	219,000
11923 066212.530400		Travel and Per Diem	500
11923 066212.530440		Rental and Leases	3,568
11923 066212.530490		Other Charges/Obligations	120,818
11923 066212.530510		Office Supplies	250
11923 066212.530520		Operating Supplies	250
11923 066212.530540		Books, Dues, Publications	2,500
Total Uses			\$378,321

BUDGET AMENDMENT RESOLUTION

This Resolution, 2009-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: _____
Bob Dallari, Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #09-98 - \$250,000 - Planning & Development - ARRA - Planning Grant Fund - Energy Efficiency and Conservation Block Grant Award

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Betty Newton

EXT: 7166

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-98 through the American Recovery and Rehabilitation Act (ARRA) - Planning Grant Fund in the amount of \$250,000.00 to appropriate funding for energy efficiency and conservation.

County-wide

Lin Polk

BACKGROUND:

Seminole County qualifies for \$2,925,100 in formula funds through the Stimulus Act Energy Efficiency and Conservation Block Grant (EECBG), however the award is contingent upon submittal of an energy strategy. This strategy is designed to reduce electric consumption, fuel consumption, and carbon emissions while creating an economic impact. The intent is to focus on methods to reduce energy consumption, while decreasing carbon emissions in Seminole County. With Board approval, the first phase of the EECBG application allows up to \$250,000 to develop the Energy Strategy which has been awarded.

The Energy Management Plan includes the following tasks:

Task 1 - Create an Energy Plan for Seminole County facilities

Task 2 - Energy Incentive Programs

Task 3 - Create an Implementation Section

Task 4 - Create a Rating System for Projects

The corresponding grant approval is presented on this agenda

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-98 through the American Recovery and Rehabilitation Act (ARRA) - Planning Grant Fund in the amount of \$250,000.00 to appropriate funding for energy efficiency and conservation.

ATTACHMENTS:

1. BAR 09-98 - ARRA - Energy Efficiency & Conservation Block Grant

Additionally Reviewed By: No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Betty Newton Analyst	7/28/09 Date
Budget Manager	Date
Director	Date
09-98 BAR	

TO: Seminole County Board of County Commissioners
 FROM: Department of Fiscal Services
 SUBJECT: **Budget Amendment Resolution**
 Department: Planning & Development
 Fund(s): ARRA – Planning Grant Fund
 PURPOSE: To appropriate funding for the ARRA–Energy Efficiency & Conservation Block Grant.

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
11924.331392		ARRA-Energy Efficiency & Conservation	250,000
Total Sources			\$250,000

Uses:

Account Number	Project #	Account Title	Amount
11924.110220.530310		Professional Services	250,000
Total Uses			\$ 250,000

BUDGET AMENDMENT RESOLUTION

This Resolution, 2009-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: _____
Bob Dallari, Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BCR #09-17 - \$31,607 - Environmental Services - Water & Sewer Operating Fund - Equipment

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Karen Hufman

EXT: 7173

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Budget Change Request (BCR) #09-17 through the Water & Sewer Operating Fund in the amount of \$31,607.00 for substitute equipment purchase.

County-wide

Lin Polk

BACKGROUND:

Water and Sewer Operations is in need of a **Trailer** to operate a maintenance facility at the north end of the County, due to the demolition of the Greenwood Lakes facility. EMS/Fire Rescue has a trailer they are not using due to completion of a fire station renovation.

The equipment being sold was originally purchased by the Fire Fund for \$45,000 and is being sold at the net book value totaling \$31,607. The Water and Sewer Fund has available equipment budget to accommodate the purchase. The attached Budget Change Request is for approval of utilizing the available budget for a different piece of equipment than what was originally approved.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request (BCR) #09-17 through the Water & Sewer Operating Fund in the amount of \$31,607.00 for substitute equipment purchase.

ATTACHMENTS:

1. BCR 09-17

Additionally Reviewed By: No additional reviews

*****SEMINOLE COUNTY BUDGET REQUEST*****

Budget Division Use only:

DATE: 4/27/09
 FROM: Department Environmental Services
 Division Water & Sewer Operations

BCR	<input checked="" type="checkbox"/>	09-17

WHAT IS NEEDED:

<p align="center">Operational Adjustment</p> <input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost) <input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope) <input type="checkbox"/> New program or service: program or service is not in this fiscal year's budget.	<p align="center">Project Adjustment</p> <input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost) <input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope) <input type="checkbox"/> New project: Project is not in this fiscal year's budget.
--	---

Detailed Explanation:

Need approval to utilize available budget in equipment line to purchase different equipment than what the available budget was originally appropriated for. Administrative Code requires Board approval via Section I (3) (a) (v).

Available budget is to purchase a trailer from Public Safety for the net book value of \$31,607.

Fund # 40100 Fund Name Water & Sewer Operating Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	TOTAL			\$ _____

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	TOTAL			\$ _____

RECOMMENDATION: Approval Date _____ Analyst K Huffman Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 8/11 Date Signed _____ Signature Bob Dallari, Chairman

FINANCE: Transfer has been posted Date _____ Signature _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Request to Schedule, Advertise & Notice Public Hearing

DEPARTMENT: Fiscal Services

DIVISION: MSBU

AUTHORIZED BY: Lisa Spriggs

CONTACT: Kathy Moore

EXT: 7179

MOTION/RECOMMENDATION:

Board approve the request to schedule, advertise, and issue notice of a public hearing to consider adoption an ordinance to establish a stormwater management system benefit area with dedicated funding sources for addressing stormwater & water quality management on an equitable cost allocation basis.

County-wide

Kathy Moore

BACKGROUND:

The MSBU Program, working in conjunction with the Public Works Department, is seeking authorization to schedule, advertise and issue notice of a public hearing for the purpose of consideration of adoption of an ordinance that would establish a stormwater management system benefit area with dedicated funding sources to address stormwater & water quality management on an equitable cost allocation basis. The proposed date for the requested public hearing is September 9, 2009; proposed time 6:00pm.

A sample of the Notice of Proposed Ad-Valorem Assessment to be mailed to property owners, a sample of the notification to be mailed to owners of government property, and the supplementary information sheet to be included in these mailings was distributed in conjunction with the BCC Budget Work Sessions held on August 5 and 6. The sample documents are available for public review via the MSBU Program website at <http://www.seminolecountyfl.gov/fs/msbu>.

The advertisement proposed for publishing in the Orlando Sentinel by August 20 is included with this agenda item. The final publishing will be modified as per directives issued by the Board.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the request to schedule, advertise, and issue notice of a public hearing to give consideration to adopting an ordinance that would establish a stormwater management system benefit area with dedicated funding sources for addressing stormwater & water quality management on an equitable cost allocation basis.

ATTACHMENTS:

1. Draft Ad for Consent Agenda Item

Additionally Reviewed By:

County Attorney Review (Matthew Minter)

NOTICE

The Board of County Commissioners of Seminole County, Florida, intends to hold a public hearing to consider (1) adopting an ordinance entitled: AN ORDINANCE CREATING THE STORMWATER MANAGEMENT SYSTEM BENEFIT AREA [SMSBA] FOR THE PURPOSE OF PROVIDING A DEDICATED FUNDING SOURCE FOR THE PROVISION OF STORMWATER MANAGEMENT SERVICES AND NUTRIENT LOAD REDUCTIONS WITHIN UNINCORPORATED SEMINOLE COUNTY; AUTHORIZING THE ADOPTION OF NON-AD VALOREM STORMWATER ASSESSMENTS; CONFIRMING COLLECTION OF STORMWATER ASSESSMENTS PURSUANT TO THE UNIFORM METHOD OF COLLECTION PURSUANT TO SECTION 197.3632, FLORIDA STATUTES; PROVIDING FOR ALTERNATIVE BILLING AND COLLECTION METHODS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ADJUSTMENTS, CORRECTIONS AND APPEALS; PROVIDING FOR A TECHNICAL POLICY AND PROCEDURE MANUAL; PROVIDING FOR LIMITATION OF LIABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CHAPTER 160, SEMINOLE COUNTY CODE; PROVIDING AN EFFECTIVE DATE and (2) the adoption of an initial non-ad valorem assessment roll to be collected by the tax collector beginning with the 2009 property tax bill and acceptance of the initial charge report associated with properties subject to alternative billing which jointly encompass all applicable unincorporated property in the boundary of the Stormwater Management System Benefit Area at 6:00 P.M., or as soon thereafter as possible, at its regular meeting on the 9th of September, 2009, at the Seminole County Services Building, Room 1028, 1101 East First Street, Sanford, Florida. The Ordinance and supplemental information is available for public review at Commission Records located at the above address in Room 2204 or via the MSBU Program website <http://www.seminolecountyfl.gov/fs/msbu>. Property owners have the right to appear at the public hearing and have the right to file written objections within 20 days of this notice. **For additional information regarding this notice, contact the MSBU Program at 407-665-7178.**

Stormwater Management System Benefit Area

(County map depicting unincorporated Seminole County to be inserted.)

SMSBA Rate Cost Allocation Formula		Rate Type
AU + ENU + ERU = Parcel Total		Rate Set Annually By Resolution
AU ENU ERU	Administrative Unit Equivalent Nutrient Load Unit Equivalent Stormwater Runoff Unit	Proposed at \$---XX per parcel. Calculated average annual nutrient load as equated to a typical single family residential property. Calculated average amount of impervious area as equated to a typical single family residential property.

Department of Revenue (DOR) Classification	Typical Total Cost Allocation Proposed	Collection Method
Residential, typical single family residential property	\$	Uniform Method
Residential, Estate and/or multifamily	\$	Uniform Method
Commercial, Industrial	\$	Uniform Method
Agricultural	\$	Uniform Method
Institutional	\$	Uniform Method
Governmental	\$	Alternative/Direct Bill
Non-Agricultural Acreage	\$	Uniform Method

Persons with disabilities needing assistance to participate in any of these proceedings should contact the ADA Coordinator 48 hours in advance of the meeting at 407-665-7941. Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and, for such purpose, they may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per section 286.0105, Florida Statutes.

MARYANNE MORSE
 Clerk to the Board of County Commissioners
 of Seminole County, Florida
 By: _____
 Publish August 20, 2009

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approve and authorize the Revised Library Services Internet Use Policy for inclusion in the Seminole County Administrative Code, Section 29.15

DEPARTMENT: Library Services

DIVISION: Administration - Library Services

AUTHORIZED BY: Jane Peterson

CONTACT: Jane Peterson

EXT: 1501

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the 2009 Revised Library Services Internet Use Policy for inclusion in the Administrative Code, Section 29.10.

County-wide

Jane Peterson

BACKGROUND:

The library's current Internet Use Policy was adopted by the Board of County Commissioners in 2007. The policy needs to be updated to meet the federal guidelines in the Children's Internet Protection Act ("CIPA"), the Neighborhood Children's Internet Protection Act ("NCIPA"), and the Protecting Children in the 21st Century Act.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the 2009 Revised Library Services Internet Use Policy for inclusion in the Administrative Code, Section 29.15.

ATTACHMENTS:

1. Resolution and AC Section 29 15

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Ann Colby)</p>

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE _____ DAY OF _____, 2009.

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

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

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

WHEREAS, the Board of County Commissioners desires to amend sections of the Seminole County Administrative Code to meet Federal guidelines in the Children's Internet Protections Act ("CIPA"), the Neighborhood Children's Internet Protection Act ("NCIPA"), and the Protecting Children in the 21st Century Act,

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

The Seminole County Administrative Code is hereby amended by revisions, additions, and deletions in Section 29.15, "Internet Use", as more particularly described in the attachment.

ADOPTED this _____ day of _____, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____

Attachment: Section 29.15 "Library Services Internet Use"



SECTION 29. LIBRARY SERVICES

29.15 INTERNET USE

A. PURPOSE. ~~The~~ Seminole County Public Library System provides access to the Internet in support of the Library's traditional role as a provider of information and life long learning. Not all information available via the Internet is accurate, current or complete. The Library assumes no responsibility for any damages, direct or indirect, arising from its connection to the Internet. ~~Library staff has identified on the Seminole County Public Library's home page links to sources on the Internet, which are consistent with the Library's mission.~~

~~(1) Because the Seminole County Public Library system receives E-rate and/or Library Service & Technology Act (LSTA) funds it is required by Federal law, specifically the Children's Internet Protection Act (CIPA), to employ an Internet filtering system that assures the safety and security of minor as far as technologically possible. The Seminole County Public Library System employs an Internet Filtering System that:~~

~~(a) Blocks and filters Internet access to visual depictions that are obscene, contain child pornography, or are harmful to minors.~~

~~(a) Blocks access by minors to inappropriate matter on the Internet and World Wide Web as far as technologically possible.~~

~~(b) Assures the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications as far as technologically possible.~~

~~(b) Prohibits unauthorized access, including so-called "hacking," and other unlawful activities by minors online.~~

~~(c) Prohibits unauthorized disclosure, use, and dissemination of personal information regarding minors.~~

~~(e) Restrict minors' access to materials harmful to minors as far as technologically possible.~~

~~(2) The Seminole County Public Library System will actively educate, inform, and promote the safe use of the Internet in the following ways:~~

~~(2) The Seminole County Public Library System educates, informs and promotes the safe use of the Internet by providing bookmarks and flyers about Internet safety and use with information specifically geared to parents and youth.~~

~~(a) The library does not act in loco parentis so parents must assume responsibility for their children's use of the Intranet. Both parents and children are~~



encouraged to read "Child Safety on the Information Highway" and "NetSmartz". Two additional resources for parents are the U.S. Department of Education's "Parent's Guide to the Internet" and the American Library Association's "Librarian's Guide to Cyberspace for Parents and Kids".

(a) Provide bookmarks, flyers, and displays of books and materials related to the safe use of the Internet. Information will be specifically geared for parents and children/young adults including lists of recommended sites.

(b) Provide direct links to a Children's Web page and a Young Adult Web page on the Library's Home Page that link material especially recommended for children and young adults.

(d) Librarians will offer information, if requested, on how to be critical users of information.

(e) Use of privacy screens on all Public Access Computers that prevent inadvertent or accidental viewing of inappropriate material.

(f) Make the brochure "Library Guide to Cyberspace for Parents and Kids" available.

(g) Provide a link to the Web site "Especially for Children and their Parents."

(b) The Seminole County Public Library provides links to websites and especially recommended for youth on the library's Kid's Page and Teen Page.

B. UNAUTHORIZED USE. The following activities are not permitted:

(1) chat sites; and

(2) games

C. B. COMPUTER WORKSTATION PROCEDURES.

Access to the Internet is available by library Customers not having library cards should ask at the reference desk to access the Internet. Patrons must be registered in the Library's computer database, have a valid library card and have a zero balance on their account to access the Internet.

(1) The Library limits use of all Internet access to 30 minutes. Internet workstations automatically time out after 30 minutes use. Librarians can override the time limit if at least two Internet workstations are available at the time of the request. Customers may have up to two (2) additional session.



~~(2) Workstation use is limited to two persons per workstation to reduce noise level.~~

~~(3) Internet workstations do not allow customers to download information to a floppy disk.~~

~~(4) Staff will assist customers in accessing the Internet.~~

~~(5) Users are expected to use privacy screens provided at each workstation.~~

~~(6) Parents of minor children must assume responsibility for their children's use of the Internet through the Library's connection.~~

(1) Use of the Internet must be scheduled through the library's Internet Scheduling System.

(2) Workstation use is limited to two (2) persons per workstation.

D.C. LOSS OF PRIVILEGES. The Library reserves the right to deny access to the Internet workstations to any customer who fails to abide by the Internet Use Policy.

E. FEES. Use of the Internet is free of charge. Printing is 10 cents per page.

F.D. AUTHORITY. Resolution 2007-R-42 adopted March 13, 2007
Approved by the BCC May 14, 2002 as a Regular Agenda Item.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Utility Easement Vacate for 107 Oak Street

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Cynthia Sweet

EXT: 7443

MOTION/RECOMMENDATION:

Adopt and authorize the Chairman to execute a Resolution to vacate and abandon the platted 7 feet wide utility easement situated at the east side of Lot 4, Sanlando Estates, as recorded in Plat Book 12, Page 53, of the Public Records of Seminole County, Florida, and further described as 107 Oak Street, Altamonte Springs, Florida; in Section 03, Township 21 S, Range 29 E, Alan P. and S. Marie Hubley, applicant.

District 3 Dick Van Der Weide

Cynthia Sweet

BACKGROUND:

The applicant, Alan P. and S. Marie Hubley, is requesting to vacate and abandon the platted 7 feet wide utility easement situated at the east side of the property located at 107 Oak Street, Altamonte Springs, Florida, and further described as Lot 4, Sanlando Estates, as recorded in Plat Book 12, Page 53, Public Records of Seminole County, Florida, in Section 03, Township 21 S, Range 29 E.

The applicant is requesting to vacate and abandon the described utility easement to allow an existing utility shed to remain and to build a new utility shed in the existing utility easement. There are no utilities within the platted utility easement and is not being used for any utility purposes. The vacation and abandonment of the utility easement is necessary to prevent the proposed storage shed from encroaching into the platted utility easement and to prevent a potential "cloud of title".

On March 23, 2009, the Board of Adjustment granted a variance for a rear yard setback variance from 30 feet to 6 feet for a proposed shed and a rear yard setback variance from 10 feet to 6 feet for an existing shed, subject to the Board vacating and abandoning the platted utility easement. The applicant has provided letters from the applicable utility companies stating "no objections" to the request.

STAFF RECOMMENDATION:

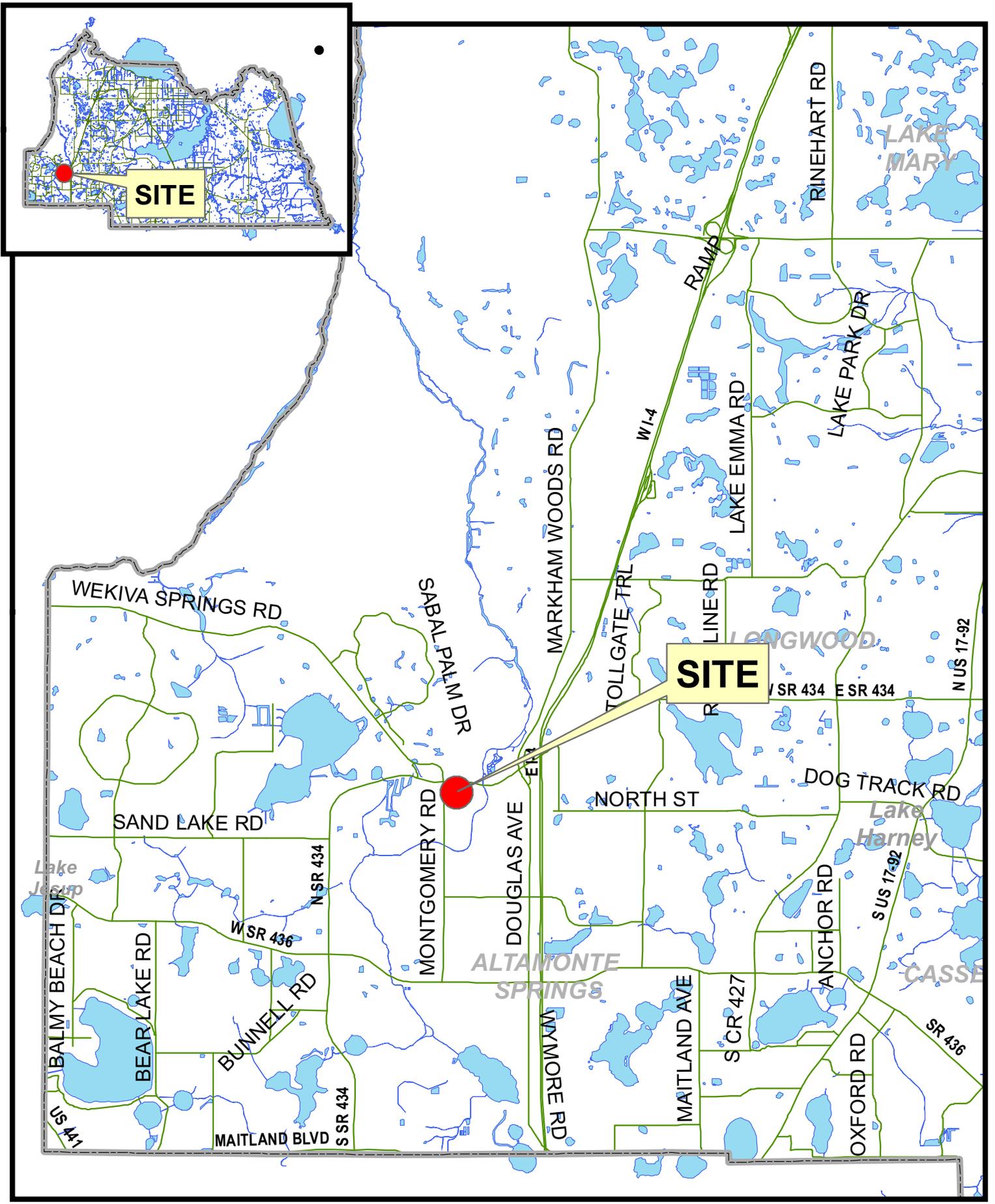
Staff recommends that the Board adopt and authorize the Chairman to execute a Resolution to vacate and abandon the platted 7 feet wide utility easement situated at the east side of Lot 4, Sanlando Estates, as recorded in Plat Book 12, Page 53, of the Public Records of Seminole County, Florida, and further described as 107 Oak Street, Altamonte Springs, Florida; in Section 03, Township 21 S, Range 29 E, Alan P. and S. Marie Hubley, applicant.

ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Resolution
5. Sketch of Description

Additionally Reviewed By:

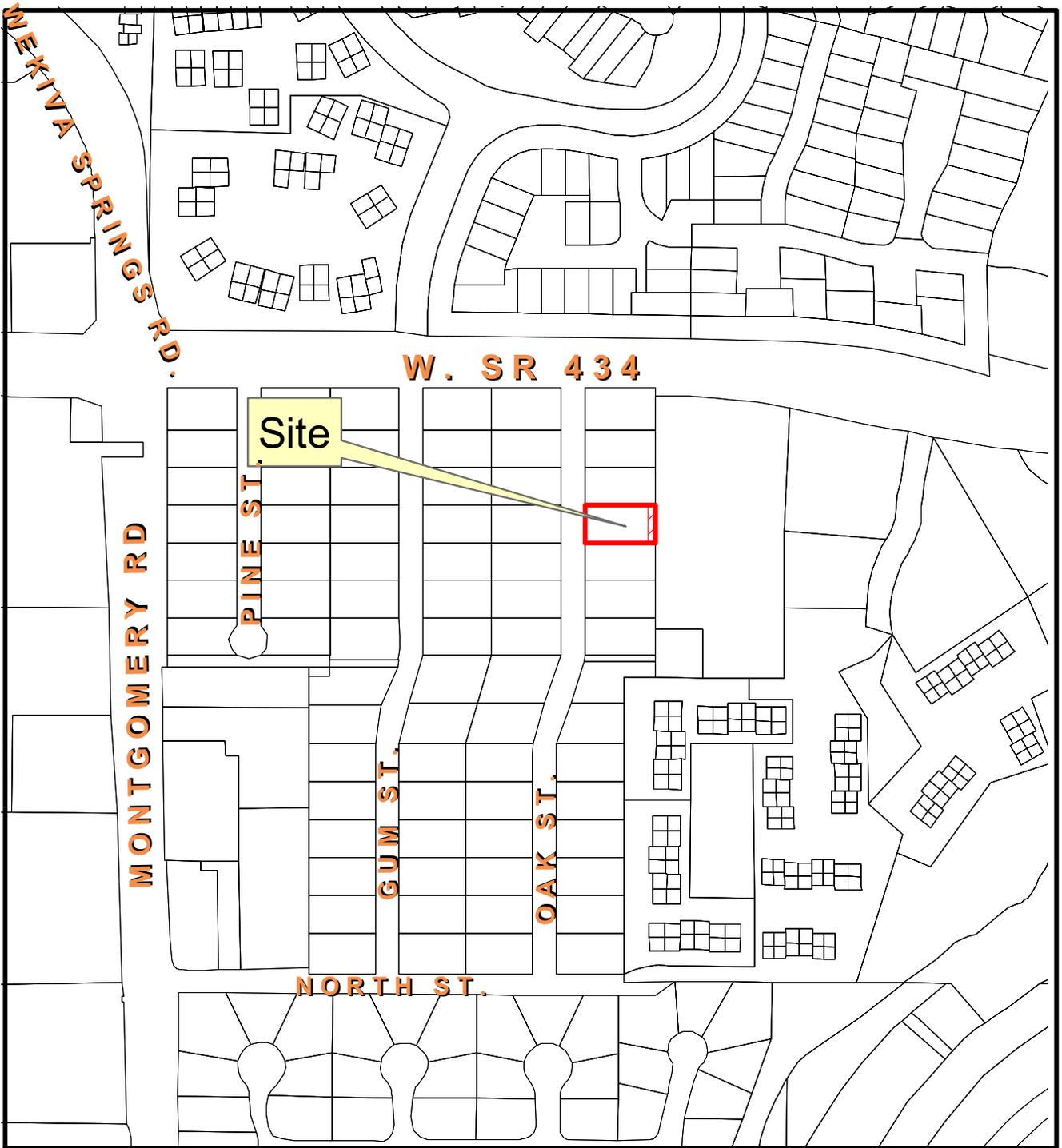
County Attorney Review (Kathleen Furey-Tran)



filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/2006-0**sitemap.mxd ***'06

107 Oak Street Utility Easement Vacate

EXHIBIT A



107 OAK STREET UTILITY EASEMENT VACATE





107 Oak Street.
Utility Easement Vacate

-  Parcel
-  Subject Property



January 2009 Color Aerials

RESOLUTION NO.: 2009-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 11th DAY OF AUGUST A.D., 2009.

RESOLUTION TO VACATE AND ABANDON A UTILITY EASEMENT

.....

Whereas, a Petition was presented on behalf of

ALAN P. AND S. MARIE HUBLEY

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating, and abandoning of the following described utility easement to-wit:

LEGAL DESCRIPTION

A RESERVATION FOR UTILITIES LYING WITHIN THE EAST 7 FEET OF LOT 4, SANLANDO ESTATES, AS RECORDED IN PLAT BOOK 12, PAGE 53, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS IN ATTACHED "EXHIBIT A"

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described utility easement is to the best interest of the County and the public in that the area in question is not needed for utility purposes and not necessary for public need.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described utility easement be, and the same is hereby abandoned, closed, and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.

PASSED AND ADOPTED this 11th day of August A.D., 2009.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA**

BY:

**MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA**

**BOB DALLARI
CHAIRMAN**

SKETCH OF DESCRIPTION

OF
UTILITIES EASEMENT TO BE VACATED
(THIS IS NOT A SURVEY)

DESCRIPTION:

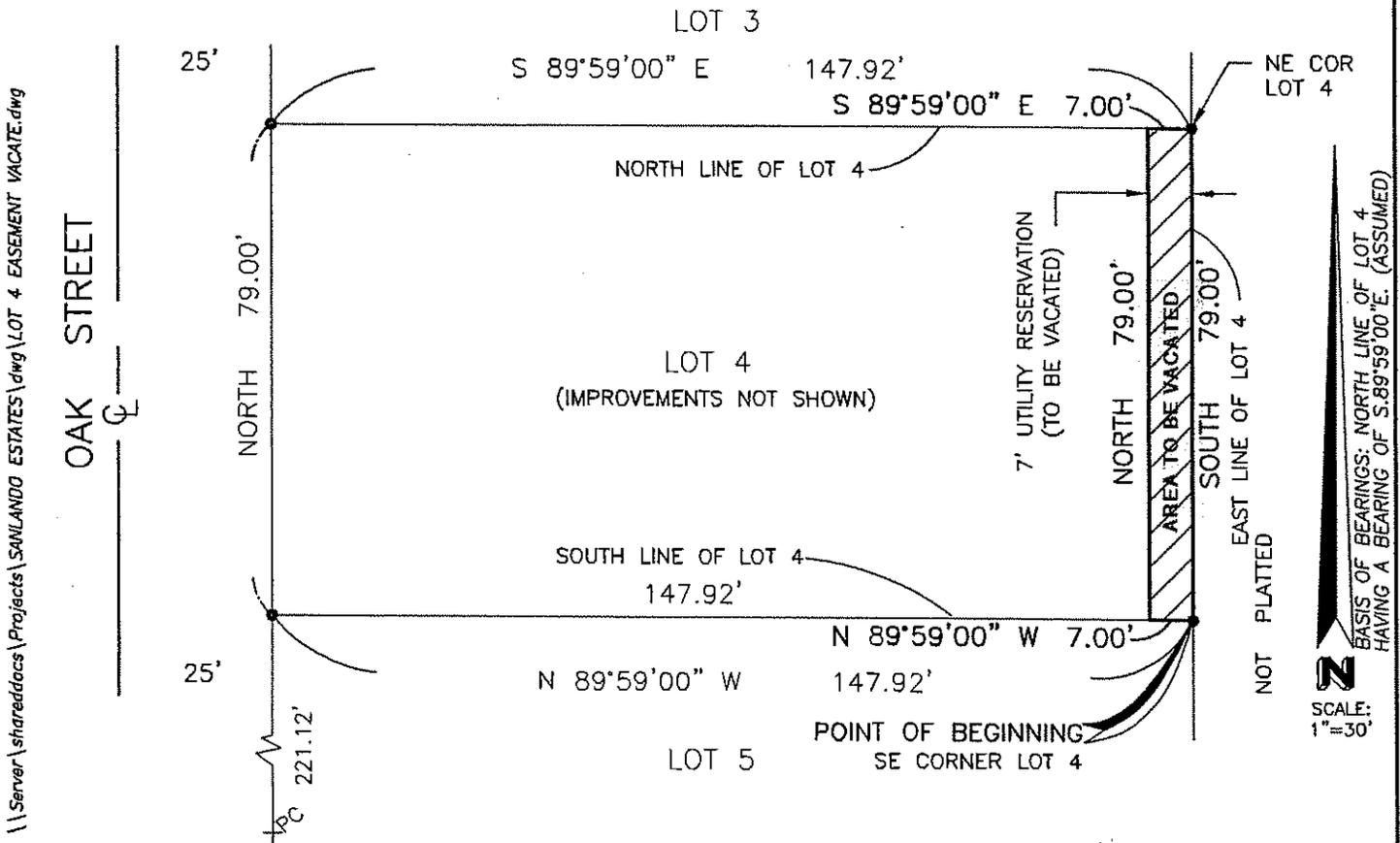
"EXHIBIT A"

A RESERVATION FOR UTILITIES LYING WITHIN THE EAST 7 FEET OF LOT 4, SANLANDO ESTATES, AS RECORDED IN PLAT BOOK 12, PAGE 53, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA;

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 4, SANLANDO ESTATES, AS RECORDED IN PLAT BOOK 12, PAGE 53, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N.89°59'00"W. ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 7.00 FEET, THENCE RUN NORTH ALONG A LINE PARALLEL WITH AND 7.00 FEET WEST OF THE EAST LINE OF SAID LOT 4, A DISTANCE OF 79.00 FEET TO THE NORTH LINE OF SAID LOT 4, THENCE RUN S.89°59'00"E. ALONG SAID NORTH LINE A DISTANCE OF 7.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE RUN SOUTH ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 79.00 TO THE POINT OF BEGINNING.

CONTAINING 553 SQUARE FEET, MORE OR LESS.



\\Server\shareddocs\Projects\SANLANDO ESTATES\dwg\LOT 4 EASEMENT VACATE.dwg

HENRICH-LUKE & SWAGGERTY, LLC



surveyors & mappers
 1490 Sunshadow Drive
 Suite 1000
 Casselberry, Florida 32707
 (407) 647-7346
 FAX (407) 647-8097
 Licensed Business No. 7276

Job No: E-6931
 Date: 4/23/09
 Drawn By: MIL
 Scale: 1"=30

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Mark I. Luke
 Mark I. Luke
 Professional Surveyor & Mapper
 Florida Registration #5006

FILE: 12-09 (A)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Right of Way Utilization Permit Maintenance Bond for Winter Miles Industrial Park , Phase 1 Right-of- Way

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Lee Shaffer **EXT:** 7346

MOTION/RECOMMENDATION:

Authorize the release of the Winter Miles Industrial Park, Phase 1 Right-of-Way Utilization Permit Maintenance Bond #54-165981 in the amount of \$1,250.70 for the Winter Miles Industrial Park, Phase 1 Right-of-Way road improvements.

District 2 Michael McLean

Lee Shaffer

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the Winter Miles Industrial Park, Phase 1 project to have a Right-of-Way Utilization Maintenance Bond, specifically, Maintenance Bond #54-165981 for \$1,250.70 (United Fire & Casualty Company), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located 6th Street and CR 426 and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the release of the Winter Miles Industrial Park, Phase 1 Right-of-Way Utilization Permit Maintenance Bond #54-165981 in the amount of \$1,250.70 for the Winter Miles Industrial Park, Phase 1 road improvements.

ATTACHMENTS:

1. ROW Utilization Permit Maintenance Bond
2. Power of Attorney

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Kathleen Furey-Tran)</p>

APPROVED FORMS, ETC.

RIGHT-OF-WAY USE PERMITTING

RIGHT-OF-WAY UTILIZATION PERMIT
MAINTENANCE BOND
(Streets, Curbs, Storm Drains)

KNOW ALL MEN BY THESE PRESENTS:

That we Southeast Enviroscape, Inc. _____, whose address is 1616 Smithfield Way, Suite 1042, Oviedo FL 32765 _____, hereinafter referred to as "PRINCIPAL" and United Fire & Casualty Company _____, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of \$ One Thousand, Two Hundred Fifty and 70/100 Dollars (\$1,250.70) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as Winter Miles Industrial Park, Phase 1, recorded in Plat Book 3169, Page(s) 1912, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated May 17, 19 2005, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from April 4, 19 2007;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from April 4, 19 2007, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer 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 the said permit 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.

LAND DEVELOPMENT CODE

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 hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be 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 4th day of April, 19 2007.

Address: 1616 Smithfield Way, Suite 1042
Oviedo FL 32765

Southeast Enviroscape, Inc. (SEAL)
PRINCIPAL

By: [Signature] Its: _____
(If a Corporation)

ATTEST: Charles Wood Its: _____
(If a Corporation)

Address: 118 Second Avenue SE
Cedar Rapids IA 52401

United Fire & Casualty Company (SEAL)
SURETY

By: Patricia L. Slaughter Its: _____
Its Attorney-in-Fact
& FL Licensed Resident Agent Patricia L. Slaughter (407) 786-7770

ATTEST: Teresa L. Durham
Teresa L. Durham

(App E, LDC, through Supp 16).

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M. DONAHUE, OR KIM E. NIV, OR JEFFREY W. REICH, OR SUSAN L. REICH, OR TERESA L. DURHAM, OR PATRICIA L. SLAUGHTER, OR J. GREGORY MACKENZIE, OR DEBORAH MAHL, OR WALTER N. MYERS, OR DON BRAMLAGE OF DAYTONA BEACH, FL ALL INDIVIDUALLY of ALTAMONTE SPRINGS FL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 29th day of June, 2005

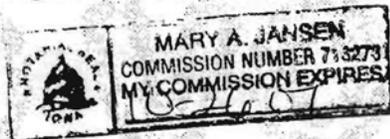
UNITED FIRE & CASUALTY COMPANY

By *Randy A. Ramlo* Vice President



State of Iowa, County of Linn, ss:

On 29th day of June, 2005, before me personally came Randy A. Ramlo to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jansen
Notary Public
My commission expires: 10/26/2007

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 4th day of April 2007.



David A. Gray Secretary

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Right of Way Utilization Permit Maintenance Bond for Ruby Court - Tropical Pools and Spas, Inc.

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Lee Shaffer **EXT:** 7346

MOTION/RECOMMENDATION:

Authorize the release of the Ruby Court -Tropical Pools and Spas, Inc. Right-of-Way Utilization Permit Maintenance Bond #0FL0575589 in the amount of \$10,000.00 for the Ruby Court - Tropical Pools and Spas, Inc. road improvements.

District 1 Bob Dallari

Lee Shaffer

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the Tropical Pools and Spas, Inc. project to have a Right-of-Way Utilization Maintenance Bond, specifically, Maintenance Bond #0FL0575589 for \$10,000.00 (Old Republic Surety), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located 587 Ruby Court and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Ruby Court -Tropical Pools and Spas, Inc. Right of Way Utilization Permit Maintenance Bond #0FL0575589 in the amount of \$10,000.00 for the Ruby Court Right-of-Way – Tropical Pools and Spas, Inc. road improvements.

ATTACHMENTS:

1. ROW Utilization Permit Maintenance Bond
2. Power of Attorney

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Kathleen Furey-Tran)</p>

RIGHT-OF-WAY USE PERMITTING

RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND
(Streets, Curbs, Storm Drains)

KNOW ALL MEN BY THESE PRESENTS:

That we Tropical Pools & Spas, Inc., whose address is 587 Ruby Court, Maitland, FL 32751, hereinafter referred to as "PRINCIPAL" and Old Republic Surety, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of \$ 10,000.00 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as 587 Ruby Court, recorded in Plat Book 13, Page(s) 38, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated April 6, 2007, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from April 6, 2007;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from April 6, 2007, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer 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 the said permit 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 hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be 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 the 3rd day of May, 2007.

Name and Address:
Adam Alstott
587 Ruby Court
Maitland, Fl 32751

Tropical Pools & Spas, Inc. (Seal)
PRINCIPAL

By: [Signature] Its: President
(If a corporation)



Attest: [Signature] Its: _____
(If a corporation)

Name and Address:
Cathy A Baker
Insurance by Ken Brown Inc
P O Box 948117
Maitland, Fl 32794-8117

Old Republic Surety (Seal)
SURETY

By: [Signature] Its: _____
(Its Attorney-in-Fact)

Attest: [Signature]

(App E, LDC, through Supp 16).

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KENNETH M. BROWN, CATHY A. BAKER, MARGARET E. SMITH, OF ORLANDO, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$5,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

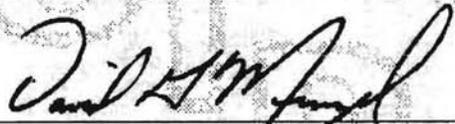
RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of MAY, 2006.



Assistant Secretary



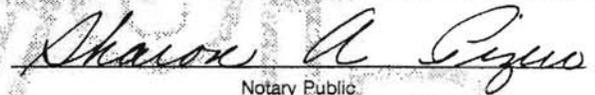
OLD REPUBLIC SURETY COMPANY



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22ND day of MAY, 2006, personally came before me, JAMES E. LEE and DAVID G. MENZEL to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires: 01/18/2009

CERTIFICATE

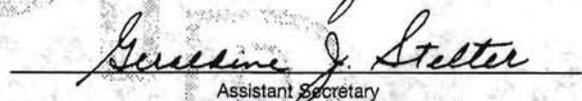
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2963



Signed and sealed at the City of Brookfield, WI this 30th day of May 2007

INSURANCE BY KEN BROWN, INC.



Assistant Secretary

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Satisfaction of Code Enforcement Lien – Case No. 09-09-CEB – Lavictor and Latonya Pelt, 2737 Teak Place, Lake Mary

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Carolyn Jane Spencer **EXT:** 7403

MOTION/RECOMMENDATION:

Approve the Satisfaction of Lien in the amount of \$959.32, Case No. 09-09-CEB, on 2737 Teak Place, Lake Mary, Tax Parcel # 03-20-30-5PZ-0000-0800, Lavictor and Latonya Pelt, and authorize the Chairman to execute a Satisfaction of Lien.

District 5 Brenda Carey

Tina Williamson

BACKGROUND:

In response to a complaint on September 23, 2008, the Code Enforcement Officer observed the following violation located at 2737 Teak Place, Lake Mary: Uncultivated vegetation in excess of 24” in height and located within 75’ from any structure which is in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (h).

The timeline on this violation is below:

DATE	ACTION	RESULT
January 22, 2009	Code Board Hearing – Findings of Fact, Conclusions of Law and Order	Findings of Fact, Conclusions of Law and Order entered by the Code Enforcement Board setting a compliance date of February 5, 2009 or a fine of \$150.00 per day imposed until compliance is achieved
February 6, 2009	Affidavit of Non-Compliance	Violation remained
March 5, 2009	Affidavit of Compliance	Violation corrected. Property was out of compliance for 27 days @ \$150.00 per day
March 26, 2009	Code Board Hearing – Order Finding Compliance and Imposing Fine/Lien	Code Enforcement Board reduced the \$4,050.00 fine to \$959.32 and imposed a lien in that amount
June 16, 2009	Payment received in the amount of \$959.32	

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Satisfaction of Lien in the amount of \$959.32, Code Enforcement Board Case #09-09-CEB, on 2737 Teak Place, Lake Mary, Tax Parcel # 03-20-30-5PZ-0000-0800, Lavictor and Latonya Pelt, and authorize the Chairman to execute a Satisfaction of Lien.

ATTACHMENTS:

1. Findings of Fact
2. Affidavit Of Non Compliance
3. Affidavit Of Compliance
4. Order imposing Lien
5. Check and receipt
6. Property Appraiser Data
7. Satisfaction of Lien

Additionally Reviewed By:

County Attorney Review (Melissa Clarke)

MA. ANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07126 Pgs 0909 - 910; (2pgs)
CLERK'S # 2009010301
RECORDED 01/30/2009 12:03:16 PM
RECORDING FEES 18.50
RECORDED BY G Harford

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

CASE NO. 09-09-CEB

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

Petitioner,
vs.

**LAVICTOR & LATONYA PELT &
U.S. BANK, N.A.
PARCEL I.D. NO. - 03-20-30-5PZ-0000-0800**

Respondents.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: *[Signature]*
DATE: 1/28/09

RETURN TO SANDY MCCANN

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 09-09-CEB, it is determined that the Respondents are:

- (a) the owners of record of the property (Tax Parcel ID # 03-20-30-5PZ-0000-0800) located at 2737 Teak Place, Lake Mary, located in Seminole County and legally described as follows:

LOT 80 THE COVE PH 2
PB 58 PGS 73 - 78

- (b) in possession or control of the property, and
- (c) in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (h).

It is hereby ordered that the Respondents shall correct the violation on or before February 5, 2009. In order to correct the violation, the Respondents shall take the following remedial action:

- 1) REMOVE UNCULTIVATED VEGETATION IN EXCESS OF 24 INCHES IN HEIGHT AND LOCATED WITHIN 75 FEET FROM ANY STRUCTURE

If the Respondents do not comply with the Order, a fine of \$ 150.00 per day will be imposed for each day the violation continues or is repeated after compliance past February 5, 2009.

LAVICTOR & LATONYA PELT & U.S. BANK, N.A.

The Respondents are further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

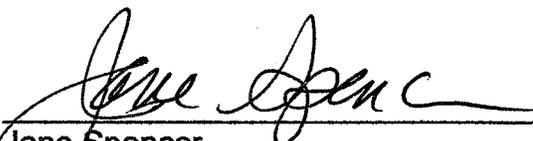
DONE AND ORDERED this 22nd day of January 2009, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA


TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 22nd day of January 2009, by Tom Hagood, who is personally known to me.


Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

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

CASE NO: 09-09-CEB

1 2009 FEB 12 PM 02:21:01

Petitioner,
vs.

Lavictor & Latonya Pelt

Respondent.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07134 Pg 0036; (1pg)
CLERK'S # 2009015956
RECORDED 02/12/2009 02:21:01 PM
RECORDING FEES 10.00
RECORDED BY G Harford

AFFIDAVIT OF NON-COMPLIANCE

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

1. That on **January 22, 2009**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **February 5, 2009**.
3. That a re-inspection was performed on **February 6, 2009**.
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **the uncultivated vegetation in excess of 24" in height, within 75' of a structure remains on the property.**

FURTHER AFFIANT SAYETH NOT.

DATED this 6th day of February, 2009

Pamela Taylor
Pamela Taylor, Code Enforcement Officer

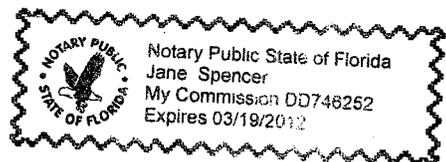
STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 6th day of February 2009, by **Pamela Taylor** who is personally known to me.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL

BY: *Jane Spencer*
DATE: 2/11/09

Jane Spencer
Notary Public in and for the County
and State Aforementioned



RETURN TO SANDY MCCANN

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Case No. 09-09-CEB

SEMINOLE COUNTY, a political
subdivision of the State of Florida

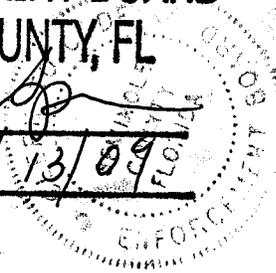
Petitioner,
vs.

Lavictor & Latonya Pelt

Respondent.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL

BY: [Signature]
DATE: 3/13/09



AFFIDAVIT OF COMPLIANCE

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

1. That on **January 22, 2009** the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **February 5, 2009**.
3. That a re-inspection was performed and the Respondent was in compliance on **March 5, 2009**.
4. That the re-inspection revealed that the corrective action ordered by the Board has been taken.

FURTHER AFFIANT SAYETH NOT.

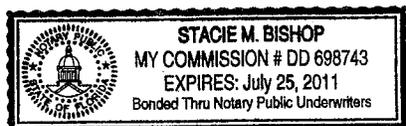
DATED this 5th day of March 2009.

[Signature: Pamela Taylor]
Pamela Taylor, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 5th day of March 2009, by Pamela Taylor, who is personally known to me.

[Signature: Stacie M. Bishop]
Notary Public in and for the County
and State Aforementioned



RETURN TO SANDY MCCANN

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2009032250 BK 07157 Pg 0493: (1pg) RECD 03/25/2009 02:29:24 PM
REC FEES 0.00, RECD BY G Harford

MARY E MORBE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07164 Pgs 1187 - 1188; (2pgs)
CLERK'S # 2009037283
RECORDED 04/07/2009 01:15:14 PM
RECORDING FEES 18.50
RECORDED BY J Eckenroth

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

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

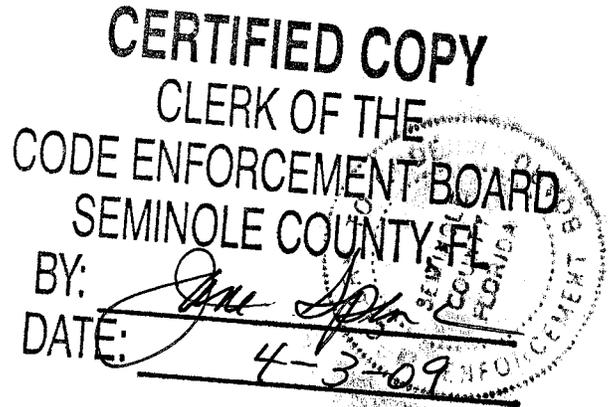
CASE NO. 09-09-CEB

Petitioner,

vs.

**LAVICTOR & LATONYA PELT &
U.S. BANK, N.A.**
PARCEL I.D. NO – 03-20-30-5PZ-0000-0800

Respondent.



ORDER FINDING COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel I.D. # 03-20-30-5PZ-0000-0800) located at 2737 Teak Place, Lake Mary, located in Seminole County and legally described as follows:

LOT 80 THE COVE PH 2
PB 58 PGS 73 - 78

This case came on for public hearing before the Code Enforcement Board of Seminole County on January 22, 2009, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (h).

Said Order stated that a fine in the amount of \$150.00 per day would be imposed if the Respondent did not take certain corrective action by February 5, 2009.

An Affidavit of Non-Compliance has been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action has not been obtained after reinspection on February 6, 2009.

An Affidavit of Compliance has been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action has been obtained after reinspection on March 5, 2009.

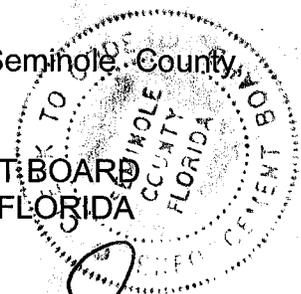
Accordingly, it having been brought to the Board's attention that Respondent has complied with the Order dated January 22, 2009, the Board orders that a fine in the amount of \$4,050.00 for 27 days of non-compliance at \$150.00 per day, from February 6, 2009 through and including March 4, 2009, **be reduced to \$959.32.**

The Order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violations exist and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 26th day of March 2009, in Seminole County, Florida.

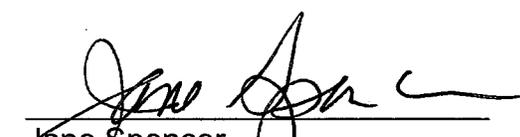
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

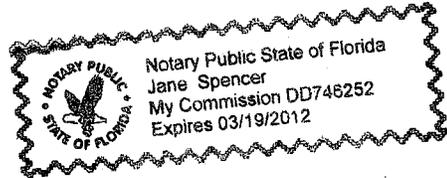

TOM HAGOOD, CHAIR



STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 26th day of March 2009, by Tom Hagood, who is personally known to me.


Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires



HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CitiMortgage

CitiMortgage, Inc.
Accounts Payable - M.S. 45
1000 Technology Drive
O'Fallon, MO 63368-2240

Citibank, N.A.
One Penn's Way
New Castle, DE 19720

CHECK NO. 62-20
311

130067921

CHECK DATE
06/12/09

*****959.32*****

NINE HUNDRED FIFTY NINE AND 32/100

Agent for Citibank, N.A.

Richard E. Parker

Security Features
Details on Back

PAY TO THE ORDER
SEMINOLE COUNTY
101 EAST FIRST ST
SANFORD FL 32771-1468

⑈ 13006792

RECEIPT

No 71800

SEMINOLE COUNTY, FLORIDA

Date 6-16 2009

Received from CitiMortgage

Address _____

Description LA Victor + LaTONYA Pelt + US BANK, NA

Account Number 00100.354200.110100 Amount 959.32

Description Case 09-09-C&B

Total Amount 959.32

Board of County Commissioners

Check No. 13006792 Cash _____

By Charlene Keller

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>																																																													
<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 03-20-30-5PZ-0000-0800</p> <p>Owner: PELT LAVICTOR & LATONYA</p> <p>Mailing Address: 2371 PINEBROOK CT</p> <p>City,State,ZipCode: OVIEDO FL 32766</p> <p>Property Address: 2737 TEAK PLACE LAKE MARY 32746</p> <p>Subdivision Name: THE COVE PH 2</p> <p>Tax District: 01-COUNTY-TX DIST 1</p> <p>Exemptions:</p> <p style="padding-left: 40px;">Dor: 01-SINGLE FAMILY</p>	<p style="text-align: center;">VALUE SUMMARY</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">VALUES</th> <th style="text-align: center;">2009 Working</th> <th style="text-align: center;">2008 Certified</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Value Method</td> <td style="text-align: center;">Cost/Market</td> <td style="text-align: center;">Cost/Market</td> </tr> <tr> <td style="text-align: center;">Number of Buildings</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Depreciated Bldg Value</td> <td style="text-align: right;">\$163,340</td> <td style="text-align: right;">\$239,934</td> </tr> <tr> <td style="text-align: center;">Depreciated EXFT Value</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td style="text-align: center;">Land Value (Market)</td> <td style="text-align: right;">\$49,000</td> <td style="text-align: right;">\$54,000</td> </tr> <tr> <td style="text-align: center;">Land Value Ag</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td style="text-align: center;">Just/Market Value</td> <td style="text-align: right;">\$212,340</td> <td style="text-align: right;">\$293,934</td> </tr> <tr> <td style="text-align: center;">Portability Adj</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td style="text-align: center;">Save Our Homes Adj</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td style="text-align: center;">Assessed Value (SOH)</td> <td style="text-align: right;">\$212,340</td> <td style="text-align: right;">\$293,934</td> </tr> </tbody> </table> <p style="text-align: center;">Tax Estimator</p>	VALUES	2009 Working	2008 Certified	Value Method	Cost/Market	Cost/Market	Number of Buildings	1	1	Depreciated Bldg Value	\$163,340	\$239,934	Depreciated EXFT Value	\$0	\$0	Land Value (Market)	\$49,000	\$54,000	Land Value Ag	\$0	\$0	Just/Market Value	\$212,340	\$293,934	Portability Adj	\$0	\$0	Save Our Homes Adj	\$0	\$0	Assessed Value (SOH)	\$212,340	\$293,934																											
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**SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL**

THIS instrument disclaims and releases the lien imposed by the Order Finding Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 09-09-CEB, filed against LAVICTOR & LATONYA PELT and filed by and on behalf of Seminole County, on March 26, 2009, and recorded in Official Records Book 07164, Pages 1187 - 1188, of the Public Records of Seminole County, Florida, against the following described real property:

LOT 80 THE COVE PH 2
PB 58 PGS 73 - 78

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

DATED this _____ day of _____, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____

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

As authorized for execution by the
Board of County Commissioners at their
August 11, 2009 regular meeting.

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Adopt Revised Seminole County Comprehensive Emergency Management Plan (CEMP)

DEPARTMENT: Public Safety

DIVISION: Administration - Public Safety

AUTHORIZED BY: Tad Stone

CONTACT: Shelly Brubaker

EXT: 5000

MOTION/RECOMMENDATION:

Adopt revised Comprehensive Emergency Management Plan (CEMP) Resolution as required by the provisions of Rule Chapters 9G-6 and 9G-7, Florida Administrative Code (FAC).

County-wide

Tad Stone

BACKGROUND:

The Seminole County Comprehensive Emergency Management Plan (CEMP) has recently been reviewed by the Florida Division of Emergency Management. On June 9, 2009, the Plan was found to meet the compliance criteria, as set forth in accordance with the provisions of Rule Chapters 9G-6 and 9G-7, Florida Administrative Code (FAC). Rule 9G-6 requires that once the Plan has been found to be in compliance, the revised CEMP be adopted by Resolution by the Board of County Commissioners.

The last major revision to our CEMP was in 2005. Since that time, Seminole County has experienced continual growth in population, infrastructure, and economic development. Additionally, Seminole County has endured repeated natural and man-made emergencies, specifically the recent floods, wildfires, Swine Flu (H1N1 virus), and tropical events. The Seminole County EOC was activated numerous times in the last four years, in preparation and response for tropical events, airplane incidents, and the H1N1 virus. The CEMP has been revised to include the tenants of the National Incident Management System and Incident Command System, pursuant to Presidential Directive 5 and 8. This revised CEMP accurately describes the actions Seminole County takes to prepare, respond, recover, and mitigate from any crisis.

STAFF RECOMMENDATION:

Staff recommends the Board adopt the revised Comprehensive Emergency Management Plan (CEMP) Resolution as required by the provisions of Rule Chapters 9G-6 and 9G-7, Florida Administrative Code (FAC).

ATTACHMENTS:

1. CEMP Basic Plan
2. Recovery 10-31-09
3. Letter for Promulgation
4. Mitigation
5. Resolution

Additionally Reviewed By: No additional reviews

BASIC PLAN

I. INTRODUCTION

Chapter 252 of the Florida State Statute requires the preparation of this document. This Plan enables Seminole County Government to prevent or mitigate the impact of, prepare for, respond to, and recover from a variety of disasters that may affect the citizens of Seminole County. The CEMP provides a framework that is consistent with the National Incident Management System (NIMS) and utilizes the Incident Command System, (ICS) through which Seminole County and its municipalities may prevent, prepare for, respond to, recover from and mitigate the impact of various disasters. Responsibilities for the County, municipalities, divisions, and departments through an Emergency Support Function (ESF) approach to planning and operations are clearly defined in this Plan. Each Emergency Support Function has a standard operating guideline which incorporates the NIMS and ICS structure.

In February, 2003 Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents was issued. In that directive, the President directed the Secretary of Homeland Security to develop, submit for review to the Homeland Security Council and administer a National Incident Management System (NIMS). In March 2004, the Secretary of Homeland Security released the National Incident Management System (NIMS). Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, requires all Federal, State, Local and Tribal agencies to adopt and implement the NIMS and requires these entities to implement the NIMS to receive Federal preparedness funding. On September 27, 2005 the Seminole County Board of County Commissioners adopted the NIMS. All municipalities within Seminole County adopted NIMS prior to the October 1, 2005 deadline.

The CEMP is operations oriented and addresses coordinated County evacuation, shelter, post-disaster response and recovery, rapid deployment and pre-deployment of resources, communications and warning systems, and annual exercises to determine the ability of local governments to respond to emergencies.

The CEMP describes the basic strategies, assumptions and mechanisms through which the County will mobilize resources and conduct activities to guide and support local emergency management efforts through preparedness, prevention, response, recovery and mitigation. To facilitate effective inter-governmental operations, the CEMP adopts a functional approach that groups the type of assistance to be provided under Emergency Support Functions (ESFs). Each ESF is headed by a lead agency, which has been selected based on its expertise, authorities, resources and capabilities in the functional area.

A. Purpose

The purpose of the Comprehensive Emergency Management Plan is to establish uniform policies and procedures for effective coordination of response to a wide

variety of natural and technological disasters using an all hazard approach. These emergencies may differ in size and severity and affect the health, safety and general welfare of the citizens of Seminole County.

To this end, Seminole County has incorporated the concepts and principles of the NIMS including Incident Command System (ICS) characteristics such as common terminology, modular organization, management by objectives, incident action planning, manageable span of control, pre-designated incident facilities, comprehensive resource management, integrated communications, transfer of command, unity of control, unified command, personnel and resource accountability and information and intelligence management.

Inclusion of the NIMS and ICS structure in the CEMP provides for the following:

- Ensures common and proven incident management doctrine, practices, and principles are used to plan for, protect against, respond to, and recover from emergency incidents and preplanned events;
- Maintains a response operation capable of expanding to meet an escalating situation and the ability to integrate resources and equipment from intrastate and interstate mutual aid agreements, State-provided assistance, and Federal government response;
- Enables ordering and tracking of response assets using common resource typing and definitions and draw on mutual aid agreements for additional assistance;
- Establishes staging and allocation plans for the re-distribution of equipment, supplies and aid coming into the area from other localities, States, or the Federal government through mutual aid agreements;
- Provides the ability to conduct situational assessments and establish the appropriate ICS organizational structure to effectively manage the incident; and
- Establishes communication processes, procedures and protocols that will ensure effective interoperable communications among emergency responders and multi-agency coordination systems – Emergency Operations Center.

The CEMP is designed to accomplish the following specific purposes:

1. Reduce the vulnerability of people and communities of this County to damage, injury and loss of life and property resulting from natural, technological or manmade emergencies, terrorism, catastrophes, or hostile military or paramilitary action.

2. Prepare for prompt and efficient response and recovery to protect lives and property affected by emergencies.
3. Respond to emergencies using all systems, plans and resources necessary to preserve the health, safety and welfare of the citizens and visitors to Seminole County.
4. Recover from emergencies by providing for the rapid and orderly start of restoration and rehabilitation of persons and property affected by the emergencies.
5. Provide an emergency management system embodying all aspects of pre-emergency preparedness and post-emergency response, recovery and mitigation.
6. Minimize damage to property, material shortages and service system disruption, which would have an adverse impact on the residents, the economy and the well being of the County.
7. Manage emergency operations within the County by coordinating the use of resources available from municipal governments, private industry, civic and volunteer organizations and State and Federal agencies.

B. Scope

The Basic Plan describes the various types of emergencies and disasters that are likely to occur in Seminole County. The plan further provides procedures for disseminating warnings; provides procedures for determining, assessing and reporting the severity and magnitude of such disasters. The Basic Plan establishes the concepts under which County, Municipal and State Governments will respond to disasters by:

1. Defining the responsibilities of County officials and other governmental officials.
2. Defining the emergency roles and functions of County and municipal departments and agencies, private industry, volunteers and civic organizations.
3. Establishing a unified framework for the expeditious and efficient deployment of County resources using the Emergency Support Function (ESF) concept.
4. Outlining the type of recovery assistance available to individuals, businesses and public entities.

C. Methodology

Initial input was through the operationalism of the functional and systematic approach to management of emergencies used in the Seminole County Comprehensive Emergency Management Plan. Input was provided through the development of the Emergency Support Functions (ESFs) as defined in the National Response Plan and in the Florida Comprehensive Emergency Management Plan. The development of the ESFs has been an ongoing process; each ESF will incorporate NIMS and the Incident Command structure into their emergency operations plans. Many of the municipalities, County and State agencies have provided input into the plan.

All operations under this Plan will be undertaken in accordance with the Division's mission statement: *Provide a resilient emergency management structure to improve the quality of life in the community through mitigation, preparedness, response and recovery.*

Local, State, and Federal emergency plans will integrate the National Incident Management System (NIMS) in their emergency management plans and programs in order to provide effective and timely support to the citizens of Seminole County in the event of a major disaster or emergency. As such, the CEMP establishes a framework for the effective coordination of preparedness, prevention, response, recovery, and mitigation actions at all levels of government.

Recognizing that the local emergency response is primary during an emergency or disaster, the county will coordinate with local officials to augment local emergency resources as needed.

In accordance with efforts to create a county-wide Continuity of Operations (COOP) Plan, all agencies and local governments must be prepared to respond to emergencies and disasters even when government facilities, vehicles, personnel, and political/decision-making authorities are affected.

When deemed necessary, the Seminole County Emergency Management Division will initiate requests for assistance from both Federal Government, and nearby counties, through the State of Florida, Division of Emergency Management.

All activities taken under the CEMP will reflect the use of the Incident Command System (ICS) and the National Incident Management System (NIMS). The plan will be reviewed on an annual basis and changes will be incorporated into the plan on a regular basis. As the plan is improved through exercises or actual incidents, each ESF, Municipality and County Department will be issued the current update and the date and revision number will be listed.

II. SITUATION

This section of the CEMP provides a summary of the County's population, the major hazards the County is vulnerable to, and several planning assumptions that were considered in the planning process.

A major or catastrophic emergency will overwhelm the capabilities of Seminole County and its municipalities to provide prompt and effective emergency response and emergency short-term recovery measures. Numerous separate hazardous conditions and other emergencies as a result of a major event can be anticipated. Thousands of emergency victims may be forced from their homes and a large number of injured and deceased victims could be expected.

Transportation infrastructures will be damaged and local transportation services will be disrupted. Widespread damage to commercial telecommunication facilities will be experienced and the ability of governmental response and emergency response agencies to communicate will be impaired.

Homes, public buildings and other critical facilities and equipment will be destroyed or severely damaged. Debris may make streets and highways impassable. The movement of emergency supplies and resources will be seriously impeded. Public utilities will be damaged and either fully or partially inoperable. Many County and Municipal emergency personnel will be victims of the emergency, preventing them from performing their duties. Numerous separate hazardous conditions and other emergencies, as a result of the major event, can be anticipated.

Many victims will be in life-threatening situations requiring immediate rescue and medical care. There will be a shortage of a wide variety of supplies necessary for emergency survival. Hospitals, nursing homes, pharmacies and other health and medical facilities will be severely damaged or destroyed. Medical and health care facilities that do remain in operation will be overwhelmed by the number of victims requiring medical attention. Medical supplies will be in short supply.

Damage to fixed facilities, which generate, produce, use, store or dispose of hazardous materials could result in releases of hazardous materials into the environment. Food processing and distribution capabilities will be severely damaged or destroyed. There will be near total disruption of energy sources and prolonged electrical power failure.

There are a number of Special Facilities and populations that should be considered when doing an analysis. Special Facilities are those that would be, in effect, more vulnerable to the effects of given hazards than the general inventory of facilities or the general population. This could include portable or mobile buildings, which are unable to withstand the effects of a natural disaster such as a hurricane or tornado winds, or a population that is not able to protect themselves without assistance, such as a hospital or nursing homes.

Section 6 of the Local Mitigation Strategy provides a detailed summary of the hazards and vulnerabilities for the County and Municipalities.

A. Hazard Analysis

Hazard Analysis is the degree to which the County is vulnerable to disasters. Identifying the hazards is the first step in any effort to reduce community risk. Hazard analysis involves identifying all of the hazards that potentially threaten a community and analyzing them individually to determine the degree of threat that is posed by each. Hazard analysis determines:

- What hazards can occur.
- How often they are likely to occur.
- How severe the situation is likely to get.
- How these hazards are likely to affect the community.
- How vulnerable the community is to the hazard.

This information is used in the development of emergency response plans, mitigation plans, and recovery plans. It indicates which hazards merit special attention, what actions might be taken to reduce the impact of those hazards, and what resources are likely to be needed. Hazard analysis requires completion of five steps:

1. Identifying the hazard.
2. Profile each hazard.
3. Develop a community profile.
4. Compare and prioritize risk.
5. Create and apply scenarios.

The first step in hazard analysis is to put together a list of hazards that may occur in Seminole County. A community hazard analysis considers all types of hazards. Categories of hazards include natural hazards, such as tropical storms and geological events; technological hazards, such as power disruption, oil or gas pipelines and other hazardous materials facilities; and civil or political hazards such as a neighborhood that has been the scene of rioting or large demonstrations. Cascading emergencies occur when one hazard triggers others in a cascading fashion. For example, a tropical storm that ruptured natural gas pipelines could result in fires and explosions that dramatically escalate the type and magnitude of events.

Many residents and visitors of Seminole County are unaware of, or complacent about, the potential for severe disasters or accidents. All parts of Seminole County are subject to these disasters or accidents at any time, sometimes with little or no warning.

Seminole County is vulnerable to the following destructive forces:

1. Aircraft Accident
2. Civil Disorder

3. Communication Disruption
4. Critical Infrastructure Disruption
5. Disease and Pandemic
6. Droughts and Water Shortages
7. Exotic Pests and Disease
8. Extreme Heat
9. Flooding
10. Fires
11. Hazardous Materials
12. Hurricanes/Tropical Storms
13. Lightning
14. Major Transportation
15. Mass Migration
16. Nuclear
17. Radiological
18. Sinkholes
19. Special Events
20. Technological
21. Terrorism (CBRNE)
22. Tornadoes and Thunderstorms
23. Utility Interruption
24. Winter Storm

Aircraft Accident

Seminole County has three (3) smaller air strips on the east side of Seminole County in Geneva, Lake Harney area, and Chuluota capable of landing a small aircraft (i.e. Cessna). In addition, many smaller planes use lakes as landing and take-off locations. The largest airport in Seminole County is an international airport inside the City of Sanford.

The Orlando Sanford International Airport (SFB) is situated on approximately 2,000 acres in the boundaries of the City of Sanford in the northwestern section of Seminole County. The Sanford Airport Authority is responsible for the operation, maintenance, and development of the SFB airstrips. In the year 2007, the SFB statistics included 294,781 landings and takeoffs; 7,496 tons of cargo; and 1,780,495 passenger arrivals and departures. A majority of the passengers arriving and departing from SFB are international travelers.

Civil Disorder

Although the federal government recognizes that the United States has entered the post-cold war era, federal planning guidelines on military threats are in transition. For hazard analysis purposes, it is prudent to scale back on the magnitude of nuclear events for other more likely scenarios.

For threats of armed violence, it is very likely that joint jurisdictional management of the operations will take effect, coordinated at the County level between the Sheriff's Office, Florida Department of Law Enforcement (FDLE), and the Division of Emergency Management. For any of these scenarios, some degree of state and federal involvement is most likely to occur.

Critical Infrastructure Disruption

This type of attack will be dealt with by using the Seminole County Terrorism Annex. ESF #2, *Communications*, in coordination with Information Services, will be responsible for Cyber-Terrorism. ESF #4, *Firefighting*, ESF #10, *Hazardous Materials*, and ESF #16, *Law Enforcement* will use specialized personnel and equipment to deal with hazardous incidents.

Communication Disruption

Seminole County relies on communication equipment to coordinate preparedness, response and recovery efforts during times of disaster. The County maintains an 800 megahertz radio system that is interoperable with all municipal and surrounding counties that support 800 MHz systems. For those counties that do not have 800 MHz networks, Information Technology Service has been working on meshing various frequencies together to provide communication with those organizations. During times of disaster, standard phone lines may become overloaded or systems may be damaged. Satellite phones have been placed at various locations around the County to provide redundancy.

Disease and Pandemic Outbreaks

The Department of Health is the lead agency if an outbreak occurs; they have been training employees on their duties if an outbreak occurs in Seminole County. The Department of Health has plans in place, including; the use of the Strategic National Stockpile, how to identify the outbreak, and how to determine the particular diseases. A Memorandum of Understanding (MOU) has been signed with Seminole County Government and the School Board on the use of the schools as Points of Distribution.

The Seminole County Division of Emergency Management and Department of Health continue to monitor pandemic and disease outbreaks for their potential to harm the citizens of Seminole County. Quarantine and isolation are both methods that may be utilized to help decrease the potential for spread of any disease.

Drought and Water Shortages

In the past, most of Central Florida has suffered from droughts to the extent that unnecessary water use has been curtailed by legislation. This curtailment, imposed by local governments and the St. Johns Water Management District, was accomplished by water restriction use during designated hours and alternate days.

Exotic Pests and Diseases

To date Seminole County has not experienced an outbreak of this nature. The Agriculture Extension Service maintains vigilance and keeps in contact with the surrounding counties that have had such incidents. If an outbreak occurs, they will notify the proper agency and request assistance.

Extreme Heat

Heat-related deaths and illness are preventable yet annually many people succumb to extreme heat. Historically, from 1979-2003, excessive heat exposure caused 8,015 deaths in the United States. During this period, more people in this country died from extreme heat than from hurricanes, lightning, tornadoes, floods, and earthquakes combined. In 2001, 300 deaths were caused by excessive heat exposure.

People suffer heat-related illness when their bodies are unable to compensate and properly cool themselves. The body normally cools itself by sweating. But under some conditions, sweating just isn't enough. In such cases, a person's body temperature rises rapidly. Very high body temperatures may damage the brain or other vital organs.

Temperatures that hover 10 degrees or more above the average high temperature for the region and last for several weeks are defined as extreme heat. Humid or muggy conditions, which add to the discomfort of high temperatures, occur when a "dome" of high atmospheric pressure traps hazy, damp air near the ground. Excessively dry and hot conditions can provoke dust storms and low visibility. Droughts occur when a long period passes without substantial rainfall. A heat wave combined with a drought is a very dangerous situation.

Fires

Seminole County is susceptible to wildfires throughout the year, particularly during the months with minimal rainfall amounts. The major cause of brush fires and forest fires is due to residents not conforming to the burning regulations in effect and not considering the conditions as they exist (dry or windy conditions). The spring is the highest period for lightning caused fires fueled by strong spring winds and lack of rainfall during the same period. In recent years, homes and businesses have been threatened by encroaching wildfires.

Due to the extremely hot and dry conditions during the summer of 1998, Central Florida became engulfed in wild fires unlike it had ever experienced before. Some of the more significant events of this wild fire summer were the cancellation of the "Pepsi 400" NASCAR race on July 4th, the total evacuation of Flagler County and a statewide burn ban and fireworks ban.

In June, 1998 Florida had been suffering through an unusually long drought caused by the “La Nina” weather pattern. Seminole County experienced severe brush fire activity. Approximately 2,000 acres burned in the Geneva area and destroyed 12 residences. There were no fatalities or injuries, but the dollar loss was approximately \$1.1million.

Flooding

Since much of Seminole County is flood prone, it is greatly affected by heavy rains. The areas most affected by heavy rains are located in the northeastern and eastern parts of the County, which are sparsely populated. These residents are along the St. John’s River, Econolacahatchee River, Lake Monroe, Lake Jessup and Lake Harney. The residents primarily reside in mobile homes with scattered site built homes along these waterways.

Due to the potential danger of flooding, wind damage, power outages and road closures in the eastern and western portion of our County, residents along the St. John’s River, Wekiva River, and our lake home residents in these locations, shall be considered for recommended or mandatory evacuations in preparation for an Atlantic land-falling hurricane.

The time needed to notify these residents plus complete the evacuation process makes for critical Public Safety considerations.

The County has approximately 5,500 homeowners and 500 businesses that could be affected by flooding during a 100-year flood. These businesses and homeowners have been identified by address and GIS mapping. The County has notified all the affected residents and business owners and provided them with assistance brochures pertaining to the possible flooding and the National Flood Insurance Program (NFIP). In many flood prone areas, the terrain is heavily wooded with vast areas of marshlands, which receive the overflows from Lake Monroe, Lake Harney, Lake Jessup and the St. John’s River. Another problem area is U.S. Highway 17-92, where it runs parallel to Lake Monroe. According to the flood prone map, this main artery will be under water after 10 inches of rain.

According to a 100-year storm calculation, portions of this main artery might be under water after such a storm. Previously identified flood prone areas close to home and business owners are less of a flood threat today due to the County’s aggressive Storm Water Management efforts. When new subdivisions, commercial developments or road widening projects are undertaken, the County provides substantial allowances for storm water runoff, away from populated areas. Road and residential flooding is significantly improved throughout Seminole County.

Seminole County has several systems for notification to residents for flood threats, as well as other significant events.

Some of these are as follows: National Weather Service notices, river gauges along the St. John's River, Emergency Satellite Communications link with the Florida Division of Emergency Management in Tallahassee, Dialogic Communicator notification system, Alert Seminole, the Florida Warning Information Network, Doppler radar and media releases.

There are no dams located in Seminole County

Hazardous Materials

Seminole County would not be affected by a coastal oil spill, but could feel the effects from a spill during an incident affecting the Florida Power and Light facility on the St. John's River in Volusia County at Highway 17-92 near the bridge.

The movement of people and materials throughout Seminole County has greatly increased. Accompanying this increased movement of people and materials is the increased risk of a disaster involving hazardous materials, such as petroleum products, volatile and toxic chemicals, radioactive materials, and explosives. Transportation of some of these materials and people is accomplished by the use of the railway system.

The CSX Railroad has one set of tracks passing through the west central and western sections of the County in a north-south direction. These tracks, used for the movement of freight and passengers through and into the County, cross four main highways and roads; namely, Lake Mary Boulevard, SR 434, CR 427 and SR 436, all heavily used by vehicular traffic.

Hurricanes/Tropical Storms

Wind damage from a storm itself is related to wind speed and the accompanying pressure that is exerted on structures. When the wind speed doubles, four times more force is exerted on a structure. Wind damage is also caused by hurricane spawned tornadoes. All of Seminole County would be vulnerable to damage from high winds. The greatest danger from winds will be to those living in structurally unsound housing and mobile homes. Seminole County is not susceptible to storm surge due to being located in the central part of the State.

In the summer of 2004, Hurricanes Charley, Frances and Jeanne impacted Seminole County. The Emergency Operations Center was fully activated and a Local State of Emergency was declared. County offices and schools were closed. Executive Orders were signed prohibiting price gouging and issuing a mandatory evacuation of mobile and manufactured homes. A mandatory curfew was issued. Public shelters and Special Needs shelters were opened and housed a total of 5,000 residents.

Lightning

Central Florida also has one of the highest density lightning flashes in the world. It is only surpassed by tropical Africa. Florida has about one million cloud-to-ground lightning strikes each year. The number one area for fatalities is in open fields, followed by water related areas, under trees, and driving equipment like farm tractors. These occurred mostly in the months of June and July in the afternoon averaging at about 4:00 p.m. Being struck by lightning does not mean it is always fatal. There are many survivors of lightning strikes.

Major Transportation

Seminole County is intersected by Interstate 4, and SR 417; both are high speed limited access highways. In the past we have had major incidents that have closed the highways down, completely. Seminole County responds not only Fire/Rescue, but the Special Hazards and Operations Team (SHOT). This team trains and carries equipment to handle any incident that could disrupt traffic.

Mass Migration

Pockets of migrant workers in Seminole County remain very low. These workers are drawn from the local work force and migrants, if any, are transported into the area on a daily basis to work in the farmlands of Seminole County.

The Port of Sanford and Lake Monroe Marina located in Seminole County are for smaller vessels. The likelihood of persons using water borne craft to arrive in Seminole County is remote, since access to waterway would begin at the mouth of the St. Johns River in Jacksonville, Florida.

Nuclear

The nearest nuclear power plant facility is in Crystal River, which is approximately 100 miles from Seminole County. It is important to note that nuclear waste from hospitals as well as commercial railways may travel through the County. This is a major concern as most railways in Seminole County travel through densely populated areas.

Radiological

Currently there are 3 threat scenarios for radiological terrorism. The most probable scenario for the near future would be a radiological dispersion device. Such a weapon can be developed and used by any terrorist with conventional weapons and access to radionuclides. A terrorist attack could also be made on a nuclear power plant using a commercial jet, heavy munitions, or internal sabotage. Although this would not directly affect Seminole County, officials would still have to prepare to be a host County for those evacuating from the “hot-zone”. The worst scenario, and the least

likely, is an organization diverting an existing nuclear device or procuring enough material and expertise to manufacture a nuclear device.

Following an event with uncontrolled radioactive material, such as a dirty bomb, public health officials need to answer three questions to guide their response: what were people exposed to or contaminated with, who was exposed or contaminated, how much exposure or contamination did each person have, and did it enter the body? Contamination can be primarily internal (that is, inside the body), primarily external (outside the body), or a combination of both. Handheld radiation detectors, like Geiger counters, generally are used for assessing externally deposited contamination by certain radioactive materials and are useful for prioritizing people for external decontamination. These detectors can be used to assess internal contamination in some specific cases.

Internal contamination cannot be reliably quantified by clinical assessment of early symptoms. The decision to medically treat people will depend on our ability to rapidly and accurately identify and quantify internal contamination. To direct appropriate medical treatment to the truly affected, we need a method to rapidly and accurately assess internal contamination for a broad array of radionuclides. The new methods for measurement of radionuclides are being developed to meet this need for internal contamination and dose assessment.

Sinkholes

Seminole County is susceptible to sinkhole and subsidence conditions. These conditions are monitored but, if the occurrence occurs on private property, it is the citizen's responsibility to repair the damage. If the condition exists on public property, the Public Works Department will take control of the situation. When citizens call, we request that they call E-911 to report the situation. Instructions are available on the Seminole County web site under the Emergency Management Division.

Special Events

There are numerous events in Seminole County that bring over 10,000 persons together in one venue. Of these, the largest event is the annual "Red Hot and Boom" celebration in the City of Altamonte Springs. This event draws more than 150,000 people to enjoy the July 4th celebration. In addition to "Red Hot and Boom", the City of Sanford's Fort Mellon Independence Day Celebration and Winter Springs event both have significant numbers of people on July 4th.

Technological

Technological disasters are those that stem from our reliance on technology, industry and machinery. They are caused by human-designed technology, though they may be exacerbated by weather and natural forces.

As technologies have been developed over the past century, so has the threat they pose to our communities. Seminole County has experienced the following:

- Spills or release of hazardous materials at the site of a manufacturer or use, or during transportation
- Structural fires and explosions
- Wide-spread power outages
- Commercial carrier transportation accidents

Terrorism (CBRNE)

State and Local governments have primary responsibility in planning for and managing the consequences of a terrorist incident using available resources in the critical hours before Federal assistance can arrive. The terrorist threat may represent Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) hazards, and/or other threats or a combination of several hazards. The initial detection of a Weapons of Mass Destruction (WMD) attack will likely occur at the local level by either first responders or private entities (e.g., hospitals, corporations, etc.). The detection of a terrorist incident involving covert biological agents will most likely occur through the recognition of similar symptoms or syndromes by clinical in-hospital or clinical settings. It is incumbent upon all county and municipal responders to be as well trained as possible in WMD response. The intricacies of the effective response demand the utmost cooperation among all responders, Federal, State, County and Municipalities.

Terrorism is a serious issue in Florida. Terrorism increases the likelihood of mass casualty and mass evacuation from a target area. For threats of armed violence, it is likely that joint jurisdictional management of the operation will take effect and will be coordinated at the County level between the Sheriff, Fire/Rescue, The Department of Health and FDLE.

Tornadoes and Thunderstorms

Florida is the State that experiences the most number of tornadoes per square mile. Florida had an average of 52 tornadoes per year since 1961, with an average of two fatalities per year. Florida tornadoes are generally of short duration and have a narrower path. Because of the unpredictable pattern of storms and tornadoes and the relatively high reoccurrence frequency, all of the State, including Seminole County is vulnerable to damage. As the number of structures and people increase, the potential damage and injury rates increase. Mobile and modular homes, poorly constructed and substandard housing apartment complexes, and low rent housing projects are extremely susceptible to damage and destruction.

In February, 1998 Seminole County was impacted by a band of major tornadoes crossing the state, partly due to the “El Nino” weather affect of 1997 and 1998. As a

result, weather patterns creating F2 and F3 tornadoes developed on February 22nd and 23rd. This resulted in the most devastating tornado to hit Central Florida. By the morning of February 23rd, 42 people had been killed, 259 injured, 700 structures destroyed and 3,000 structures damaged in Central Florida (Osceola, Orange, Seminole, Volusia and Brevard County). Seminole County suffered twelve fatalities and thirty-four injuries, primarily in the South Sanford area. There was damage to 321 homes, (42 destroyed, 260 had major damage and 19 had minimal damage). Eighteen commercial businesses were also destroyed. The total dollar loss was approximately \$5.355 million.

Utility Interruption

There are two major power companies that service Seminole County, Progress Energy and Florida Power and Light. Major disruption to power service could be caused by severe weather or damage to the power grid. In this event, officials would have to coordinate response to critical infrastructures and persons with special needs. Shelters may be required for special needs clients during long term outages. The Seminole County Division of Emergency Management maintains a critical infrastructure list for priority power restoration.

Additional utilities in Seminole County include: water facilities, sewer/solid waste, cable providers, telephone companies and cellular phone carriers.

Winter Storms

Extreme cold can immobilize an entire region. Even areas, such as Seminole County, that normally experience mild winters can be hit with a major extreme cold winter event. Winter storms can result in ice, localized flooding, closed highways, and blocked roads, downed power lines and hypothermia.

In December, 1989, a cold outbreak and hard freeze affected all 67 counties in Florida. Many daily and some monthly and all-time low temperature records were tied or broken. Low temperatures were in the teens in north and north central Florida and in the 20s the central and south central parts of the state. Snow and sleet fell as far south as a Sarasota to Melbourne line, with a maximum of two to three inches in the panhandle. Northeast Florida experienced its first white Christmas in recorded history and airports and interstates were closed. Many traffic accidents and several fatalities occurred on ice-covered roads. At least six people died of hypothermia and another four in space-heater related fires. Extensive crop damage, including a loss of about 30% of the \$1.4 billion citrus crop, left tens of thousands of migrant farm workers unemployed. Winter vegetables, berries, nursery ornamentals and fish suffered heavy losses. Power blackouts hit hundreds of thousands of residents at various times during the event.

B. Geographic Information

Seminole County is situated in the East Central part of Florida. It is bounded on the North by Volusia County, on the East by Brevard and Volusia Counties, on the West by Orange and Lake Counties, and on the South by Orange County.

Due to its unique geographical setting, Seminole County is vulnerable to a wide array of hazards that threaten its communities, businesses, and environment. To determine the hazards that pose the greatest threat, a “*Hazard and Risk Assessment by Population*” and “*Hazard and Risk Assessment by Geographic Areas*” was made. (Refer to *Figures 1 and 2 respectively*).

**FIGURE 1
SEMINOLE COUNTY HAZARD AND RISK ASSESSMENT
By POPULATION**

HAZARD and RISK ASSESSMENT MATRIX									
HAZARD CATEGORY	*SIGNIFICANCE of EVENT			H	FREQUENCY OF EVENT			POPULATION AFFECTED	
	L	M	H		1 YR	5 YR	10 YR		
AIR TRANSPORTATION				X				X	1,000
CIVIL DISORDER	X							X	200
COMMUNICATION DISRUPTION				X			X		50,000
CRITICAL INFRASTRUCTURE DISRUPTION				X			X		50,000
DISEASE AND PANDEMIC				X				X	ALL
DROUGHTS AND WATER SHORTAGE				X				X	ALL
EXOTIC PESTS AND DISEASE	X							X	200
EXTREME HEAT				X			X		ALL
FIRES				X			X		5,000
FLOOD				X			X		6,000
HAZARDOUS MATERIALS (FIXED FACILITIES)				X					1,000
HAZARDOUS MATERIALS (TRANSPORTATION)				X			X		1,500
HURRICANE/TROPICAL STORMS				X				X	15,000
LIGHTNING				X			X		20,000
MAJOR TRANSPORTATION				X					1,000
MASS MIGRATION	X						X		200
NUCLEAR	X							X	600
POWER FAILURE				X			X		20,000
SINKHOLES		X							500
SPECIAL EVENTS		X					X		50,000
TECHNOLOGICAL				X			X		15,000
TERRORISM (CBRNE)		X						X	ALL
TORNADO				X			X		15,000
UTILITY INTERRUPTION				X			X		20,000
WINTER STORM				X			X		6,000

**FIGURE 2
SEMINOLE COUNTY HAZARD AND RISK ASSESSMENT**

By GEOGRAPHIC AREAS

HAZARD and RISK ASSESSMENT MATRIX

HAZARD CATEGORY	NORTH	NORTH EAST	NORTH WEST	SOUTH	SOUTH EAST	SOUTH WEST	CENTRAL	EAST	WEST
AIRCRAFT ACCIDENT	X	X	X						
CIVIL DISTURBANCES									
COMMUNICATION DISRUPTION	X	X	X	X	X	X	X	X	X
CRITICAL INFRASTRUCTURE									
DISEASE AND PANDEMIC	X	X	X	X	X	X	X	X	X
DROUGHT AND WATER SHORTAGE	X	X	X	X	X	X	X	X	X
EXOTIC PESTS AND DISEASE									
EXTREME HEAT	X	X	X	X	X	X	X	X	X
FLOODING	X								
FIRES									
HAZARDOUS MATERIALS	X	X	X	X	X	X	X	X	X
MAJOR TRANSPORTATION	X						X		X
MASS MIGRATION									
NUCLEAR									
RADIOLOGICAL									
SINKHOLES	X	X	X	X	X	X	X	X	X
SPECIAL EVENTS									
STORM SURGE									
TECHNOLOGY									
TERRORISM (CBRNE)									
TORNADOES AND THUNDERSTORMS	X	X	X	X	X	X	X	X	X
UTILITY INTERRUPTION	X	X	X	X	X	X	X	X	X
WINTER STORM									

Seminole County has 293 square miles of land, including small lakes, and 52 square miles of water. A large portion of the water area is located in the Northern and Eastern areas of the County and is fresh water lakes, rivers and marshlands. Our three largest lakes (Harney, Jessup, and Monroe) are all connected and fed by the North flowing St. Johns River. Lake Jessup, located in the Central part of the County, covers an area of approximately 10,011 surface area acres. There are numerous lakes, ponds and streams located throughout Seminole County; a large portion of which are located in residential areas and subdivisions. The average elevation of the County is 138 feet above mean sea level, according to a cross section of the geographic formation of Seminole County.

While at the present time areas of the Northwestern and Eastern areas of Seminole County are undeveloped or used for grazing areas, the growth of other areas of the County is becoming quite dense.

Future land use provides sufficient amounts of each land use type to accommodate projected land use trends, with adequate land reserve remaining for market flexibility, contingency and a long standing commitment to preservation of conservation areas. Environmentally sensitive areas are recognized within the Seminole County development and planning codes and are regulated by the Planning and Development Department. New development in Seminole County must be reviewed and approved by the Development Review Committee and the Board of County Commissioners.

Wetland types occurring in Seminole County were identified and classified in "*A Wetlands Study of Seminole County*" prepared by the Center for Wetlands, University of Florida. Seven wetland types were identified and each was classified and assigned a numerical code. Wetlands have been determined to perform functions valuable to public interest. These include shoreline protection, storage of stormwater, water purification, groundwater recharge and habitat for wildlife. The information serves as the basis for the County's Wetlands Management Program.

The County's major stormwater conveyance system is comprised of a system of private, once inadequately maintained, agricultural ditches and canals connected to natural streams, which feed into the major lakes and rivers. In an effort to assess Seminole County stormwater, a study was conducted in 1987 and a comprehensive stormwater management program was undertaken. A program strategy has been developed to systematically identify and improve existing conditions. County design standards are anticipated to adequately control the impact of new growth.

Seminole County has an abundance of significant natural resource areas. Most notable are the Wekiva, St. Johns, and Econlockhatchee Rivers, which are of statewide significance. The preservation of both the quantity and quality of these resources is vital to the function of these resources, and to ensure the continued attractiveness of Seminole County. Historically, attention has focused on surface water, wetland and flood prone area protection. The County's flood prone and wetland ordinances were a critical step in providing protection to the wetlands. The conservation element addresses the long-range implementation of

programs aimed at meeting recent environmental legislation and preserving the County’s natural amenities.

There are approximately 5,500 residents in Seminole County that could be affected by a 100-year storm. These residents have been notified of the impending flooding conditions that could exist and are being advised to review their insurance issues. The decision to provide sandbags and fill dirt is the decision of the Public Works Director. The County is currently providing ongoing maintenance and structural improvements to existing drainage systems to ensure the continued proper operation of the storm water facilities (see the Comprehensive Plan, Revised in 2004, for additional information pertaining to flooding).

C. Demographics

Seminole County has a 2006 population of 403,335 and is broken into age groups as follows:

<u>AGE</u>	<u>POPULATION</u>	<u>PERCENT</u>
0-19	106,946	26
20-64	250,507	62
65+	45,882	12
TOTAL	403,335	100.0

This figure includes the unincorporated areas and the seven cities within the County and the population is projected to grow at a rate of 20 people per day. These estimates and projections were made by the Comprehensive Planning Division of the Department of Planning and Development, in conjunction with the University of Florida. It is estimated that the County-wide population will reach 434,195 by the year 2011. More than 155,570 residents live in the urbanized four-city area of Altamonte Springs, Casselberry, Longwood and Winter Springs. In contrast, 105,304 live in Oviedo, Lake Mary, and Sanford, the County seat.

The school system has 67,470 students enrolled in nine high schools, eleven middle schools and thirty-eight elementary schools. Seminole Community College, in Sanford, has an enrollment of 29,788 students in degree programs and also offers many continuing education and leisure programs. Seminole County has three hospitals with a total bed capacity of 773; Central Florida Regional in Sanford has 226 beds, Florida Hospital Altamonte in Altamonte Springs has 341 beds, and Orlando Regional South Seminole Hospital in Longwood is a 206 bed facility.

Due to its unique geographical setting, Seminole County is vulnerable to a wide array of hazards that threaten its communities, businesses, and environment. To determine the hazards that pose the greatest threat, a “*Hazard and Risk Assessment by Economic Profile*” was made. (Refer to Figure 3).

The City of Sanford is the County seat which has 43,748 residents and is located in the north central section of the County on Lake Monroe.

Altamonte Springs is located in the southwest section of the County. It is a commercial center with a resident population of 43,399. State Road, (SR) 436 divides the city into north and south areas and is heavily populated with restaurants, motels, office buildings and retail outlets. Although, Interstate-4, (I-4), runs in an east to west direction through the state, it takes a north to south direction through Seminole County, and divides the City of Altamonte Springs into east and west areas. The Intersection of I-4 and SR 436 are considered one of the busiest intersections in Central Florida, along with U. S. Highway 17-92.

Casselberry, adjacent and east of Altamonte Springs, is primarily a residential community and has 23,182 residents. SR 436 cuts across the southern boundary and is populated mainly by office buildings, restaurants and retail outlets. U.S. Highway 17-92, running north and south through the city, is a main artery for movement to and from Orange County and Orlando. The intersection of SR 436 and U.S. Highway 17-92 is the second busiest intersection in Seminole County.

Longwood, adjacent and north of Altamonte Springs, has 14,368 residents and is mainly a residential community. There are a moderate number of industrial parks and office complexes which are mainly located on SR 434, which runs east and west through the city on its southern boundary, and CR 427, which runs north and south through the central part of the city, divides it into east and west areas.

Oviedo, located in the south central section of Seminole County, has 30,345 residents and is a residential community. SR 434 traverses the city in a north south direction with CR 419 in the east west direction. On the west side of the city the boundary is Winter Springs with Seminole County unincorporated areas on the east, north, and south boundaries.

Winter Springs, adjacent and north of Casselberry, has 34,621 residents and is a residential community. SR 434 traverses through the city in an east to west direction. SR 419 runs through the southern section and SR 417 on the eastern boundary.

Lake Mary, located in the west central section of Seminole County, has become an upscale community of 13,211 residents. It has two large industrial plants in the western portion of the City and its three main traffic arteries are I-4 on the west side, U.S. Highway 17-92 on the east side, and Lake Mary Boulevard, which runs east and west and connects I-4 with U.S. Highway 17-92.

The daily capacity of inmates in the John Polk Correctional Facility is 1,046.

There are 39 hotels and 3 bed and breakfast inns in Seminole County, having a total of 4,400 rooms with the capability of housing 11,000 individuals. These hotels are mainly along I-4, SR 436, and U.S. Highway 17-92. Due to Seminole County's proximity to major tourist attractions in Central Florida, these facilities, during the tourist season, are occupied to approximately 65%, or 7,150 individuals. A vast majority of these tourists arrive in privately

owned vehicles. Those arriving by air at Orlando International Airport, which is 18 miles to the south, and the Orlando-Sanford International Airport located in Sanford arrive in rented vehicles. These figures do not reflect those tourists arriving by air, rail, or commercial transport, who are picked up and reside with relatives or friends during these seasons.

Throughout Seminole County, there are approximately 23 mobile home parks, trailer parks and mobile home areas, containing approximately 10,000 mobile homes, 2,429 of which pay property taxes; the remainder pay a tax similar to an auto tag, having an estimated population of 20,000 residents. There are numerous individual trailers scattered throughout the north and east areas of the County, off SR 436. These areas are inaccessible after heavy rains due to the lack of paved roads and the marshy composition of the land.

The elderly population is evenly distributed throughout Seminole County, with those living in mobile homes, residing mainly in mobile home parks. Many of the elderly living in mobile homes believe that their homes are as sturdy as conventional housing. This sentiment is expected to create complications when an evacuation order is given for all mobile home residents.

The farming areas are located mainly in the northern and eastern areas of the County. Workers for these farms are drawn from the local work force and migrants, if any, are transported into the area on a daily basis. Seminole County has approximately 40 known migrant workers in the County. Small citrus groves are scattered throughout the County and the workers employed during harvest time are also drawn from the local work force and/or transported into the area daily.

Approximately 11% of the County's population is non-English speaking.

There are 58 nursing homes and/or retirement homes in Seminole County, having a total bed capacity of 3,414.

At present, there are approximately 600 citizens on the Special Needs Registry that would require assistance leaving their homes during a disaster. This figure includes those persons with hearing or sight impairment that have registered with the County.

The transient population is considered for planning purposes to be a part of the tourist population.

While it is unlikely that all of the county's residents will be affected by any one event, the possibility does exist that any of the county's residents could be affected by one or more hazards.

D. Economic Profiles

With a business climate that fosters growth and quality development, Seminole County is one of Florida's fastest growing communities. With a relatively small geographic area and large population, the County is becoming increasingly urban in character.

The Wadley Donovan Group, Inc., found Seminole County to have considerable depth in its labor supply and the highest concentration of white collar and executive/professional skills in the region. The study also found the Seminole County workforce to be the best educated in the region and unsurpassed in local concentration of management skills.

During the past decade, from 1990 to 2008, Seminole County has continued its transition from a suburban setting to a more urban environment. Seminole County is the second most densely populated county in Florida. The County continues to be a major regional job center for technology based companies. By 2011, jobs in Seminole County will grow from the current 224,459 to 246,389, a 9.8% growth rate. Professional and technical occupations are currently at 70%, retail is 29%, with construction, education, health and public administration growing and outpacing all other sectors.

In order to accommodate this continued growth, the County must continue to ensure an adequate balance between commercial and residential land use. Office square footage in Seminole County is projected to grow from 14.5 M in 2000, to 24.3 M by 2020, an increase of 9.8 M square feet. In 2002 total assessed office space values in Seminole County broke the billion dollar mark, by far the highest percentage growth of any county in the Metro Orlando area.

Seminole County continues to concentrate on a superior quality of life, which in turn attracts both people and businesses. Creating a balance between the two is the challenge which requires good forecasting and planning on the part of the County.

Because of our abundant labor supply, more and more companies are moving to Seminole County. We have the highest concentration of corporation headquarters and high tech firms in the region.

Unemployment is at 2.8%. A strong labor supply means salary and wage requirements are reasonable. The supply of labor is plentiful in Seminole County with skilled and unskilled labor available and affordable. Resident employment has been growing by an average of nearly 8,600 jobs per year for the past 10 years.

In Seminole County there are over 169,989 pieces of taxable property with the average value being \$119,900.

Seminole County registered as one of the highest median household and family incomes in the entire State of Florida. The 2006 Seminole County had a median household income of \$56,072. Seminole County's 2006 per capita income is \$27,648. Seminole County's strong income level is largely due to its attractive residential developments and quality of life; the

increase in average wages in the services and finance/insurance/real estate sectors; and availability of land in close proximity to major residential areas and metropolitan roadways. As income levels rise, the demand for larger, more expensive housing will increase. These high-income levels are also expected to continue to attract retail and service businesses to the area. The prime locations designated High Intensity Planned Development along I-4 will continue to attract major employers.

E. Assumptions

In the event of a major disaster or emergency, a large number of fatalities and injuries may result. Many people will be displaced and incapable of providing food, clothing, and shelter for themselves and their families. Jobs will be lost with reduced prospect for future employment in the area. The economic viability of the affected communities may be jeopardized.

Many private homes, businesses and major industries will be damaged or destroyed. The structural integrity of many public buildings, bridges, roadways, and facilities will be compromised. Water and utility infrastructures will be severely affected. Emergency response personnel will be hampered in the response efforts due to transportation problems, the lack of electrical power, debris, and damaged, destroyed or inaccessible local structures. Timely deployment of resources from unaffected areas of the County will be needed to ensure an effective and efficient response.

F. Emergency Management Critical Facilities

Seminole County and the municipalities have identified critical facilities required for immediate emergency response following a disaster incident. This information is maintained by the Emergency Management Division and is updated annually.

Several categories of critical facilities include health care facilities, public and private utility systems, emergency service facilities, nursing homes and adult living facilities, public school shelters and the airport.

Seminole County Emergency Management has identified suitable locations throughout the County for use as staging areas. These sites are readily accessible to rail, roadway and air transportation for personnel, supplies and equipment assembly prior to deployment to an affected area. The locations of these sites are Orlando-Sanford International Airport, Seminole Towne Center, Interstate Mall and several others. The coordinates have been transmitted to the appropriate agencies.

Landing zones have been identified and coordinated with the Florida National Guard. The primary zone is located at the Orlando-Sanford International Airport, with additional zones being located at the Seminole County Five-Points Complex on U.S. Highway 17-92 and Bush Boulevard, Sanford.

III. CONCEPT OF OPERATIONS

A. General

1. Local Government Resources

Local governments shall use their own resources first in an emergency or disaster situation. Local governments may call for assistance from the county during events that overwhelm or threaten to overwhelm their own response and recovery resources.

2. NIMS/Incident Command System

Seminole County Emergency Operations shall use the NIMS model layered over the Emergency Support Function format. All operations in the Seminole County EOC will also be conducted using NIMS.

3. Levels of Operation

Emergencies or disasters that can potentially affect the County are divided into three levels based upon severity of the initiating event or it's potential to intensify in severity, and anticipated local, county, state and Federal assistance required as a result. Corresponding to each of the three levels of emergencies or disasters are Seminole County's levels of operation. The first level of operation is Level III, which is normal day-to-day operation, while Level I corresponds to an emergency event involving all county, state and Federal resources.

- a. Local **Level III** emergencies are frequent, limited in scope, and require local response resources only. SCEOC and ESF's are neither placed on standby nor activated at this level.
- b. Local **Level II** emergencies are incidents of a magnitude that may require some form of County assistance.

The County will activate the EOC on a limited basis Level II, notifying or activating needed ESF primary agencies and placing support agencies on standby, if needed. The County typically notifies the State Warning Point of the Level II activations.

- c. Local **Level I** emergencies or disasters are of a magnitude that local governments and affected communities will require the assistance of volunteer organizations and County agencies to effectively respond to and recover from the incident.

At the County Operational Level I, the County initiates a full EOC activation that may include a Declaration of a State of Emergency. State Emergency

Response Teams (SERT) may be activated. Federal disaster relief assistance will likely be required at this level.

Local governments and communities affected by Level I will require major assistance from both the County and the State Government.

A full activation of the EOC will be needed. State Emergency Response Teams (SERT) will be dispatched to affected communities. Military assistance may be provided at this level.

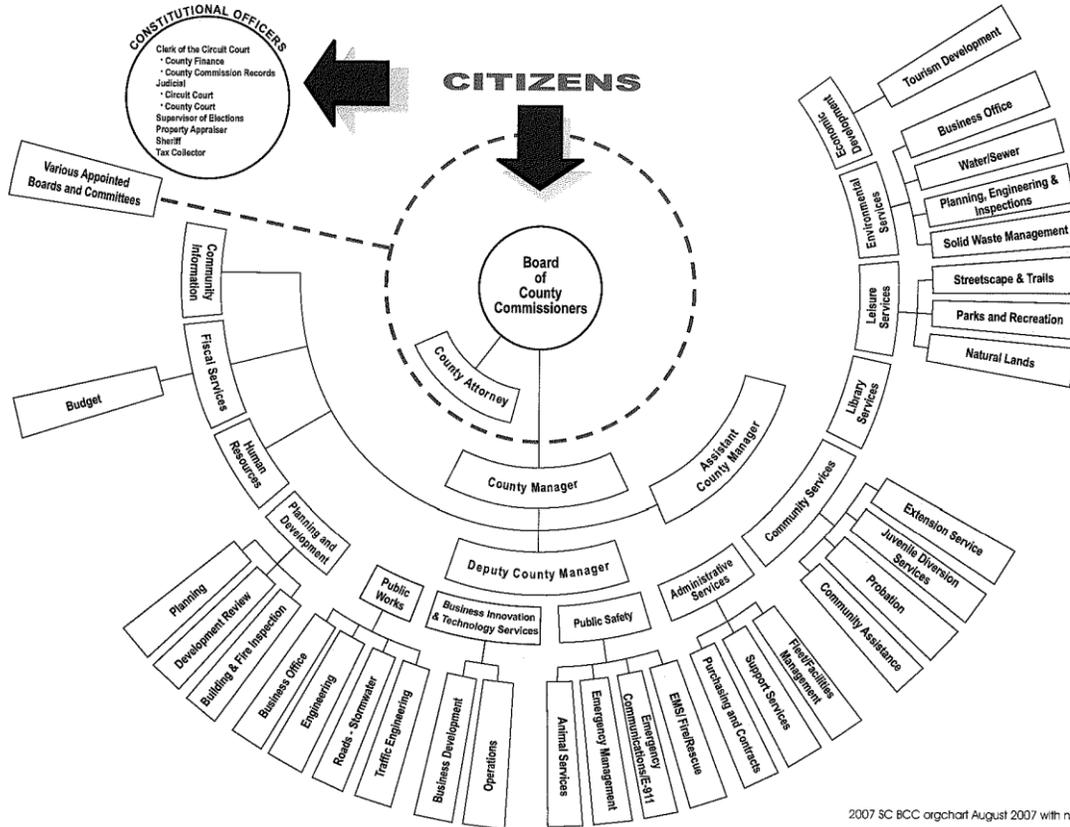
- d. As immediate threats to life and property subside and the need for sustained ESF operations diminishes, the debriefing of responsible individuals and the documentation of “*lessons learned*” will begin. Resulting information will be consolidated and reviewed by Seminole County Emergency Management personnel and a written report prepared.
- e. Recovery assistance efforts will continue even after the EOC returns to normal operations.

B. Organization

Seminole County Emergency Management is organized along the lines of Charter County Government, with the Board of County Commissioners as the legislative branch. The functions of the legislative group are the adoption of special ordinances to assist with mitigation and recovery efforts before, during and after a County-wide declared disaster, to include, but not limited to, waiver of building permits and fees during recovery. (Refer to *Organizational Chart*).



ORGANIZATIONAL CHART



2007 SC BCC orgchart August 2007 with new layout.cdr

C. Direction and Control for Local Government

1. A local official, typically a police officer, firefighter, or Emergency Medical Services (EMS) personnel, will become the Incident Commander in an emergency or disaster situation. Responsibility for coordination of local emergency activities rests with local elected officials.
2. In accordance with local emergency plans, local authorities shall direct evacuations, open shelters, request County assistance, and activate mutual aid agreements with neighboring cities.
3. Local governments will inform Seminole County when requesting mutual aid from neighboring cities and coordinate with Seminole County when mobilizing and deploying mutual aid resources.

D. Direction and Control for County Government

1. The Emergency Management Director has the authority to make decisions and commit assets at the County level. The Director may issue mission assignments to the SCESF primary agencies.
2. Primary agencies, in turn, have authority to sub-task missions or mission components to support agencies as needed in order to carry out an assignment. Primary agencies will coordinate with other SCESF primary agencies to carry out assignments requiring the resources of more than one SCESF. Seminole County staff shall track mission assignments.
3. The County Manager shall be the Chief Executive Officer of the County and all executive responsibilities and power shall be assigned to and vested in the County Manager. The Director of Public Safety serves as the Director of Emergency Management. The Director of Emergency Management, Emergency Management Manager or County Manager will activate the plan and direct preparedness, response, recovery and mitigation operations.

E. Notification

1. Seminole County may receive initial warning of an emergency or pending disaster from a number of sources, including the National Weather Service (NWS), State Warning Point, local governments, or the media.
2. When County resources will be required, Seminole County will notify representatives from the primary agency or agencies of each ESF. The representatives will be responsible for notifying appropriate personnel in the respective organizations. Seminole County will activate at one of the three levels described the Levels of Activation.

F. Response Actions

1. A State of Local Emergency shall be declared by Executive Order when a promulgating authority finds, pursuant to Section 252.38 (3) (a) 5, Florida Statutes, that a local emergency has occurred or that the threat thereof is imminent. Upon the declaration of a Local State of Emergency, by the Chairman of the Board of County Commissioners, the Director of Emergency Management/Public Safety has the power and authority to direct and compel the evacuation of all or part of the population from the stricken or threatened area within the County. This action will occur if the Director deems it necessary for the preservation of life or other emergency mitigation, response or recovery.
2. The County Manager, or the Director of Emergency Management, will consult with the Seminole County Superintendent of Schools, the President of Seminole Community College and other persons or agencies determined necessary to affect an orderly closing of schools. Major industries, hospitals,

etc., will be notified via media outlining the emergency declaration and the procedures being placed in effect. The *Emergency Alert System* (EAS), Alert Seminole and *Dialogic Communication System* (DCC) will also be activated.

3. Upon issuance of a Local State of Emergency, the Director of Emergency Management will request State assistance or invoke mutual aid assistance in response to the emergency event. The request for State support will be coordinated through the State Director of Emergency Management. This request will normally include a situation report and the request will be presented over a conference call so the maximum number of participants can be notified at one time. The request will be followed up, in writing, through the Director of Emergency Management to the State EOC.
4. In a catastrophic event, which requires emergency workers to be tasked with prolonged work hours, Seminole County will provide sheltering for the dependents of those employees. The shelter is located at Seminole Community College and is currently planned to be located in the Fine Arts building, identified as *Building G*. Any employee wishing information regarding the dependent shelter may receive an information packet from the Emergency Management Division.
5. The Emergency Management Manager, or designated representative, is responsible for establishing liaison with the State response and recovery agencies and teams. ESFs will interface with State SERT teams to assist in impact assessment and rescue/recovery operations.

G. Recovery Actions

1. The necessary planning should provide for an immediate response and recovery capability to alleviate human suffering, prevent loss of life, protect property, and return the disaster area to normal, as soon as possible. Operational plans have been developed to accomplish various program goals and objectives designed to effectively reduce hazards and bring long-range recovery to distressed areas.
2. Depending upon potential hazards and emergency situations, numbers and types of operational plans may vary and considerations of geography, population, urbanization, economic development and the possibility of estimated risk must be included. Post-disaster hazard mitigation planning efforts are required as a condition for receiving Federal loans and grants under a Presidential Disaster Declaration. Planning efforts should include increased, on-going hazard mitigation programs. Such programs are those that reduce or prevent the increasing potential for an emergency or disaster. Programs that promote present and future preparedness and response capabilities to respond to disaster situations should also be included.

H. Responsibilities

Responsibility for undertaking preventive measures, emergency actions and the direction and control of emergency operations rests with the governing body and Emergency Management staff of the jurisdiction affected. Full cooperation and unified participation by government and volunteer organizations, at all levels is required for an effective response capability. All County departments, constitutional officers, municipalities and volunteer agencies are responsible for the following general items:

1. Developing the necessary Standard Operating Procedures (SOP's) and checklists for effective, efficient organization and performance of functions required to respond to and recover from an emergency or disaster event. They will also provide staff in support of emergency response.
2. Designating and training essential personnel for specific assignments in the conduct of emergency operations. Provide instruction to other personnel regarding the staffing policy during a disaster.
3. Protecting and securing facilities, property and equipment under their control. Maintaining accurate records of emergency related expenditures, such as personnel, supplies and equipment costs.
4. Preserving records in order to provide normal government operations following an emergency or disaster. Essential records must be protected and include vital statistics, deeds, corporation papers, operational plans, resource data, authorities, personnel and payroll records, succession lists, supplies and equipment lists, charters and financial records. The Seminole County Clerk of the Circuit Court is responsible for insuring the preservation of all County records deemed essential for the continuation of County government. The County Manager or Director of Emergency Management is responsible for conducting post-disaster operations.
5. Providing staff, supplies and equipment, as required and available, in support of emergency response and recovery activities.
6. Expediting required activities for return to normal conditions, as soon as possible.
7. ESF primary and support agencies will prepare any and all necessary revisions to their portion of this plan. (Refer to *ESF Matrix*) Distribution of changes incorporated into the plan is the responsibility of the Emergency Management Division.

FIGURE 6
ESF MATRIX

ESF MATRIX – PRIMARY & SUPPORT AGENCIES																		
County/Local Agency & Other Organizations	ESF #1	ESF #2	ESF #3	ESF #4	ESF #5	ESF #6	ESF #7	ESF #8	ESF #9	ESF #10	ESF #11	ESF #12	ESF #13	ESF #14	ESF #15	ESF #16	ESF #17	ESF #18
American Red Cross				S	S	P		S		S	S				S			
ARES/RACES		S				S												
Baptist Disaster Organization						S												
Bell South												S						
FDLE																S		
Florida Dept. of Agricultural & Consumer Services								S										
Florida Dept. of Business & Professional Regulation								S										
Florida Dept. of Environmental Protection								S		S								
Florida Division of Forestry				S					S									
Florida Fire Chief's Association										S								
Florida Power & Light												S						
Florida Public Utilities												S						
Florida State Highway Patrol															S			
Local Veterinarian Associations																S		
Lynx										S								
Mears Motor Coaches																		
Medical & Equipment Suppliers								S										
Medical Examiner								S								S		
Municipal & Private Water & Wastewater Utilities								S										
Municipal Communications E-911		S																
Municipal EMS Providers								S										
Municipal Fire Departments				S					S									
Municipal Law Enforcement									S							S		S
Municipal Public Works			S							S								
Municipal Water & Sewer Depts.								S				S						
National Guard				S					S				P					
Private Contractors			S													S		
Progress Energy												S						
RSVP															S			
Salvation Army				S						S	P				S			
Seminole County School Board Lunch Program						S		S										
Seminole County Solid Waste Division									S									
Seminole Heart						S									S			
Society for the Prevention of Cruelty to Animals																		S
United Way															S			

ESF MATRIX – PRIMARY & SUPPORT AGENCIES (cont'd)																		
County/Local Agency & Other Organizations	ESF #1	ESF #2	ESF #3	ESF #4	ESF #5	ESF #6	ESF #7	ESF #8	ESF #9	ESF #10	ESF #11	ESF #12	ESF #13	ESF #14	ESF #15	ESF #16	ESF #17	ESF #18
Christian Sharing															S			
Citizen Corp															S			
Harvest International															S			
Sanford Orlando Kennel Club															S			
Seminole Community Volunteer Program				S	S		S								P			
Seminole County Administrative Services Dept.																	P	
Seminole County Animal Services					S													S
Seminole County Chamber of Commerce																		
Seminole County Community Information				S	S									P		S		
Seminole County Dept. of Community Services							S											
Seminole County Dept. of Public Safety							S											
Seminole County Dept. of Public Safety PIO													S					P
Seminole County Economic Development																		
Seminole County Emergency Communications E-911					S													
Seminole County Emergency Management				S	S			S		S								
Seminole County EMS/Fire/Rescue				P				P		P								
Seminole County Environmental Services Dept.			S					S				P						
Seminole County Fiscal Services Dept.							P											
Seminole County Health Dept.						S		P		S								
Seminole County Information Technologies																		
Seminole County Library & Leisure Services							S											
Seminole County Planning & Development				P														
Seminole County Public Works			P				S	S		S								
Seminole County School Board Safety & Security Officer	S							S										
Seminole County School Board Transportation	P							S										
Seminole County Sheriff's Office		S				S			S	S						P	S	
Seminole County Sheriff's Office PIO																S		
Seminole County Special Hazards & Operations Team										P								
Seminole County Traffic Engineering										S								
Seminole Hotel Association																		S
Small Business Development Center																		S
VOAD					S						S							

8. Local emergencies and minor disasters will be handled initially under the Incident Command System until such time that the Incident Commander determines the situation exceeds the capabilities of responding agencies. The Incident Commander will then contact the Communications Center and request the incident to be upgraded, with appropriate activation of this plan. The Manager of Emergency Management will then assess the situation and recommend to the Director of Emergency Management to initiate a partial or full activation of the EOC and ESFs. The County Manager will be notified if evacuations will be required.

Major and/or catastrophic disasters require the activation of the EOC and full ESF capabilities. These incidents are normally multi-jurisdictional in nature, require multi-agency response, or require State or inter-county assistance. The centralized direction and control of response and recovery efforts necessitates the activation of the EOC and this plan.

Disaster Situations

Incident Command Assignments

Aircraft Accident	Emergency Management Airport Authority Fire Rescue Law Enforcement
Civil Disturbance	Law Enforcement
Communication Disruption	Information Technology
Critical Infrastructure Disruption	All
Disease and Pandemic	Health Department
Droughts and Water Shortages	Emergency Management Health Department
Exotic Pests and Disease	Health Department
Extreme Heat	Emergency Management
Flooding	Public Works
Fires	Fire Rescue Law Enforcement
Hazardous Materials	SHOT Team
Hurricanes/Tropical Storms	All
Lightning	Emergency Management
Major Transportation	Fire Rescue/Law Enforcement
Mass Migration	Law Enforcement
Nuclear	Health Department
Radiological	Health Department Fire Rescue Law Enforcement
Severe Thunderstorms	Emergency Management Fire Rescue Law Enforcement
Sinkholes	Public Works/Fire Rescue
Special Events	Fire Rescue/Law Enforcement

Technological	Emergency Management Information Technologies
Terrorism (CBRNE)	All
Tornadoes and Thunderstorms	Emergency Management
Utility Interruption	Emergency Management Environmental Services
Winter Storm	Emergency Management

9. Mitigation

Mitigation is any action taken to permanently reduce or eliminate long-term risk to people and their property from the effects of hazards. Some examples of hazard mitigation include land use planning techniques that limit infrastructure in high hazard areas and programs for retro-fitting existing structures to meet new building codes and standards. Ideally, a community can minimize the effects of future hazards through a mix of code enforcement, planning, and responsible development. Every community is exposed to some level of risk from hazards. Hurricanes, tornadoes, floods, hazardous materials, spills, fires, and sinkholes are some of the hazards experienced by Florida communities. Hazards cannot be eliminated, but it is possible to determine what the hazard areas are, where the hazards are most severe, and identify local actions that can be taken to reduce the severity of the hazard.

A record of over 40 years since Hurricane Donna hit in 1960 was broken in the summer of 2004. Hurricanes Charley, Frances and Jeanne caused considerable damage to Seminole County, all within 6 weeks of each other.

Overflow from Lake Harney and Lake Monroe caused substantial flooding in areas not previously considered. *(See Mitigation Section)*

- The Seminole County Emergency Operations Center, after the response management is completed, will begin recovery operations. At this time the EOC will be manned by representatives from each ESF and other agencies involved in the recovery process. The transition to recovery will be the direct responsibility of the Emergency Management Manager. The phasing into recovery is critical during the response phase. Emphasis will be given to continuity of response operations until all efforts have been initiated to reduce loss of life and protection of property.

It is critical that the State EOC and Disaster Field Office (DFO), once established, be totally involved in the coordination of the recovery operations. If necessary, a Command Post will be placed in the field at the site of the disaster. Emergency Management will conduct daily briefings at the EOC and provide situation reports to the DFO and State EOC, as required. The EOC will operate until such time it is determined it will be more efficient and effective to resume operations from the respective government centers.

LEVELS OF DISASTERS

Minor Disaster - Any disaster that is likely to be within the response capabilities of local government and results in minimal need for State or Federal assistance. Operationally, this definition translates into a Level III activation of the Emergency Operations Center.

Major Disaster – Any disaster that is likely to be within the response capabilities of local government and requires a broad range of State and Federal assistance. Operationally, this translates to Level II or III activation. FEMA will be notified and potential Federal assistance will be predominantly recovery oriented.

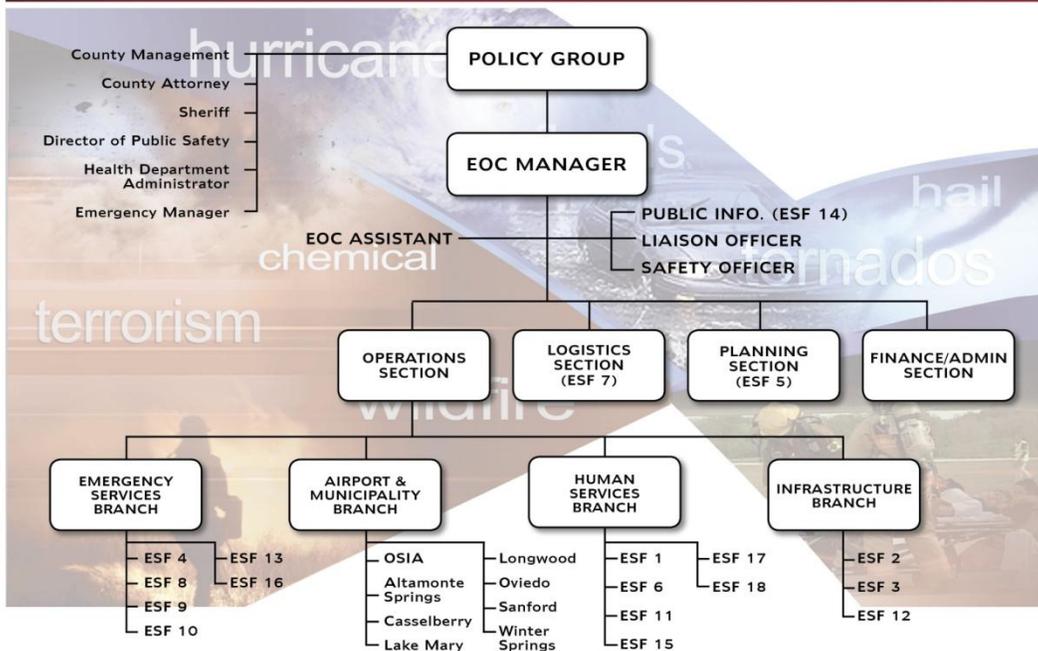
Catastrophic Disaster – Any disaster that will require massive amounts of State and Federal assistance, including immediate military involvement. Operationally, this definition translates into a Level I State and County activation. FEMA will be notified and pre-deployed to the State EOC. Potential Federal assistance will involve response, as well as recovery.

The Program Manager, or designated representative is responsible for maintaining the operational readiness of the EOC at all times and will be supported by the Director of Emergency Management for resources and staffing.

Seminole County Emergency Management uses NIMS criteria in the Emergency Operations Center along with the Emergency Support Function operational system. This concept is used as a functional area of response activities established to facilitate the delivery of assistance required during the immediate response phase of a disaster to save lives, protect property and public health and maintain public safety.

The Emergency Support Function (ESF) operational system will be utilized in the EOC within the National Incident Management System. During emergency operations, representatives from each ESF and municipality will be present in the EOC and will be in contact with their counterparts during such operations. See EOC/ICS interface structure organization chart.

SEMINOLE COUNTY
Emergency Operations Center (EOC) Structure



HUMAN SERVICES BRANCH (Administration)

a. **ESF #1 Transportation** –

Primary emergency transportation needs will be met by the Seminole County School Board Safety and Security Office who will provide use of school buses. During emergency operations, the School Board will maintain communication with the EOC and will move buses from one area to another, as the need arises. Seminole County school buses are wheelchair accessible. These buses will be used to transport the special needs citizens. The School Board will assign priority to Seminole County for use of buses for emergency transportation.

Staging areas are as follows:

- Geneva Elementary School, Geneva*
- Sanford Middle School, Sanford*
- Lake Brantley High School, Altamonte Springs*
- School Board Transportation Facilities, Winter Springs*

Drivers will be assigned their routes and designated areas from their supervisors. All drivers will be contacted by their supervisor and instructed where to report and designated pickup points will be determined. The PIO will inform the media

for dissemination to the public. The School Board maintains a list of volunteer drivers during emergencies.

Support emergency transportation needs will be met by Seminole County School Board Transportation, Tri-County Transit, Grey Lines, Lynx and Mears Motor Coach. Agreements will have to be developed with these private agencies.

The Florida Department of Transportation (DOT) has primary responsibility for State emergency transportation assistance. The DOT will establish agreements for provisions of emergency transportation services by municipal and private carrier companies and will coordinate use of all State transportation resources during an emergency.

b. ESF #6 *Mass Care* –

ESF #6 is responsible for coordinating efforts to provide sheltering, feeding and emergency relief, along with coordinating the bulk distribution of supplies to disaster victims and disaster welfare information. In some instances, service may also be provided to disaster workers. The primary agency is the American Red Cross. Support agencies are the Radio Amateur Civil Emergency Services (RACES), Salvation Army, the Seminole County School Board Lunch Program, Seminole County Animal Services, Emergency Management, Seminole County Health Department, Sheriff's Office, Voluntary Organizations Active in Disasters, (VOAD), and the Seminole Community Volunteer Program, (SCVP).

ESF #6 will be organized in a manner that assures rapid response to mass care needs of people affected by a disaster. Each agency assigned to this ESF should have thorough and up-to-date disaster plans that have been coordinated through the primary agencies. Primary and support agencies will have and maintain appropriate listings of agency staff to call for performing response activities.

c. ESF #11 *Food & Water* -

The primary agency for food and water is the Salvation Army, with support from the American Red Cross. It is the responsibility of Seminole County Government, aided by ESF #11 agencies, to supply welfare services either in a localized or widespread disaster. In a localized disaster, it is assumed that local resources will be adequate to augment those with the necessary supplies, needs and services the disaster victims require. Support will be provided by the American Red Cross, Meals on Wheels, Seminole County School Board Lunch Program, Seminole County Health Department and VOAD representatives.

d. ESF #15 *Volunteers and Donations* –

The lead agency for this ESF will be the Seminole Community Volunteer Program with support from RSVP, VOAD, Citizen Corp, the Salvation Army and

the American Red Cross, who will have a liaison in the EOC during emergency events.

In addition to those individuals volunteering their time and services, there is an extensive network of volunteer agencies and organizations that provide humanitarian relief services to disaster victims. This network, the Volunteer Organizations Active in Disaster (VOAD), is an affiliation of organizations involved in providing resources and services to disaster victims and communities affected by the disaster. The Red Cross has national agreements with most VOAD organizations. ESF #15 will coordinate the activities of volunteer agencies and organizations.

e. ESF #17 *Animal Services* –

ESF #17 is responsible for the coordination of local resources in response to pets, farm, and wild animal care needs before, during and after a significant emergency. Seminole County Animal Services has primary responsibility for animal protection throughout the County. ESF #17 will provide animal assistance and resources via coordination with other ESFs. Support agencies include, Society for the Prevention of Cruelty to Animals (SPCA) of Central Florida, the Humane Society and local veterinarian associations.

f. ESF #18 *Business and Industry-*

ESF#18 is tasked to assist in providing critical information to neighborhood businesses and various industries throughout the community during emergency events. ESF 18 will be responsible for the outreach to local business owners prior to and after an event or incident.

INFRASTRUCTURE BRANCH – (Logistics)

a. ESF #2 *Communications* –

The Seminole County Department of Public Safety, Emergency Communications/E-911 Division provides emergency communications. The Telecommunications Division of the Information Technologies Department provides hardware and logistical support for the County. Seminole County support agencies are the Seminole County Sheriff's Office Communications, individual city communications, Radio Amateur Civil Emergency Services (RACES), and Seminole County Information Technology Department.

The Emergency Communications Center operates from the EOC on a 24 hour day; 7 days a week schedule and is part of the County-wide emergency telephone system. During periods of declared emergencies, it is of primary importance that a communications net be established and maintained between all political

subdivisions of Seminole County and the EOC. All of the seven cities within Seminole County have communications capability with the EOC on a County-wide 800 MHz system. During emergencies, this channel will be used for aid between County and municipal governments. The secondary path of communications with the EOC is through the Seminole County Sheriff's Office Communications Center.

b. ESF #3 *Public Works* –

The Seminole County Department of Public Works is the primary agency for ESF #3. Support agencies include municipal public works departments and private contractors.

On a priority basis, debris will first be removed from main roads and arteries to facilitate the movement of emergency transportation units and repair equipment for utilities. The clearing of private land and property has a low priority, unless it is a public health or safety issue. Equipment will be strategically placed throughout the County for use after the incident for debris clearing and removal. Arrangements have been pre-designated for 24-hour staffing by employees of the Public Works Department, Roads Division.

c. ESF #12 *Utility Service/Energy* –

ESF #12 is responsible for the coordination, prioritization, and restoration of public utilities and services to include emergency power and gas. The primary agency is Seminole County Environmental Services, with support from Progress Energy, Florida Power and Light, Florida Public Utilities Company, BellSouth, Sprint, and municipal water and sewer departments. Following the elimination of any potentially hazardous situation, the highest priorities are those that affect the health, safety and welfare of the affected community.

Service will be restored by initial clearing of main transmission lines that carry the bulk of the electrical power from generating stations to neighborhood substations; following that, service will then be restored to large numbers of customers who only require completion of minor repairs and then the remaining power lines will be completed.

In a localized disaster, debris removal will be the responsibility of the local government having jurisdiction in the disaster area, with mutual aid for additional equipment and/or personnel requested from Seminole County Government and other jurisdictions, if needed. In a County-wide disaster, debris removal will be the responsibility of the Director of Environmental Services/Solid Waste Division. The Director of Environmental Services and the staff will coordinate debris removal operations using county and city equipment and personnel. When debris removal is beyond the capabilities of Seminole County, officials will

contact the Florida Division of Emergency Management (DEM) through the Area Coordinator and request assistance.

RESOURCE SUPPORT BRANCH – (Planning)

a. ESF #5 *Information and Planning* –

The Seminole County Planning and Development Department (Disaster Area Response Team – D.A.R.T.) is the primary agency for this function. This ESF is responsible for collecting, processing and disseminating information to facilitate emergency response efforts and the preparation of special operations plans. The D.A.R.T. team will go out to the disaster areas as soon as it is safe to do so and do a preliminary damage assessment report. This report is an important part of their responsibilities, as the amount of damages incurred will be the factor in obtaining a Presidential Disaster Declaration for our County. Support agencies include the Emergency Management Division, ESF#12, Seminole Community Volunteer Program, Seminole County Community Information Director, and the American Red Cross.

The Seminole County Department of Public Safety, Emergency Management Division, will coordinate response and recovery for Seminole County during County-wide disasters. Upon request of individual municipalities, the Division will coordinate and respond to municipalities and provide assistance during these operations.

Information and Planning, in addition to collecting vital information from the ESFs and the impacted cities, provides technical and essential background information. Information and Planning will coordinate with the Florida DEM to obtain and share all available information on the disaster and State activity, as it relates to the disaster. ESF #5 is also responsible for providing damage assessment figures and issuing emergency permits.

b. ESF #7 *Resource Support* –

ESF# 7 is responsible for providing logistical management and resource support to all emergency support functions in response and recovery efforts, to include:

- Emergency relief supplies
- Facilities
- Equipment
- Fuel
- Office supplies
- Contracting services
- all other resources which may be required

The Seminole County Department of Fiscal Services is the primary agency for recording all financial purchases for FEMA reimbursement tracking. Support agencies include the Seminole County Department of Public Safety, Public Works, Library & Leisure Services, Human Resources, and Administrative Services.

c. ESF #14 *Public Information* –

The Seminole County Community Information Director is the primary Public Information Officer for Seminole County. Support is provided by the Department of Public Safety and Sheriff's Office PIOs, and Emergency Management. All media releases or public information statements will be authorized before being released. The local radio and television stations will disseminate disaster information and the Seminole County Citizens Information Line (CIL) will be activated during significant events, with the number being published through the media.

EMERGENCY SERVICES BRANCH – (Operations)

a. ESF #4 & 9 – *EMS/Fire Rescue and Urban Search and Rescue*

Seminole County Department of Public Safety, EMS/Fire/Rescue Division is the primary agency for ESFs 4 & 9. Municipal fire departments, the Florida Division of Forestry, National Guard, Salvation Army, Seminole County Medical Examiner, Seminole County Community Information Director, Seminole County Emergency Management and the Seminole County Sheriff's Office are support agencies. The primary and support agencies all use the Incident Command System (ICS) for incident management.

Land search and rescue operations will differ depending on the area. In the rural areas of the County, search operations will be accomplished by flyovers using the Sheriff's helicopter and the Civil Air Patrol aircraft. Rescue operations will be conducted by using four-wheel drive units from the various agencies.

Water search operations will be conducted by boats from the Sheriff's Office, EMS/Fire/Rescue Division and volunteers. Rescue operations will be conducted by the EMS/Fire/Rescue Division's Dive Team and Water Rescue Team. In the event search and rescue operations exceed the capabilities and resources of Seminole County and its seven cities, mutual aid will be requested from other counties.

In the event of a widespread disaster or emergency where multiple fire departments are required, the Chief Fire Administrator of Seminole County EMS/Fire/Rescue Division will be the coordinator of the activities for fire/rescue.

Requests for State assistance will be made by the Director of Emergency Management or the Manager of Emergency Management. This request will be made to DEM through the Region Coordinator.

b. ESF #8 *Health Services* –

The Seminole County Health Department is responsible for public health. Any major disaster, from any cause, creates medical and, usually, health problems of varying degrees. Procedures must be undertaken for the prevention and control of the spread of disease, to assure sanitation of water and foodstuffs, and to control vermin or other pests. The Environmental Services Department will maintain a constant check through the testing of water supply sources, both public and private. Support agencies include the American Red Cross, Department of Agriculture & Consumer Services, Florida Department of Environmental Protection, Florida Department of Business and Professional Regulation, medical and equipment suppliers, municipal water and wastewater utilities, municipal EMS providers, municipal water and sewer departments, Seminole County Medical Examiner, Seminole County Department of Community Services, Special Needs Task Force, Seminole County Environmental Services and the Seminole County Public Works Department.

c. ESF #9 *Urban Search and Rescue (See ESF #4)*

d. ESF #10 *Hazardous Materials* –

The Seminole County Special Hazards and Operations Team (S.H.O.T.) is the lead agency in responding to all hazardous materials incidents. This Team assumes responsibility over the local agency(s) that may be involved in the response and recovery of the incident. All team members are OSHA certified hazmat technicians. Effective and efficient response to a hazardous materials discharge will be accomplished by the on-duty shift. Personnel are on duty 24 hours a day, 7 days a week and are specifically assigned to the S.H.O.T. Team.

Support agencies to include:

- American Red Cross
- Emergency Management
- Environmental Services
- US Department of Homeland Security
- US Environmental Protection Agency
- Florida Fire Chief's Association
- Florida Department of Law Enforcement
- Florida Environmental Protection Agency
- Florida Fusion Center
- Florida National Guard
- Health Department

- Petroleum Storage/Tanks
- Public Works
- Salvation Army
- Sheriff's Office
- Municipal fire departments
- Municipal public works departments
- Municipal law enforcement

e. ESF #13 *Military Support* –

ESF #13 will be responsible for the coordination of State and Federal military support to local governments. Primary responsibility for ESF #13 lies with the National Guard. Military support will include, but not be limited to, ground support for *State Emergency Response Teams (SERT)* and processing mission requests for military assistance from emergency support functions. Military assistance will also participate in manning of comfort stations, mass feeding, and distribution centers and may be used for transportation.

g. ESF #16 *Law Enforcement* –

The Seminole County Sheriff's Office, as the primary agency, and the Sheriff, who is the senior law enforcement officer in the County, will act as liaison between local and State law enforcement agencies during disasters and emergencies, if assistance is needed and requested. In the event of a localized emergency or disaster, the law enforcement agency having jurisdiction in the affected area will be responsible for these additional activities.

Support agencies to include:

- Federal Bureau of Investigation (FBI)
- Florida Department of Law Enforcement (FDLE)
- Florida Highway Patrol (FHP)
- Florida National Guard (FNG)
- Municipal Law Enforcement Agencies
- Regional Domestic Security Task Force (RDSTF)
- Urban Area Security Initiative (UASI)
- Volusia/Seminole Medical Examiner

If additional assistance is needed in the form of personnel or resources, this assistance can be requested through mutual aid agreements and/or from the Seminole County Sheriff's Office.

Protection of the public requires the timely and coordinated efforts of all levels of law enforcement. Impending or existing natural disasters further complicate the task. If additional equipment or personnel are required, it may be beyond the

resources of Seminole County. In a local emergency, outside assistance may be required.

All County departments, constitutional officers, municipalities and volunteer agencies are responsible for the following:

- Developing the necessary functional annexes, standard operating procedure and checklists for organization and performance of the functions required to respond to and recover from disasters.
- Design and train personnel. Provide instruction to personnel regarding staffing policies during activation.
- Maintain records and expenditures, personnel and equipment costs.
- Provide staff, supplies and equipment in support of the emergency.
- Expedite required activities for return to normal conditions as soon as possible.

g. Damage Assessment-

After a disaster has occurred and the danger has abated, Disaster Area Response Teams (D.A.R.T.), will conduct a windshield survey, or fly over, of the affected areas involved and place an estimated value on the damage. These reports will be received by the Director of Emergency Management who will, combined with other information received from private and public sources, decide if the combined resources of the County and municipalities are adequate. If additional resources are needed, aid will be requested from the Florida Division of Emergency Management. This request will be made through the Regional Coordinator of the Central Florida Area, or to the appropriate State ESFs.

An evaluation of the situation will be made by the Florida Division of Emergency Management based on County reports and reports of State Damage Assessment Teams. The Governor of the State of Florida may direct State resources into the affected area(s) and/or declare a State of Disaster Emergency to exist in the area. State resources will be made available for local assistance, as requested, by the Florida Division of Emergency Management.

h. Community Relations -

The primary function of the team will be to identify and report unmet human needs and to inform disaster victims of disaster assistance programs and registration process. A team will encompass persons from ESF #15, *Volunteers and Donations*, Seminole HEART and other volunteer agencies. Seminole

HEART will serve as the County's Long Term Recovery Committee with representatives from County, State, Federal, non-profit and faith based organizations.

i. Disaster Recovery Centers-

Centers are set up in a disaster area to provide information on the complete range of disaster assistance available. The responsibility for managing these centers is jointly shared by Local government, Federal, and Florida Division of Emergency Management.

j. Infrastructure/Public Assistance-

The State Public Assistance Officer will administer all public assistance grants, agreements and contracts. Applicants and sub-grantees will maintain and submit all documents necessary to obligate and disburse public assistance funds; this includes establishing a system for processing of payments to sub-grantees and FEMA, and establishing and maintaining accounting records for each payment draw down by the State and each payment to sub-grantees.

k. Unmet Needs-

A committee that helps to identify unmet needs and possible assistance. Such committees are comprised of ESF #6, ESF #11, and ESF #15, plus private sector and governmental agencies.

l. Emergency Housing-

Temporary living sites will be identified by contacting local realtors, who will provide a listing of available homes, apartments, and their associated costs. ESF #6 and ESF #11 will be involved in the process.

m. Debris Management-

ESF #3, *Public Works*, and ESF # 12, *Environmental Services*, have primary responsibility for the overall coordination of debris removal efforts on unincorporated public property, including the securing of all permits required.

Emergency debris removal efforts will be focused on clearing major transportation arteries, in an effort to allow the movement of emergency vehicles, supplies, resources, and traffic.

n. Disaster Field Office-

The primary field location for the coordination of Local, Federal, and State short and long-term recovery operations. The Federal and State Coordinating Officers will coordinate in the Disaster Field Office as well as other Local, Federal and State essential personnel. Recovery and mitigation operations, logistics, information and planning, financial management and general administration are coordinated at the DFO.

o. Mitigation Assistance-

Seminole County has a Local Mitigation Strategy (LMS) in conjunction with municipal and State governments. The LMS is to integrate mitigation initiatives established through various regulations, programs and policies into a single document. The mitigation strategy serves as a link between the Comprehensive Management Plan, local Comprehensive Growth Managing Plan, building codes, land development regulations and flood plain management ordinances. The main goals of the LMS are to tie the results of all local governments, private industry and non-profit planning efforts into one identifiable document. Hazard vulnerabilities and required mitigative actions will be clearly spelled out in the LMS.

The levels of activation will be as follows:

TROPICAL CYCLONE SCENARIO

LEVEL III: Operating under normal conditions, however monitoring the situation

Notification shall be made to the appropriate local agencies, municipalities and Emergency Support Functions (ESF's) who would need to take action as part of their everyday responsibilities. Upon notification all participants shall keep up to date on the progress of the storm and make an initial assessment of readiness in their particular areas of responsibility. Level III activation will be initiated when a tropical cyclone poses a threat to Seminole County. Initiation will be tied to the need for a preliminary assessment of resources and the need for initial preparedness actions to be taken.

This is a “**Monitoring Phase**”.

Recommendations Actions:

- Review emergency procedures and your emergency checklist
- Alert ESF's, individuals and departments on emergency call-out roster, of emergency condition
- Notify respective personnel of conditions
- Test communications equipment (i.e., verify emergency numbers, fax, radios, etc.)
- Identify your hazard vulnerability

LEVEL II: Partial Activation – Operating under standby conditions preparing for conditions of possible danger within 36-72 hours.

The EOC will be staffed by Public Safety personnel and specific ESF's and Municipalities, as requested. Level II activation will be initiated when a tropical cyclone poses a threat to Seminole County or a HURRICANE WATCH / Tropical STORM WARNING is issued for the east coast of Florida anywhere between Indian River and Flagler County or the west coast anywhere between Manatee County and Levy County. All operating ESF's are notified. Seminole County is operating under standby conditions of possible danger within 36-72 hours. The following recommended actions are in addition to those in Level III.

This is a “**Limited Activation**”.

Recommendation Actions:

- Increase EOC staffing with emergency support functions and municipalities, as necessary.
- Suspend some non-essential services, (i.e. normal preventative maintenance, visitation and tours, training and exercises, etc.)
- Notification/warning of potential evacuation to manufactured home residents, flood prone areas, and persons with special needs.
- Consider requests for State and Federal assistance.
- Secure financial account lines for expenditures. Secure memorandum of understanding and verify private contactor agreements.

LEVEL I: Full Activation – Operating under standby procedures preparing for conditions of probable danger within 24-36 hours.

This is a “Full Activation” of the Emergency Operations Center, with 24-hour per day staffing, including around the clock staffing of appropriate Emergency Support Functions (ESF's). Seminole County is preparing for conditions of probable danger within 24-36 hours. A Level I activation will be initiated when a tropical cyclone poses an imminent threat to Seminole County or a **HURRICANE WARNING** is issued for the east coast of Florida anywhere, between Indian River County and Flagler County, or for the west coast, anywhere between Manatee County and Levy County. Notification shall be made to the appropriate local agencies, municipalities and Emergency Support Functions.

Recommendations Actions:

- EOC is fully staffed by all operating departments ESFs
- All communications systems and networks operational and staffed
- Continuous monitoring of all circuits for outages and malfunctions
- Open shelters

- Evacuate mobile homes
- Evacuate flood prone areas
- Evacuate persons with Special Needs
- Open employee dependent shelter
- Prepare to increase emergency conditions
- Continue/increase Public Announcements
- Assess the need to terminate alarm response until adverse conditions subside
- Activate special ordinances-declaration of local state of emergency
- Review recovery operations
- Prepare to activate recovery operations

NO-NOTICE EMERGENCIES

LEVEL II Partial Activation

Incidents other than storms, i.e., airplane down, major accident with multiple injuries, etc. These incidents will require limited response to Emergency Operations Center or Incident Command Post.

This will be a “**Limited Agency Activation**”. This level will be determined by the County emergency manager or designee. All primary or lead ESF’s will be notified, but may not be required to occupy their ESF station. The EOC will be staffed by representatives of affected emergency support functions and municipalities.

LEVEL I Full Activation

These incidents are deemed catastrophic or accidents other than storms that require Emergency Operations Center activation.

This will be a “**Full Activation**” of the EOC and ESFs. This activation will be determined by the Director of Emergency Management or the Manager of the Division of Emergency Management.

Preparedness Activities

1. General Issues

- a. The Emergency Manager and/or the Senior Planner will be responsible for the development and maintenance of the CEMP.
- b. Preserving records in order to provide normal government operation following an emergency or disaster. Essential records must be protected and include vital statistics, deeds, corporation papers, operational plans, resource data, authorities, personnel and payroll records, succession lists, supply and equipment lists, charters and financial records. The Clerk of the Circuit Court is responsible for

the preservation of all vital records/documents of all County records deemed essential for Seminole County to function during post-disaster operations.

- c. Seminole County Emergency Management Division maintains a special needs registry. Citizens are notified of the program each year by the electric utility companies. They insert flyers annually in their customers' electric statements pertaining to the program. The Home Health Care agencies request information packets and registration forms for their patients. The forms are then mailed by Seminole County to, either the patient or the Health Care professional. The Home Health Care Companies will maintain a surplus of forms for new clients. Doctors and hospitals are aware of the program and can request information for their patients. Any citizen can request the packet. They then return the forms to our office requesting to be added to the roster.

All forms are reviewed for completeness by the Division of Emergency Management. EMS Quality Assurance will review and triage the client to verify he/she is a candidate for a special needs shelter.

2. Public Awareness and Education

- a. Public service announcements have been developed by the Seminole County Public Information Officer and Joint Information Center personnel. Announcements pertaining to the new disaster information line will also be distributed to the public via website, Citizens Information Line (3-1-1) and media releases. The information line will assist in giving access to preparedness information year round. During emergency activations, the Public Safety PIO and the Director of the Community Information Department will work, in conjunction with the State's ESF #14, at releasing media releases that concern both agencies.
- b. The purpose of the Public Awareness Program is to provide guidelines for establishing and maintaining a Public Awareness Program in support of emergency management operations prior to, during and following an emergency disaster. The mission of the Public Awareness Program is to collect, analyze and release information and instructions to the public. This information will aid in survival and recovery actions, as well as provide the locations of Disaster Recovery Centers, Recovery Information Centers, and Disaster Legal Assistance and minimize public confusion, due to lack of guidance. The periodic release of authoritative information and instruction to the public will tend to have a calming effect and

aid in rumor control and increased organization. The public is made aware of Emergency Management activities and programs through pre-disaster informational programs. These serve to educate the public on ways to protect life and property, how to prepare themselves prior to a disaster and the availability of assistance and further information.

- c. Seminole County is not considered as an evacuation county. If a recommendation for an evacuation is advised, it will be areas that are flood prone along lakes and rivers (Refer to Exhibit D, *Flood Plains Map*). Major evacuation routes in Seminole County are SR 436, SR 434, SR 417, U.S. Highway 17-92 and I-4.
- d. A media briefing room is available in close proximity to the EOC on the third floor of the Public Safety Complex. The room will be manned by ESF #14, *Public Information*, and the local media. ESF #14, *Public Information*, provides personnel to provide a continuous information flow to the media.
- e. The local radio and television stations will disseminate disaster information through Brighthouse as indicated in ESF #14, *Public Information*.

All emergency alert systems will be activated. The Emergency Alert System (EAS) will allow emergency messages to both hearing and visually impaired. Seminole County has a TTY (Text Telephone/Typewriter) and a TDD (Telecommunications Device for the Deaf) in the Communications Center. A Spanish speaking radio station is included in the EAS system. The Dialogic Communication call down system will be used also along with Seminole Government Television (SGTV). If time permits, fire and police units could drive into neighborhoods and make announcements over the PA systems of an impending event or evacuation.

The Public Safety Citizen's Information Line is a 24-hour telephone number and answered by volunteers from Seminole County personnel. The designated phone number for citizen information during times of emergency is 3-1-1 or 407-665-0311. This number will be published to the media during an incident.

Emergency and disaster related information is available to all seasonal and transient populations through the media using EAS.

Specific vulnerable areas by hazard are discussed in the hazard analysis section of this plan. The frequency of occurrence and intensity are also discussed. The County is vulnerable to a wide variety of hazards that

include tornadoes, hurricanes, power outages, freezes, brushfires and flooding. There is a possibility of flooding along the rivers and lakes that dot the landscape.

ESF #5, Information and Planning, and ESF #14, Public Information, will prepare periodic newsletters, including bi-lingual, to advise the public of the status of the emergency recovery efforts, to pass along emergency instructions and to advise the public of services and assistance available. Additionally, Seminole County will be using informational electronic signage. Emergency Management will work with ESF #6, Mass Care, ESF #11, Food & Water, to ensure the distribution of the newsletters at all mass care facilities and to the outreach teams in the field. (Refer to CEMP Operations Annex - Shelter Operations Plan).

3. Exercises

- a. All governmental agencies tasked with emergency management response and recovery activities and responsibilities under this plan should participate in the annual exercise. Non-governmental, not-for-profit and other outside agencies will be invited to attend and participate in each exercise. Exercises will be conducted in accordance with guidelines established in the Homeland Security Exercise and Evaluation Program (HSEEP).
- b. Seminole County will cooperate and utilize outside agencies to meet training goals and needs; i.e., Federally sponsored Emergency Management Institute, (EMI), the State of Florida Division of Emergency Management, (DEM), the Federal Emergency Management Agency (FEMA), the U.S. Office of Domestic Preparedness, training courses, and other symposiums and conferences; i.e., American Red Cross, Salvation Army, Seminole Volunteers, CERT, and RACES.

Seminole County will continue to investigate the use of programs designed to enhance the capabilities of government in responding to emergency and disaster events.

- c. Training and scheduling of training for Emergency Management purposes will be coordinated through the Emergency Management Division. It is the intent of this office to continuously review and test portions of the plan through exercises to determine the needs of the group for training. The State DEM and EMI have identified annual training schedules that are distributed to the agencies. Seminole County will conduct an annual exercise, which will be either tabletop or full-scale, and will also provide annual training on the computer program for messaging operations in the EOC.

- d. An after action briefing is held after each exercise which includes a survey form to be completed by the exercise and training course participants. The survey will request input in such areas as effectiveness, improvement and future training needs. This information will be used in the development of future training and exercise activities. All exercise After Action Reports will be prepared in accordance with guidelines set forth by the Homeland Security Exercise and Evaluation Program.

4. Training

- a. Coordinated, systematic and comprehensive training and education programs are essential for the development and maintenance of this plan. Organizations and personnel assigned emergency response and recovery activities must be capable of fulfilling their responsibilities during emergency and disaster events. Furthermore, it is imperative the public fully understands the overall concept of emergency management and their individual responsibilities before, during and after an emergency or disastrous event. Exercise drills (full-scale, functional, and tabletop) will be conducted periodically to evaluate the adequacy of the CEMP and the skills of emergency response personnel. Results of exercises and drills provide a basis for changes and for future scheduling of training for the emergency response personnel. Exercises will be scheduled, in coordination with the appropriate agencies, on at least an annual basis, unless actual occurrences satisfy exercise requirements. Exercise objectives and the scenarios for the exercise will be developed and prepared by an exercise team, which will have representatives from each major participant.

The Emergency Management Program Manager will assume the role of the training program coordinator. Community Emergency Response Team (CERT) training is a Seminole County community based training and is arranged through the Emergency Management Specialist or Program Manager. Public awareness of All Risk Hazards training is a major concern and repeated presentations are given throughout the year.

Currently all Emergency Management staff has been trained on NIMS and Incident Command System. The Division of Emergency Management offers NIMS and ICS training on an ongoing basis to assure all county employees who have disaster response related positions are properly trained on the structure of the EOC. All ESF's have also been trained on NIMS and ICS.

All fire departments and law enforcement agencies within the County have training programs and designated training officers. Other city and county agencies will identify emergency training requirements of assigned personnel, conduct or arrange for required training programs and request

assistance from the Emergency Management Division of Seminole County, if necessary.

- b. Training programs consist of three dimensions:
 - 1. Program courses available through FEMA, the State and other governmental and volunteer agencies
 - 2. Local departmental emergency response training
 - 3. Community based awareness, self-help population protection procedures and public awareness training for the general population

In addition to the normal training programs, Seminole County will provide training in the use of E Team, EOC operations and ESF functions.

Training through FEMA and the State will be announced through circulars, and information will be disseminated through the Seminole County Emergency Management Division. Most courses will be based on a needs assessment. A request for training should be forwarded to the State Training Officer. Emphasis will be placed on those areas that are considered weak and where additional training is needed. The Emergency Manager or designee of each municipality is responsible for the training of personnel under the jurisdiction of that office.

Those agencies or departments having primary or support emergency functions will establish training programs covering their respective responsibilities, in accordance with approved ESF annexes and standard operating procedures. This training is outlined in each annex, as appropriate.

Volunteer organizations, such as Seminole Community Volunteer Program (SCVP), CERT, and RACES which provide a service to the citizens of Seminole County, will receive multi-hazard, weather related training. Training in the collection and disbursing of goods and services will be provided through the Division of Emergency Management to organizations such as the Seminole Community Volunteer Program.

- c. Local personnel wishing to provide a service to the citizens through the use of the Federal programs, i.e., preparedness, response, recovery, and mitigation programs would be encouraged to take classes on-line, or attend classes at the Emergency Management Institute (EMI).
- d. Personnel involved in mitigation activities will receive on-going training according to their individual needs. Seminole County will work with all

mitigation assessment team members to ensure that all training needs are met. The primary source of mitigation training is the Florida Division of Emergency Management.

- e. All fire departments and law enforcement agencies within the County have training programs (including emergency response and recovery) and designated training officers. Other city and county agencies will identify emergency training requirements of assigned personnel, conduct or arrange for required training programs and request assistance from the Emergency Management Division. Those agencies having primary or support emergency functions will establish training programs covering their respective responsibilities in accordance with approved ESF annexes and standard operating procedures.

Volunteer organizations, such as Seminole HEART, RSVP, VISTA, CERT, RACES that provide a service to the citizens will receive multi-hazard, weather related training, collection and distribution of goods and services, and human needs. These programs will be provided by the Seminole Community Volunteer Program and Emergency Management.

5. Mutual Aid and Memorandum of Understanding (MOU's)

The principal of this Plan is that local government is initially responsible for disaster response, recovery and relief.

Each department of County government will accomplish the functions for which it is responsible.

- a. In a localized disaster, each individual municipality will respond to and manage emergencies until their resources are exhausted. When Seminole County has declared a county-wide disaster, and the resources of the municipalities have been exhausted and assistance is requested by the municipalities of Seminole County, the Director of Seminole County Emergency Management will establish a unified command. Seminole County will serve as the coordination and control point for State and Federal resource requests. Each level of government will request aid from the next highest level of government only when resources at that level are clearly inadequate to deal with the problem or its aftermath. It follows, therefore, that local municipalities will request assistance from Seminole County under the established mutual aid agreements and authorities of Seminole County will request assistance, if needed.
- b. Upon request either by the State or Local government, Seminole County will respond to requests for mutual aid with rescue teams, law enforcement and other emergency workers, and provide such assistance

with or without compensation, in accordance with the Statewide Mutual Aid Agreement, and the Florida State Fire Chief's Mutual Aid Agreement.

All municipalities within the County have entered into the Statewide Mutual Aid Agreement. All Memorandums of Understanding and agreements required by the Emergency Support Functions are the responsibility of the primary coordinator of each ESF. A copy of the MOU or agreement will be maintained by Emergency Management.

IV. FINANCIAL MANAGEMENT

A. Assumptions:

1. Due to the nature of emergency situations, financial operations will often be carried out under short time restraints that cannot be accommodated using routine accounting procedures. Note that this in no way lessens the requirement for sound financial management and accountability.
2. A Presidential disaster or emergency declaration will open the way for funding the costs of uses of resources initiated at the state and local levels.
3. The Federal Office of Management and Budget (OMB) and Congress will give rapid approval to a FEMA-prepared emergency budget at a level sufficient to sustain a response operation for at least three weeks with the opportunity to extend the budget if the situation warrants.
4. The Governor's Proclamation of a State of Emergency can temporarily set aside normal state budgetary restrictions in order to finance emergency response and recovery activities.
5. It is the intent of these guidelines to provide guidance for basic financial management to all departments and agencies responding under the provisions of the plan, to ensure that funds are provided expeditiously and that financial operations are conducted in accordance with appropriate policies, regulations and standards.
6. All records relating to the allocation and disbursement of funds pertaining to activities and elements covered in this plan must be maintained, as applicable, in compliance with Chapter 252, Florida Statutes, relating specifically to emergency management powers and the responsibilities of local government.

B. Expenditure of Funds:

Each agency and/or municipality is responsible for establishing effective administrative control of funds and segregation of duties for proper internal controls and to ensure that actions taken and costs incurred are consistent with the missions identified in this plan.

1. All Seminole County Departments will coordinate funds and expenditures through ESF# 7, *Resource Support*, under the direction of the Department of Fiscal Services. Seminole County agencies and personnel will complete all reporting and tasks to meet the deadlines, as established by the Department of Fiscal Services for data submission.
2. The Seminole County Emergency Management Division has hosted and will continue to host workshops on Disaster Assistance. All municipalities and local agencies should participate in these workshops.
3. The Handbook for Disaster Assistance, Department of Community Affairs, Division of Emergency Management, has been prepared to provide basic information and instruction. This will be used as a training guide. The training will be provided as necessary.
 - a. This Handbook can be obtained from the Florida Division of Emergency Management or Seminole County Emergency Management Division.
 - b. Extreme care and attention to detail must be taken throughout the emergency response and recovery period to maintain logs, formal records and files, copies of all expenditures (including personnel time sheets), in order to provide clear and reasonable accountability and justification for future reimbursement requests. All records relating to the allocation and disbursement of funds pertaining to activities and elements covered in this plan must be maintained, as applicable, in compliance with Chapter 252, Florida Statutes, relating specifically to emergency management powers and responsibilities of local government.
4. When the County responds to assist another agency, Seminole County will bill that agency according to established guidelines and attach copies of payroll and invoices. The agency will reimburse the County when they receive payment from the State or FEMA.
 - a. When another agency is assisting the County, that agency will bill Seminole County and attach proof of invoice, i.e., payroll sheets, invoices, etc. When Seminole County is reimbursed from the State or FEMA, they will then reimburse the mutual aid agency.
 - b. Invoicing another mutual aid agency will only be done when the invoice agency is being reimbursed.
5. **The Emergency Management Preparedness and Assistance Trust Fund Base Grant Program (EMPA)** supports EOC upgrades, purchases, personnel, and the Community Emergency Response Team (CERT) training. The **Hazard Mitigation Grant Program (HMGP)**, funds the wind protection for primary shelters; i.e., protection of school windows. The **State Homeland Security Grant** program

(SHSGP) funds planning, training, equipment, and EOC enhancements relating to terrorism/homeland security.

6. A Presidential Disaster Declaration will permit funding from the Federal Disaster Relief Fund, under the provisions of the Stafford Act, in addition to the financial resources initiated at the local and state levels.

- a. **Public Law 93-288** explains two types of grants available:

A Large project grant is approved when the total project cost to repair or replace eligible public damage. The grant must be used to restore public or private non-profit facilities to their pre-disaster condition.

A small project grant is approved when the total project cost repairs or replaces eligible damage less than that of large projects.

- b. Other agencies that will assist in relief funding would be U.S. Farm Home Administration, U.S. Small Business Administration, American Red Cross, Salvation Army, and Community Development Block Grant Program, CDBG funding provided to the County by the Federal Government.

7. *ESF #7, Resource Support*, will have the responsibility for financial management. See Response Section and *ESF #7, Resource Support* responsibilities.
8. Timely financial support of any extensive response activity could be crucial to saving lives and property. While innovative and expeditious means of procurement are called for during times of emergencies, it is still mandatory that good accounting principles and practices be employed in order to safeguard the use of public funds from the potential of fraud, waste and abuse. Extreme care and attention to detail must be taken throughout the emergency response and recovery period to maintain logs, formal records and file copies of all expenditures (including personnel time sheets), in order to provide clear and reasonable accountability and justification for future reimbursement requests. Reimbursement is not an automatic “given” so as much deliberative prudence as time and circumstances allow, should be used.

V. References and Authorities

The authority for local governments to respond to situations and take actions necessary to safeguard the life and property of its citizens is set forth in the following regulations.

1. Seminole County

- a. **Seminole County Resolution Number 93-R-242**, September 14, 1993, Emergency Management.

- b. **Seminole County Emergency Ordinance 95-13**, October 10, 1995, establishing guidelines for Chain of Command during emergency situations.
- c. **Seminole County Comprehensive Plan Ordinance No. 91-13**, September 11, 1991.
- d. **Chapter 125**, Florida Statutes, County Government.
- e. **Chapter 162**, Florida Statutes, County or Municipal Code Enforcement.
- f. FLNG-MSCA, ESF, SOP's, Department of Public Safety Emergency Event Guidelines, ESATCOM Standard Operating Procedures, Wetlands Field Guide Appendix 5, Natural Resources Planning Standard Part 16, Land Development Code, Comprehensive Plan Land Use Map as indicated in GIS, Seminole County Web Site.
- g. Seminole County Sheriff's Office Unusual Occurrences Manual, Public Works Storm Procedures Manual, Environmental Services Disaster Plan, Seminole County Planning & Development Department, Disaster Assessment Response Team (D.A.R.T.) Procedures
- h. Statewide Mutual Aid Agreement with all municipalities, Memorandum of Understanding with Seminole County School Board for Special Needs Shelters.
- i. Distribution Points for the Strategic National Stockpile (SNS). Memorandum Understanding with Seminole Community College for Dependent Care Shelter, and MOU with Seminole Community Volunteer Program.

2. State

- a. **Chapter 252** of the Florida Statutes (State Emergency Management Act, as amended).
- b. **Governor's Executive Order 80-29**.
- c. **The State of Florida Comprehensive Emergency Management Plan**.
- d. **Rules 9G-6, 9G-11, 9G-14, 9G-19 and 9G-20**, Florida Administrative Code.
- e. **State of Florida Department of Community Affairs Resource and Finance Management Policies and Procedures for Emergency Management**.
- f. **State of Florida 2000 Statewide Mutual Aid Agreement**.

3. Federal

- a. **Public Law 103-337**, which re-enacted the Federal Civil Defense Act of 1950 into the Stafford Act.
- b. The **Robert T. Stafford Disaster Relief and Emergency Assistance Act** (PL 100-707 which amended PL 93-288).
- c. **Public Law 106-390**, Disaster Mitigation Act of 2000.
- d. **FEMA Public Assistance Guide** (FEMA 322).
- e. **Homeland Security Presidential Directive 5, Management to Domestic Incidents.**

A. Executive Orders

1. State

- a. **Executive Order 80-29** (Disaster Preparedness), dated April 14, 1980.
- b. **Executive Order 87-57** (State Emergency Response Commission), dated April 17, 1987; as updated by Executive Order 98-153 and 98-155.
- c. **Executive Orders 98-153 and 98-155.**
- d. **Statewide Mutual Aid Agreement** (July 31, 2000 as Amended by Modification #1, October, 1994).

2. Federal

- a. **Florida and Federal Emergency Management Agency Region IV**, 1993.
- b. **Executive Order 11795, dated July 11, 1974**, as amended by Executive Order 11910, dated April 13, 1976.
- c. **Executive Order, 11988**, Flood Plain Management.
- d. **Executive Order, 11990**, Protection of Wetlands.
- e. **Executive Order, 12656**, Assignment of Emergency Preparedness Responsibilities.
- f. **Presidential Decision Directive – 39**, United States Policy on Counter Terrorism.
- g. **Homeland Security Presidential Directive 5 – Management of Domestic Incidents – Adoption and Implementation of NIMS.**

- h. Public Law 93-288**, as amended, which provides authority for response assistance under the Federal Response Plan and which empowers the President to direct any Federal agency to use its authority and resources in support of state and local assistance efforts.
- i. Public Law 81-920**, the Federal Civil Defense Act of 1950, as amended, provides a system for joint building of capability at the Federal, state, and local levels to deal with all hazards.
- j. Public Law 93-234**, Flood Disaster Protection Act of 1973, as amended, provides insurance coverage for all types of buildings.
- k. Public Law 99-499**, Superfund Amendments and Reauthorization Act of 1986, which governs hazardous materials planning and right-to-know.
- l. Public Law 101-615**, Hazardous Materials Transportation Uniform Safety Act (HMTUSA), which provides funding to improve capability to respond to hazardous materials incidents.
- m. Memorandum of Understanding**, with Seminole County and the American Red Cross (ARC).

This MOU provides for cooperation and coordination between the American Red Cross and state *“agencies, authorities, counties, and municipalities in carrying out assigned responsibilities in the event of a “disaster”*.

APPROVED:

Brenda Carey, Chairman
Board of County Commissioners

Cindy Coto, County Manager

Maryanne Morse
Clerk of the Circuit Court

RECOVERY

I. INTRODUCTION

The recovery section of the CEMP establishes a detailed framework of Federal and State government support for local government efforts to restore essential public and social services following a disaster; much of this support involves the coordination and administration of Federal disaster assistance.

When a Presidential Disaster Declaration is issued in response to an incident, key Federal and State recovery officials will establish and co-locate at a Joint Field Office (JFO). The JFO serves as the central point for associated recovery issues. Disaster recovery operations highlight the importance of the recovery period and need to anticipate the demands the recovery will create. The local liaison to the Joint Field Office (JFO), if one is established, will be the Liaison Officer assigned to the Emergency Operations Center.

Recovery is the phase of Emergency Management that continues until all systems return to normal, or as close to normal as possible. Recovery efforts will begin during or shortly after response efforts begin. Therefore, the chain of command/organizational structure will remain the same as stated in the Basic Plan in order to ensure continuity in operations. The Seminole County Emergency Management Manager will address any transitional issues arising from the response to the recovery phase. All recovery activities are coordinated through the Seminole County Emergency Management Office.

Recovery activities that may be initiated after the damage assessment, if necessary, to ensure a successful recovery effort are as follows:

- ✓ Damage Assessment Function
- ✓ Disaster Recovery Center (DRC) locations & maintenance
- ✓ Infrastructure/Public Assistance
- ✓ Debris Management
- ✓ Community Relations
- ✓ Unmet Needs Coordination
- ✓ Emergency Housing

II. GENERAL

- A. The Seminole County Emergency Management Division is the primary agency that will be responsible for coordinating recovery activities for the County.
- B. Disaster recovery is a coordinated effort in Seminole County and involves each of the 18 Emergency Support Functions, along with the seven municipalities and various public, private and faith based agencies.

- C.
1. The coordination of recovery activities within the county is the responsibility of the Director of Public Safety.
 2. The responsibility for the activation and management of the Emergency Operations Center for the purposes of recovery is the Emergency Management Manager.
 3. A Liaison Officer is part of the Command and General Staff in the EOC and will coordinate activities with the Joint Field Office and State Recovery Office.
 4. Coordination of recovery activities with the municipalities is the responsibility of the Emergency Management Manager.
- D. When the Seminole Emergency Operations Center is activated to respond to an emergency/disaster, the components of the Seminole County Local CEMP are placed into operation, as needed. The purpose of this is to initiate a host of activities necessary to ensure a successful recovery effort; i.e. condition monitoring, situation evaluation, identification of recovery center sites, damage assessment, deployment of damage assessment teams, assessment of human services needs, and debris management.

The Emergency Management Manager will monitor the incident and will coordinate and administer all recovery activities, as are appropriate.

- E. Lead and Support ESFs will provide a liaison to the EOC to coordinate their activities. The ESF #5 Planning and Development Damage Assessment Response Team (DART), under direction from the Emergency Management Manager, will perform Initial and Preliminary Damage Assessment and assist in Damage Assessment with the State and FEMA.

The roles, duties and responsibilities of the lead and support agencies are as follow:

- *ESF 1 - Seminole County School Board* - assist in Transportation issues and shelters. *Florida Department of Transportation* - liaison in EOC to report road closures or damages to State roadways within the County and support assessment and additional resources
- *ESF 2 – Seminole County Information Technologies* – provide and support all communications needs. *AREA/RACES* support communications in all shelters and provide a liaison in the EOC.
- *ESF 3 Seminole County Public Works* - support in Preliminary & Damage Assessment of Public Infrastructure; Damage Assessment with State & FEMA; Debris removal from county roadways; support in reporting of Public Assistance Programs
- *ESF 4/9/10 -Public Safety, Fire/Rescue* - HAZMAT; fire & medical emergency response issues; support in damage assessment while in the field; support Unmet needs and Community Relations, as needed

- *ESF 5 – Seminole County Planning and Development* - support in Initial, and Preliminary Damage Assessment and Damage Assessment with State & FEMA; Planning, Community Relations & Unmet Needs liaison in DRC if needed. *Property Appraiser's Office* - support in Preliminary & Damage Assessment.
- *ESF 6 - American Red Cross* - support DRC with liaison; support all Unmet Needs and Community Relations; assist in emergency or temporary housing issues
- *ESF 7 – Seminole County Administrative Services/Facilities Maintenance* - support in Preliminary & Damage Assessment of County Parks and Buildings; support Debris Removal; Resource Support to the EOC. *Administrative Services Purchasing and Contracts Division* - administer all emergency purchasing and contracts pertaining to disaster relief. *Seminole County Fiscal Services, Seminole County Sheriff's Office Finance Department and Municipal Finance Departments* - compilation of disaster related expenses and payroll in accordance with FEMA criteria
- *ESF 8 -Seminole County Health Department* - liaison in EOC to address issues related to Public Health; Public Announcement updates; liaison in DRC; support of Unmet Needs, Special Needs Citizens and Community Relations.
- *ESF 11 – Seminole County Leisure Services – liaison in the EOC for food and water resources*
- *ESF - 12 - Seminole County Environmental Services* - support in debris removal, working with Contract Agency (currently Grubb's)
- *ESF 13 - Florida Army National Guard* - provide liaison to the EOC; provide military support to civil authorities on a mission request basis (traffic control, security, transportation, communications, etc).
- *ESF 14 – Seminole County Community Information* - Public Information announcements, Planning and Resource Support
- *ESF 15 –Volunteers and Donations* - support DRC with liaison; address all Unmet Needs and Community Relations issues
- *ESF 16 - Seminole County Sheriff's Office* - security; search & rescue requirements; support in damage assessment while in the field; EOC liaison to support planning issues
- *ESF 17 – Seminole County Animal Services - County Extension Agent* - liaison for the agricultural community in reporting specific problems and damages
- *ESF 18 – Business and Industry – Economic Development* will assist businesses in their recovery efforts by providing resources necessary.
- *Municipalities* - Preliminary & Damage Assessment of Public Infrastructure; Damage Assessment with State & FEMA; Debris removal within the city limits; Disaster Recovery Center liaison

F. The County will coordinate its recovery activities with its municipalities and the State by the following methods:

- The municipalities will have representatives acting as liaisons at the EOC, during or after the disaster, to coordinate the cities' efforts with the County. If the city cannot provide a representative to be present in the EOC, activities may be coordinated by radio contact (from the EOC), E-Team, telephone or cell phone (if services are available). The city will perform damage assessments and report to the County, as quickly as possible either by E-Team, restored communication lines, radio or reporting to the EOC in person.
- The State will have a representative at the EOC, before, during or after the disaster, in order that they may assist in coordination. If the State cannot provide a representative, then communication methods will be used such as EM Constellation, SATCOM, Internet, email, and telephone or cell phone. The County will use the ongoing Situation Reports (SITREPS), Incident Action Plans (IAP's) and will transmit using SATCOM, Internet, email or EM Constellation.

G. The transition process from the Response phase to the Recovery phase will begin early in the Response phase.

1. Once information is gathered and reviewed to start the identification of areas that should receive priority for Damage Assessment and Human Needs Assessment, the transition from Response to Recovery takes place; but only as soon as can be initiated in a safe manner. The ESF staff will transition into a Recovery support mode.
2. The Emergency Management Manager will coordinate all efforts involved with the Joint Field Office (JFO) operation. The JFO is the primary field location for the coordination of Federal and State short and long-term recovery operations. The Federal Coordinating Officer and the State Coordinating Officer will co-locate in the JFO, as well as other Federal and State essential personnel. Recovery and mitigation operations, logistics, information and planning, financial management and general administration are coordinated at the JFO. The Forward-State Emergency Response Team operational control will transition to the JFO at a time determined by the State Coordinating Officer.
3. If preliminary damage assessment warrants a declaration, the County will then perform Damage Assessment. Reports will be generated for Public Assistance, Debris Clearance, Emergency Protective measures, Individual Assistance, and local Business damages. During this time, the State may coordinate an applicant's briefing, followed by a kick-off meeting. The local jurisdiction will then be required to complete project work sheets, which will be subject to State and FEMA review. If the project worksheets are acceptable, the local jurisdiction will initiate the work and submit progress reports to the State for payment of funds. The type of reports and the payment schedule will depend on the project size.

Informing and publicizing the FEMA registration number and the location of the DRC (Disaster Recovery Center) site(s) will initialize Individual Assistance.

4. In comparison to declared disaster activities as previously described, an undeclared disaster would still warrant a transition from Response to Recovery mode, and would still utilize a Preliminary Damage Assessment process. Certain lead and support agencies would still be utilized, depending on the type of disaster and the amount of devastation. The reporting process would cease with the local jurisdiction administrative offices for Public Infrastructure to be processed by insurance or by Board approved expenditures. Resources would be sought to relieve, individuals from disaster related hardships.

When a Presidential Disaster Declaration is issued in response to an incident, key Federal and State recovery officials will establish and co-locate at a Disaster Field Office (JFO). The JFO serves as the central point for associated recovery issues. Disaster recovery operations highlight the importance of the recovery period and need to anticipate the demands the recovery will create. The County Liaison Officer will be in constant touch with the JFO.

III. A. DAMAGE ASSESSMENT FUNCTIONS

1. The Planning and Development Department (ESF 5), is responsible for Safety and Preliminary Damage Assessment. The individual responsibility would fall to the Building Official, under the authority of the Emergency Management Manager.
2. The Seminole County Sheriff's Office, Seminole County Fire/Rescue, Public Health Unit, municipalities and the Florida Department of Transportation will be used as support for initial damage assessment, if manpower allows. If necessary, damage assessment teams will be utilized from the Building Department and as noted below, the Property Appraiser's Office will also assist. The cities of Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford, and Winter Springs will conduct much of their assessments, especially those involving the public infrastructure. All agencies listed above will play vital roles in the recovery process.
3. The agencies involved in Initial Damage Assessment and their roles are as follow:
 - a. Seminole County Emergency Management is responsible for coordination of all initial damage assessment and verification and will collect and compile all losses and expenses for submission to DEM.
 - b. Damage Assessment Teams will perform the damage assessments on residences and public infrastructure and will report the percentage or the degree of damages for compilation.

- c. Seminole County Property Appraiser's Office will provide an estimated property cost for losses of residences, businesses and public buildings.
 - d. Seminole County Public Works Department will perform Public Damage Assessment of County roadways, right-of ways and bridges and will attach an estimated cost for losses and for emergency protective measures.
 - e. The Seminole County Landfill and the Debris Management Contractor will assess preliminary debris removal and extraordinary Landfill expenses and emergency protective measures involved.
 - f. The Facilities Maintenance Manager will perform damage assessment of County Parks and Facilities.
 - g. ESF #18, Business and Industry will be responsible for damage and damage assessment for local businesses and will report the percentage or the degree of damages. ESF 18 will be a liaison with the business community for individual assistance and economic disaster redevelopment.
 - h. All public utilities will assess and report the amount of their damage and loss.
 - i. The County Extension Office will gather information from the agricultural industry and report damage estimates to the Damage Assessment Teams and Seminole Heart for long term recovery efforts.
4. Most of the data collection will be on standardized forms similar to the forms used in Damage Assessment. The utility companies, the municipalities and subcontractors will be provided with a listing of the required information and a time frame for reporting to the Emergency Management Division. The information will be faxed or e-mailed or transmitted on a Situation Report to the FDEM. (We will use whatever method is most appropriate and acceptable by FEMA at the time.)
5. Local coordination with the Joint local, Federal and State PDA operations will take place in the Emergency Operations Center. The local Damage Assessment Team will meet with FEMA and State representatives. A member of the D.A.R.T. will accompany the State and Federal representatives out in the field to assist with the PDA process. Maps of all the damaged areas will be provided by GIS. The D.A.R.T. is composed of local individuals from the Building division as well as the Planning and Development Director. A representative from the Sheriff's Office will provide transportation needed as well accompany the teams into the field.

6. The Damage Assessment Team will also be responsible for damage assessment on local businesses and will report any damage information to the EM Manager, including the percentage or the degree of damages. Depending on the intensity of the disaster, there are several methods of assessing economic injury. One method is to provide the Chamber of Commerce or the Economic Development Department, ESF #18 with a preliminary assessment of local businesses. They may be able to compile an overall total of business losses based on their knowledge of the company and their history. The economic impact can also be obtained directly from the business owner. After the business losses are assessed, the property appraiser can provide the building or property losses in order to achieve a total economic injury picture.
7. The municipalities are provided with Damage Assessment training by county staff and are asked to provide a damage assessment member to work with the County damage assessment response team. Prior to a disaster the cities will be notified of EOC activation and city liaison will be requested at the EOC. At this point, city personnel will be notified of their Damage Assessment contact, and where Damage Assessment teams will be based. The city will report to the County EOC with their assessments for Initial and Preliminary Damage Assessment.
8. Planning assumptions considered in the development of the Damage Assessment Process:
 - a. Contracts for Debris Management are in place
 - b. Mutual Aid agreements are in place
 - c. Contracts and/or memorandums of understanding with supply vendors are in place
 - d. All recovery personnel have been provided training and are aware of their role in recovery
 - e. Seminole County may have limited resources to handle recovery following a large disaster or catastrophic event
 - f. Seminole County may need mutual aid assistance from outside resources to handle the recovery process
9. The County Building Official or designee (Building Inspectors or Code Enforcement) will be responsible for designating homes that are unfit for habitation based on the damage assessment reports.

STANDARD OPERATING PROCEDURES

-Refer to the Planning and Development Department Damage Assessment Team (DART) SOP.

B. DISASTER RECOVERY CENTER (DRC)

GENERAL

Following a Presidential Declaration of a major disaster, the Federal Emergency Management Agency (FEMA) may establish Disaster Recovery Centers (DRCs). Each center will provide a location where disaster victims may apply for various types of assistance available to individuals and private businesses. Tele-registration is the planned primary mechanism for the registration of affected citizens and persons impacted by a disaster.

1. The Logistics Section Chief will have lead responsibility to ensure the selected facilities, or locations, are capable of supporting DRC operations for extended periods of time and for coordination with the State.
2. The EOC Liaison Office will have a support role in Disaster Recovery Center operations.
3. The Logistics Chief will coordinate closely with the State to ensure the selected Facilities or locations are capable of supporting DRC operations for extended periods of time. A formal request for opening a DRC will be made through EM Constellation by the Logistics Chief. The concept is to have only one center in each geographical area of the County. The Logistics Chief will provide the State and Federal Individual Assistance Officers with a list of locations identified in the pre-event planning stage and that have been inspected by preliminary damage assessment teams and found to be safe.
4. Additional agencies and staff may be located at the DRC as needed:
 - *Seminole County Extension Agent* - assistance with agricultural community
 - *Seminole 3County Health Department* - assist with health and safety issues
 - *Florida Department of Labor & Employment Security* - assistance and information to disaster victims about unemployment compensation and disaster unemployment assistance.
 - *U.S. Farmers Home Administration and Florida Department of Agriculture and Consumer Services* - assistance and information to disaster victims about low interest disaster loans that cover agricultural and farm losses.
 - *U.S. Small Business Administration* - assistance and information to disaster victims about low interest disaster loans for homeowners and business owners.
 - *American Red Cross* - assistance and information about available resources available through the American Red Cross.

- *Crisis Counselors* - professional counseling services to help relieve mental health problems caused or aggravated by the disaster event.
- *Florida Department of Insurance* - assistance and information about resolving insurance claims and problems.
- *Florida Department of Children & Families* - assistance and information on the availability of regular and emergency food stamps and individual/family grants.
- *National Flood Insurance Program* - assists in determining whether damaged properties are located within designated flood plains.
- *Internal Revenue Services* - assistance and information about how the disaster will affect their taxes.

STANDARD OPERATING PROCEDURES

See Operational Annex RECV 002-DRC

C. INFRASTRUCTURE/PUBLIC ASSISTANCE

Federal public assistance is that part of emergency or major disaster relief through which the federal government supplements the efforts of state and local governments to return the disaster area to normal conditions, including repair and restoration of public facilities or services which have been damaged or destroyed. Two types of assistance are authorized, emergency and permanent. Emergency work includes efforts to save lives, protect property and maintain operation of essential facilities until permanent restoration can be made. Permanent work involves actions necessary to repair, restore, reconstruct or replace public and certain private non-profit facilities damaged or destroyed by the disaster.

Project applications for federal public assistance may be approved to fund a variety of projects, including the following:

- ✓ Emergency Protective Measures for the preservation of life and property
- ✓ Clearance of debris on public or private lands and waters
- ✓ Repair or replacement of water control facilities
- ✓ Repair or replacement of public utilities
- ✓ Repair or restoration to pre-disaster condition of public facilities including facilities damaged while under construction
- ✓ Repair or restoration of recreational facilities and parks
- ✓ Repair or replacement of private non-profit educational, utility, emergency medical and custodial care facilities

All repair or restoration must meet current health and safety codes and standards; or, if no such codes are in existence or are inadequate to insure a safe and usable facility, the Federal Emergency Management Agency (FEMA) Administrator may set minimum standards.

1. The Fiscal Services Department is responsible for coordinating state and federal disaster assistance claims. All County agencies and municipalities are responsible for participating in Public Assistance Program activities as needed.

2. The agencies that have support roles to the Public Assistance Program are the following:

State of Florida, Division of Emergency Management
Seminole County Administrative Services
Seminole County Public Works
Seminole County Environmental Services
Municipalities
Local Mitigation Strategy Committee
County Engineer

3. The roles and responsibilities of the primary and support agencies involved in Public Assistance are as follows:

a. State of Florida, Division of Emergency Management is responsible for:

- All joint activities among FEMA, state agencies and local governments
- Will assist local governments, other state agencies and private non-profit organizations in identifying potential projects
- Organize and coordinate Project Worksheets (PW)
- Advise and assist local governments and state agencies in completing project applications, including scheduling the Applicant's briefing
- Review all County project applications, assure that all requirements for federal assistance have been satisfied according to the Eligibility Handbook, recommend approval or disapproval and forward to FEMA
- Notify appropriate agencies when interim and final inspections are needed
- Review Final Inspection Reports for completeness and provide copies to FEMA
- Review and analyze Summaries of Documentation against approved Project Applications and Final Inspection reports and submit them with recommendations to the Auditor General. After the audit, review all records and audit reports and forward them to FEMA with state vouchers and voucher analysis.

b. Seminole County Fiscal Services Department is responsible for:

- Coordinate state and federal disaster assistance claims for the County

- Provide notice of Applicant's Briefing to other applicants/agencies
 - Submit "Notice of Interest" forms, Project Applications, Project Worksheets, Quarterly Reports, and Final Inspection Requests to DEM, in compliance with the Handbook for Applicants
 - Train personnel in appropriate techniques for damage surveys and record maintenance, including Project Worksheet information prior to any disturbance
 - Request advance funding or partial payment through the DEM, if needed
 - Complete the Summary of Documentation and Blanket Certification to request final payments
 - Maintain a system of complete documentation for all activities and expenditures so that each can be identified by date and by exact facility/site.
 - Provide all documentation for state and federal audits when requested.
 - Manage grants related to disaster relief
- c. Seminole County Fiscal Services Director, or his/her designee, shall be the local public official who attends the applicant/kick-off briefing and signs the "Notice of Interest" for the County.
- d. Seminole County Fiscal Services Department will:
- Provide personnel to collect information to prepare the project worksheets and work with FEMA and state representatives for completion of such worksheets
 - Provide completed summary documentation for each project
 - Verify that all repairs and restoration are completed in a timely manner
 - Budget all disaster related expenses
 - Track all disaster related reimbursements
 - Provide documentation for all State and Federal audits as required
 - Will act as the county representative at the Applicant Briefing and Kickoff meetings.
- e. Municipalities will:
- Provide a representative to attend the applicant/kick-off briefing and sign the "Notice of Interest" for the city
 - Work with FEMA and DEM to complete the application, project worksheets, and Final Inspection Request, for all city related projects
- f. Local Mitigation Strategy Committee will:
- Review Damage Assessments and make recommendations for mitigation projects

- g. County Engineer will:
 - Assist in determining project costs
 - Assist in LMS review
- h. Seminole County School Board will:
 - Provide a representative to attend the applicant/kick-off briefing and sign the "Notice of Interest" for the School Board
 - Work with FEMA and DEM to complete the application, project worksheets, and Final Inspection Request for all School District related projects.

4. Concept of Operations

Seminole County will have limited resources to handle recovery activities following a large disaster or catastrophic event.

Disaster Assistance will require a local match. Each agency will budget for the match.

The county agencies and municipalities will participate in the Disaster Assistance Program and will appoint a Public Assistance Coordinator.

a. Administrative procedures are as follows:

- i. Financial transactions, accurate accounting, grants management and payroll for all obligations related to a disaster or emergency will be the responsibility of Fiscal Services/Finance Department.
- ii. Support Staff will be utilized to maintain files and prepare correspondence.
- iii. Hiring of temporary staff for disasters will be coordinated through the Human Resources Department.

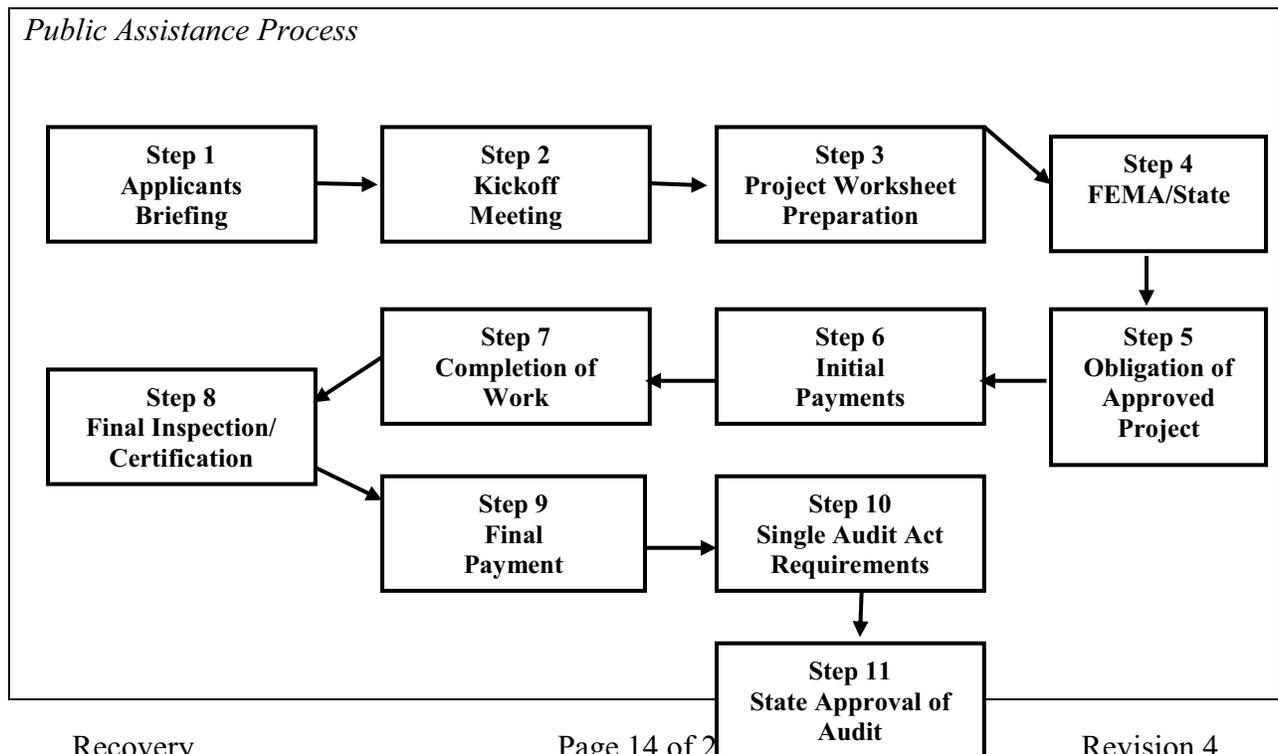
5. The Fiscal Services Director will act as Public Assistance Coordinator. Implementation of the public assistance process for quarterly reporting, Final Inspection Requests and various correspondence and documentation, as well as grant reporting, will fall to the Fiscal Services Director. Project Management will be the responsibility of the Public Works Department. Financial management is the responsibility of the Fiscal Services Department.

6. The Facilities Maintenance Division, Landfill and Utilities Division will support the Public Works Department in the assessment and restoration of their respected facilities relative to the Public Assistance process.

7. Potential Applicants such as private and non-profit agencies, as well as County and municipal departments will be notified of the Public Assistance Program via email and telephone calls as necessary. Pre-identification of applicants will be performed by the Emergency Management Office along with the Fiscal Services Director. Applicants should include municipal departments, county departments, School Board, volunteers and other non-profits who are eligible for assistance. Steps used in identifying and funding public assistance projects and potential applicants are described in detail in the Public Assistance Handbook.
8. The "kick-off" meeting will be attended by the Fiscal Services Director and the staff members who will assist in the project worksheet formulation. All other agencies that have submitted a request for Public Assistance and such application has been approved by the State and FEMA will have individual kick-off meetings. These agencies include municipalities, School Board, not for profits, etc. The Fiscal Services Director will serve as the County representative at both the Applicant's Briefing and the Kick Off meeting.
9. The principal steps in identifying and funding public assistance projects are as follows:
 - a. Identification of damaged areas is obtained from the Damage Assessment Team. FEMA and State coordinators make the determination as to what projects are eligible for public assistance.
 - b. Currently, there are two types of grants (funding methods) available based on the cost of the project: Public Assistance and Hazard Mitigation Programs.
 - c. Pre-identified public assistance projects are listed in the Local Mitigation Strategy (LMS). A copy of the LMS is located in the Emergency Management Office.
10. Each type of assessment is designed to quantify the eligible damages an individual or community incurred. Listed below are the eligible types of assistance:
 - Public Assistance
 - Category A - Debris Clearance
Includes all storm-induced debris on non-federal public roads (including the right-of-ways), non-federal public waterways, and other public and private property when local government forces legally undertake removal. It can also cover the cost of demolition of public structures, if those structures were made unsafe by the disaster.
 - Category B - Emergency Protective Measures

Addresses the provision of appropriate emergency measures designed to protect life, safety, property and health (i.e. barricades, sand bags and safety personnel).

- Category C - Road System
Addresses damages to non-federal roads, bridges, streets, culverts and traffic control devices.
- Category D - Water Control Facilities
Eligible damages include costs to repair or replace dikes, dams, drainage channels, irrigation works and levees.
- Category E - Building and Equipment
Eligible damages include costs to repair public buildings and equipment, supplies/inventories that were damaged, and transportation systems such as public transit systems.
- Category F - Public Utility System
Assistance is available for damaged water systems, landfills, sanitary sewerage, storm drainage systems and light/power facilities.
- Category G - Other
The "Other" category includes parks and recreational facilities, or any other public facility damages that do not reasonably fit in one of the other six categories.





- Individual Assistance
 - Damage to Homes

A person whose primary residence has been damaged due to a disaster may qualify for various forms of disaster assistance. When damage assessors go into the field, they estimate the degree of damage to the home, evaluate the victim's insurance coverage and determine the habitability. Damage assessment team in the field use Form B to quantify the damage.
 - Damage to Businesses

Disaster damaged businesses and their employees are eligible for certain individual assistance programs. Form C is used to quantify business damage, as well as make a preliminary determination of the impact of the damage on the community. Loss of a business results in lost jobs, income, etc. to the individual owner and employees.

5. There are wide ranges of disaster Individual Assistance programs including:

- *Small Business Administration (SBA)*

Once implemented, the SBA program can offer low interest loans to individuals and businesses for refinancing, repair, rehabilitation, or replacement of damaged property (real and personal). Loans may be available to businesses, which have suffered an economic impact as a result of the disaster. A SBA declaration can be made independently or in concert with a Presidential Disaster Declaration. There must be a minimum of twenty-five homes or businesses with 40 percent or more uninsured losses and/or five businesses with substantial economic or physical losses.

- *Temporary Housing (Section 404, Public Law 93-288)*

In the event of a Presidentially declared disaster, the Federal Emergency Management Agency managed Temporary Housing Program may be authorized in order to meet the housing needs of victims. The program has several components including:

- *Mortgage and Rental Assistance Program*

Applicable for individuals or families who have received written notice of eviction or foreclosure due to financial hardship caused by a disaster.

- *Rental Assistance*
Provided to homeowners or renters whose dwelling is determined unlivable as a direct result of a disaster.
 - *Minimal Repair Program*
Provides money for owner occupied, primary residences which may have sustained minor damage, and are unlivable as a direct result of a disaster.
 - *Mobile Homes or Other Readily Fabricated Dwellings*
When all other avenues are exhausted, Federal Emergency Management Agency may initiate the mobile home program. Such homes are moved to, or near, the disaster site and set up.
- *Individual and Family Grant Program* (Section 408, Public 93-288)

The Individual and Family Grant Program provides grants to help families meet serious needs and necessary expenses that are not covered by other government assistance programs, insurance, or other conventional forms of assistance. Grant amounts adjusted annually in accordance with the consumer price index. Financial aid can be provided under the following categories:

- *Medical expenses*
- *Transportation costs*
- *Home repairs*
- *Replacement of essential property*
- *Protective measures*
- *Funeral expenses*

Seventy five percent of the costs are funded by Federal Emergency Management Agency and 25 percent by the state and/or local government.

- *Disaster Unemployment Assistance* (Section 407, Public Law 93-288)

Individuals unemployed as a result of a major disaster, and not covered by regular state or private unemployment insurance programs, will be eligible for unemployment benefits. The weekly compensation received will not exceed the maximum amount of payment under Florida's Unemployment Compensation Program, and may be provided until an individual is re-employed or up to twenty-six weeks after the major disaster is declared (whichever is shorter).

- *Farm Service Agency (FSA)*

Low interest disaster loans are made available to farmers, ranchers and agricultural operators for physical or production losses. Loans of up to 80 percent of actual production loss or 100 percent of the actual physical loss, with a maximum indebtedness of \$500,000, may be made to either the tenant or owner of the agricultural business.

- *Income Tax Service*

The Internal Revenue Service helps victims identify ways in which the disaster affects their federal income tax. Casualty loss credit, early tax refunds and information on lost documentation are some services available to disaster victims.

- *Community Relations*

The Federal Emergency Management Agency and state officials will conduct "outreach" activities in an effort to inform disaster victims concerning what programs are available, where the Disaster Recovery Centers are located and hours of operation. This outreach will be accomplished by utilizing all media resources and by assembling and deploying outreach teams to remote areas to inform residents of assistance efforts.

- *Disaster Related Stress Management*

Professional services are provided to help relieve disaster related stress and prevent the development of more serious physical and mental health problems.

- *Florida Department of Insurance*

Assistance and information about resolving insurance claims are provided.

6. Emergency/Disaster Support Activities other than Public Assistance or Individual Assistance:

- *Small Cities Community Development Block Grant*
- *Community Services Block Grant*
- *Low-Income Home Energy Assistance Program*
- *Low-Income Emergency Home Repair Program*
- *Home Investment Partnership Program*
- *State Housing Initiative Partnership Program*

D. DEBRIS MANAGEMENT

GENERAL

Major natural disasters can generate enormous volumes of debris in short periods of time. Debris clearance, removal and disposal operations must be implemented quickly to expedite recovery operations and to protect public health and safety of the local population. While response activities (such as search and rescue, fire fighting and medical services for the injured) are in full operation, recovery operations begin with clearing debris from all major roads to assist emergency units in the response operations and to facilitate access to impacted areas by county and municipal Damage Assessment Teams. See Debris Management Plan.

In a catastrophic disaster, FEMA can provide direct federal assistance to support local governments in performing some of the activities related to debris clearance, removal and disposal. The response capabilities of Seminole County must be clearly exceeded before this level of assistance can be provided. The work can be performed under this authority is limited to emergency work and debris removal under Sections 402(4), 403 and 407 of the Stafford Act.

FEMA Public Assistance (PA) funds may be used for debris clearance, removal and disposal operations. Debris that may be eligible includes:

- ✓ Vegetative
- ✓ Construction and Demolition
- ✓ Hazardous Waster
- ✓ White Goods
- ✓ Soil, Mud, Sand
- ✓ Vehicles and Vessels
- ✓ Infectious Waste
- ✓ CBRNE Debris
- ✓ Garbage

The debris must be a direct result of the declared event; must occur within the designated disaster event; and must be the responsibility of the applicant at the time of the disaster. Debris removal may be eligible when it:

- ✓ Eliminates immediate threats to lives, public health and safety
- ✓ Eliminates immediate threats of significant damage to improved public property
- ✓ Ensures economic recovery of the affected areas to the benefit of the community-at-large

CONCEPT OF OPERATIONS

1. The Environmental Services Director and the Solid Waste Manager are responsible for coordinating the Debris Management effort between the State and FEMA.
2. The agencies that have support roles to Debris Management are the following:
 - Seminole County Emergency Management
 - Seminole County Public Works Department
 - Municipalities
 - Florida Department of Transportation
 - Seminole County Administrative Services
 - Seminole County Environmental Services/Landfill
 - Debris Management Contractor
3. The roles and responsibilities of the primary and support agencies involved in Debris Management are described in the Debris Management Plan.

Standard Operating Procedures

-See Debris Management Plan

E. COMMUNITY RELATIONS

GENERAL

Federal Emergency Management/State Community Relations Teams are deployed to disseminate information and collect data to assist disaster affected communities and individuals in receiving the assistance to which they are entitled. The primary functions of these teams are to identify and report unmet human needs and to inform disaster victims of the disaster assistance programs and the tele-registration process.

Community Relations Teams have a mission to go into the affected areas after a disaster and determine resource shortfalls in the area of human needs. Community Relations Teams also disseminate information and tele-registration numbers in regards to disaster assistance services to residents and businesses. All unmet resource needs are to be reported to Seminole County Emergency Management, where the information will be analyzed and forwarded to the appropriate local, State or Federal Agency.

CONCEPT OF OPERATIONS

1. Seminole County EM Director will appoint a County Community Relations Coordinator (Seminole Community Volunteer Program Coordinator) who will act as the liaison with the Federal Emergency Management/State Community Relations Teams.

2. Seminole County Emergency Management staff, American Red Cross, and various volunteers will staff and serve as support agencies to the Community Relations Team. The Seminole County Public Information Officer will provide support to distribute public information to media outlets.
3. The Seminole County Community Relations Liaison (Coordinator) will be responsible for assigning and training appropriate staff on Community Relations Teams. The teams will analyze the event's affects, geographics and demographics; analyze human needs and identify any shortfalls in resources; develop pertinent local information to be distributed by teams; and devise a strategy for Community Relations.
4. Priorities in the jurisdiction will be determined by the amount of damage sustained in a community and the population affected.
5. A list of key community leaders to be contacted after an emergency regarding community needs is maintained in the Seminole County Emergency Management Contact List, which is updated no less than annually.
6. Special populations and geographic areas that may require special outreach, in addition to any other unique demographic concerns, are:
 - a. Populations of low-lying or flood prone areas
 - b. Non-English speaking population
 - c. Migrant populations
 - d. Special Needs (to include Hospitals and Nursing Homes)
 - e. Mobile Home population
 - f. Visitors in RV Parks

F. UNMET NEEDS COORDINATION

GENERAL

In the event of a major emergency or disaster declaration by the President, federal assistance will be provided to Seminole County through a wide variety of programs. It is assumed that a number of these programs and donations will be needed to fulfill all the needs of the public.

Seminole County will make an effort to provide a coordinated approach as it relates to volunteer agencies and volunteers in an unmet needs situation and to coordinate the receipt and delivery of donated goods to those still in need. This effort includes an assessment and prioritization of available resources and identified needs and securing additional resources, in cooperation with local, state and federal agencies.

CONCEPT OF OPERATIONS

1. Unmet needs coordination with FEMA and the State will be a function of ESF#15, *Volunteers and Donations*, Seminole County Emergency Management and Seminole Heart. The lead agency for coordinating volunteer agencies is the Seminole Community Volunteer Program (SCVP).
2. Support agencies for unmet needs coordination may include volunteer agencies, private organizations or other not-for-profit organizations that are able to provide a service to citizens. Local agencies may include the American Red Cross, Salvation Army, various local faith based organizations and civic organizations. Project Hope, Seminole Heart, Christian Sharing Center and Harvest Time International along with several of the faith based members meet regularly in the Seminole County EOC.
3. The Unmet Needs function will be used to manage shortfalls in resources identified by Community Relations Teams. Seminole Heart will provide case management and assistance to low income citizens for repairs and damage cleanup; Project Hope will provide counseling to those citizens who were affected; Harvest Time will provide building material donated by the community as well as food and clothing. The faith based organizations and churches also provide members who assist in the cleanup and repair of the property of the citizens in need and who fall into low income categories. Seminole Heart will also seek out grants to provide assistance during disasters.
4. Municipalities may designate an Unmet Needs Coordinator for their particular municipality. The designated coordinator will coordinate activities within their municipality with the County's Unmet Needs Coordinator. When municipal resources are inadequate, the municipal coordinator will contact the County Unmet Needs Coordinator for additional assistance.
5. ESF#15 will identify local groups that may be utilized to establish unmet needs committees at the time of the disaster or event.
6. A Liaison from the EOC will make weekly visits to the DRC to collect information that will be used in assessing volunteer and donation needs. The Unmet Needs Coordinator will then coordinate with local, state and federal agencies to meet these needs. Case Management will assist in finding out the local unmet needs of the community.
7. Training courses are available from the State of Florida DEM and FEMA for members of the Unmet Needs Committee and all eligible parties, for many issues regarding unmet needs. Courses may include topics such as: Donations Management, Developing Volunteer Resources, DRC Management, Critical Incident Stress Debriefing, and various grant programs for Public and Individual Assistance.

G. EMERGENCY HOUSING

GENERAL

In the event of a Presidentially declared disaster in the State of Florida, the Federal Emergency Management Agency managed *Temporary Housing Program* may be authorized in order to meet the housing needs of victims.

The program has several components including:

- *Mortgage and Rental Assistance Program*
Applicable for individuals or families who have received written notice of eviction or foreclosure due to financial hardship caused by a disaster.
- *Rental Assistance*
Provided to homeowners or renters whose dwelling is determined unlivable as a direct result of a disaster.
- *Minimal Repair Program*
Provides money for owner occupied, primary residences that may have sustained minor damage, and are unlivable as a direct result of a disaster.
- *Mobile Homes or Other Readily Fabricated Dwellings*
When all other avenues are exhausted, the Federal Emergency Management Agency may initiate the mobile home program. Such homes are moved to, or near, the disaster site and set up.

Seminole County Emergency Management, in coordination with ESFs 5, 6 & 7, will provide assistance to FEMA. The Emergency Management Manager will act as the housing coordinator and liaison with the State.

Letter of Promulgation

Seminole County Comprehensive Emergency Management Plan

Residents of Seminole County in Florida face the threat of disasters and emergencies. Recognizing this threat, government at all levels has a continuing responsibility for the health, safety and general welfare of its citizens.

Normal day-to-day procedures usually are not sufficient for effective disaster response as extraordinary emergency measures have to be implemented quickly if loss of life and property is to be kept to a minimum. Emergency procedures and actions to cope with the possibility of a disaster occurrence are addressed in the Seminole County Comprehensive Emergency Management Plan.

Each Seminole County Department, municipalities and support agencies are to continue to be knowledgeable of its contents and be prepared to respond, or support response efforts, during times of necessity.

The Seminole County Office of Emergency Management shall be responsible for the coordination for the preparation and continuous updating of the Seminole County Comprehensive Emergency Management Plan and will ensure that this plan is consistent with federal and state plans.

This plan is effective August 11, 2009.

Director of Public Safety

Seminole County
Board of County Commissioners

T. E. Stone

Bob Dallari, Chairman

MITIGATION

I. INTRODUCTION

The Seminole County Comprehensive Emergency Management Plan, Mitigation addresses those issues raised in the State of Florida Comprehensive Emergency Management Plan Review Criteria. To facilitate the review process, this section will follow point-for-point the criteria format.

This section is in no way intended to be a comprehensive restatement of the Seminole County Local Mitigation Strategy (LMS). Those interested in a thorough examination of the pre-incident mitigation process are referred to the Seminole County LMS.

II. GENERAL

A. Identification of Lead Agency for Mitigation

The Seminole County Mitigation 20/20 Task Force (TF) is the lead agency. The TF Chair will be a representative of the Seminole County Division of Emergency Management (LMS Section Three, Page 1).

B. Identification of Support Agencies

The representative from each support agency will change from time to time. No effort will be made in this document to keep track of the individual TF representatives. Reference is given to LMS TF Minutes or correspondence.

Jurisdictions and Organizations Represented on the Task Force include:

- City of Altamonte Springs
- City of Casselberry
- City of Lake Mary
- City of Longwood
- City of Oviedo
- City of Sanford
- City of Winter Springs
- Seminole Community College
- Seminole County Emergency Management
- Seminole County Public Works
- Seminole County Fire/Rescue
- Seminole County Sheriff's Office

C. Concept of Pre-and-Post Disaster TF Operations

The LMS Section Four details the operating concept of the TF.

D. State and Local Pre-and-Post Disaster TF Coordination
Reference is given to:

- LMS Section One, Executive Summary
- LMS Section Two, Introduction and Purpose
- LMS Section Three, The Task Force Organization
- LMS Section Four, Bylaws and Operating Procedures

E. Inter-government Agreements

The two primary documents that jurisdictions in Seminole County participate in are the:

Seminole County Mitigation 20/20 Task Force

All cities participate

Statewide Mutual Aid Agreement

All cities signatories

Community Rating System

All cities

F. Community Rating System (Year Entering the Program)

<u>City</u>	<u>Year</u>
Altamonte Springs	1980
Casselberry	1980
Lake Mary	1980
Longwood	1980
Oviedo	1979
Sanford	1980
Winter Springs	1981

G. Mitigation Assessment Team

Following the immediate impact of a weather event, terrorist attack or other incident, individuals or teams with experience in mitigation may be combined with Damage Assessment Teams in order to identify:

- + Incident created scenarios that require quick mitigation or remediation
- + Potential initiatives for inclusion in the LMS

H. Funding Sources and Issues

The State of Florida, Division of Emergency Management, provides counties and Local Mitigation Strategy working groups with information pertaining to funding sources, such as matching grants.

Seminole County also employs a full-time grant coordinator who seeks and applies for grants on behalf of the County.

Members of the TF are the most familiarization with the Hazard Mitigation Grant Program, although, by virtue of their organizations' varied experiences, they may also have familiarity with other programs, such as Property Acquisition Projects (buyouts).

III. PRE-DISASTER MITIGATION ACTIVITIES

Seminole County has an approved Local Mitigation Strategy. Thus, Section III of this Annex is considered to be "sufficient and in compliance." The following paragraphs identify where to find the related information in the LMS or other documents.

- A. Seminole County, the seven cities within it, and other organizations constitute the LMS 20/20 TF. (LMS, Section One, Executive Summary).
- B. LMS, Section Six (Hazard Identification by Jurisdiction) and Section Seven (Initiatives for Assessed Facilities) and the separate sections for each jurisdiction and organization, contain the hazard evaluation tools and displays the findings of the assessments.

C. Program and Public Involvement

Seminole County and the cities within it participate in the National Florida Insurance Program Community Rating System (See Section II, Subsections E and F, above).

1. Public Awareness and Education

- a. The TF has not directly generated articles about community hazards. However, throughout the year various articles are written about the hazards generated by such sources as the American Red Cross, area fire departments and the St. Johns River Water Management District. The TF has issued news releases relative to public input regarding the LMS.

- b. Radio spot announcements are not generated by the TF; however, the Seminole County Government Television (SGTV, Channel 9 on cable) does run numerous public service announcement and programs related to the hazards identified by the Florida Division of Emergency Management's CEMP Review Criteria. The proponent agency for this programming includes Seminole County Division of Emergency Management, Seminole County Fire/Rescue, Seminole County Environmental Services, Seminole County Planning and Development Department, the American Red Cross, and the St. Johns River Water Management District, to name a few.
 - c. The SGTV Community Bulletin Board is utilized for public outreach. Flyers and brochures are distributed through the library system, senior centers, and other community centers.
 - d. The TF has utilized limited conferences and workshops for distributing mitigation materials. Such materials are distributed by the Seminole County Division of Emergency Management to Community Emergency Response Team participants during initial training sessions and at the annual employee health fair conducted by the County.
 - e. The Seminole County Division of Emergency Management discusses mitigation as a component of all public presentations.
 - f. During the updating of the LMS, public input was solicited through newspaper advertising, direct mail of news releases to four (4) local papers, and through broadcast on SGTV.
2. Community Mitigation Activities
- a. Seminole County has a Mitigation 20/20 Task Force. (See, LMS).
 - b. Mitigation projects are organized as "initiatives" in the LMS.
3. Government/Private Sector Coordination
- a. Information Sharing

Information is shared through a number of different sources:

The Central Florida Regional Council
Seminole County Planning and Development Department
Florida Department of Community Affairs links and databases, and
FEMA links and databases. The Seminole County GIS Division is also a
source of information available to other local government entities, TF
members, and the public at large.

b. Development Trends

Trends are identified by:

- + Seminole County Planning and Development Department
- + Florida Department of Community Affairs
- + St. Johns River Management District
- + Central Florida Regional Planning Council
- + University of Florida, Bureau of Economic and Business Research

4. Structural Hazard Mitigation Initiatives

Sections 8 and 9 of the Seminole County Local Mitigation Strategy depict the list of mitigation initiatives, as noted under Annex II, Mitigation, Section 3, and Subsection 4 of the 2001 CEMP Review Criteria. Section 8 lists “Individual Jurisdictional Mitigation Plans” and Section 9 is a “Compilation of Currently Proposed Mitigation Initiatives.”

5. Non-structural

As is the case with structural hazard mitigation initiatives, non-structural are found in the Local Mitigation Strategy, Sections 8 and 9. Section 8 identifies Jurisdictional Initiatives, while Section 9 is a compilation of initiatives throughout the County.

- D. Structures and Infrastructures that are vulnerable to the applicable hazards identified in Section II, A of the CEMP (Hazard Analysis) is located in Section 6 of the Seminole County Local Mitigation Strategy. Their estimated frequency and costs for associated damages are found in this same section, which also displays them by jurisdiction and organization.

The facilities and structures listed include, but are not limited to:

- Residential, governmental, school and commercial structures
- Critical facilities (i.e., utilities, roads, and bridges, etc.)

- E. The Seminole County Local Mitigation Strategy depicts appropriate mitigation initiatives to reduce risks and vulnerabilities. These are found in Sections:

Section 6: Summary of County-wide Hazards and Vulnerabilities

Section 7: Mitigation Goals for the Current Planning Period

Section 8: Individual Jurisdiction Mitigation Plans

Section 9: Compilation of Currently Proposed Mitigation Initiatives

F. Funding

While initiatives have been identified and prioritized, the Seminole County LMS does not, at this time, identify funding sources by initiatives. It is the responsibility of each organization represented in the LMS to identify funding sources for its initiatives. To assist with this, the organizations have the ability and authority to contact the Department of Community Affairs' liaison for Seminole County directly. Additionally, representatives of the organizations may attend various workshops related to mitigation and grant writing provided by the State of Florida, Division of Emergency Management, or the Florida Emergency Preparedness Association. (The County's Community Development Department) has experience working with Community Block Grant special disaster allocations and the Seminole County Building Division has experience in acquiring technical assistance from the Building Division's staff have attended related training at the Federal Emergency Management Institute in Maryland.

IV. SPECIFIC DISASTER-SCENARIO MITIGATION FUNCTIONS

A. Mitigation Assessment Function

1. The County Members of the Local Mitigation Task Force Working Group have primary responsibility for providing emergency mitigation. The representatives of each other organization participating on the LMS Task Force Working Group are responsible for providing emergency mitigation assessment in their respective jurisdiction or organization.
2. Representatives from one jurisdiction or organization may provide a support role for other jurisdictions or organizations. Further, County and city development and building departments may be requested to provide support.
3. The lead agency for each organization listed in the LMS is responsible for forming a team to conduct an assessment of disaster related damage and to develop mitigation initiatives that might be created to minimize or prevent a reoccurrence. Support agencies will provide staffing, data and technical expertise to the primary agencies.
4. Post disaster missions will be coordinated through the Seminole County Emergency Operations Center, or other location designed by the LMS Coordinator (who is a member of Seminole County Emergency Management).
5. Communication will take place via cellular telephones. During morning meetings, geographic assignments will be made and goals for the day established.

6. Representatives of each organization participating in the LMS Working Group is responsible for conducting and maintaining inventories for their organization (i.e.; data, personnel, equipment and vehicles).
7. Each organization's representative shall maintain in internal inventory within their own office, it should be updated annually.
8. Mitigation Assessment Teams may receive training from the FEMA Emergency Management Institute (self-study and classroom); class conducted by the Florida Division of Emergency Management or Department of Community Affairs, the Florida Emergency Preparedness Association the Governor's Hurricane Conference, and the National Hurricane Conference.

B. Funding Function

The Seminole County Division of Emergency Management, in conjunction with the Seminole County Fiscal Services will complete the necessary forms and submit them for state and federal disaster mitigation funding. Each city and other organization is responsible for doing the same using its own staff or contracted services.

C. Public Information Function

The Director of the Seminole County Department of Community Information is responsible for county-wide dissemination of disaster mitigation information. The Director will coordinate with their counter part from others organizations and may use Disaster Recovery Centers or Joint Information Centers as resources in accomplishing their mission.

V. POST INCIDENT LMS STANDARD OPERATING PROCEDURES (SOP)

The Local Mitigation Task Force will be developing these procedures once the plan is updated. The plan is being updated this year for submittal and approval to the State.

RESOLUTION NO. _____

SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA AT THEIR REGULARLY SCHEDULED MEETING OF August 11, 2009.

WHEREAS, Chapter 252, Florida Statutes, assigns to the Board of County Commissioners responsibility for disaster preparedness, response, recovery, and mitigation; and

WHEREAS, being prepared for disasters means being ready to respond promptly as danger threatens, to save life and protect property, and to provide relief from survivors of disasters; and

WHEREAS, local government may have to operate in different ways than normal day-to-day operations to provide timely relief and minimize hardships in the event of a natural, man-made, or technological disasters in Seminole County; and

WHEREAS, many areas of the community may require evacuation, sheltering, human services, infrastructure, critical special need medical services, logistical support, disaster housing, and other essential services until the disasters ends, services are restored, and needed supplies and materials are available; and

WHEREAS, the County's Comprehensive Emergency Management Plan is intended to provide a framework for the development of detailed operating procedures for all County and support agencies charge with the responsibility of protecting the public's health and safety from natural, man-made and technological disasters; and

WHEREAS, Rule 9G-6 and 9G-7, Florida Administrative Code, requires each County to develop a Comprehensive Emergency Management Plan; and

WHEREAS; Rule 9G-6 and 9G-7, Florida Administrative Code, furthermore requires the governing body of Seminole county to adopt by Resolution the revised Seminole County Comprehensive Emergency Management Plan.

NOW THEREFORE, BE IT RESOLVED that Seminole County's revised Comprehensive Emergency Management Plan is hereby adopted and activated throughout Seminole County.

ADOPTED this 11th day of August, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

BY: _____
BOB DALARI
Chairman

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Rename Beardall Avenue to Skyway Drive

DEPARTMENT: Public Safety

DIVISION: Administration - Public Safety

AUTHORIZED BY: Tad Stone

CONTACT: Shelly Brubaker

EXT: 5000

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution renaming Beardall Avenue to Skyway Drive.

District 5 Brenda Carey

Tad Stone

BACKGROUND:

A request was received from the E9-1-1 Addressing Committee to rename a segment of Beardall Avenue south of the new runway extension. The Orlando Sanford Airport Authority purchased property and extended the runway to the east of the complex. The completion of the runway bisected Beardall Avenue; it is no longer a contiguous right of way from East State Road 46 to its conclusion.

The abutting property owners were notified of the County's intent to change the name of the street to Skyway Drive and participated in the renaming of Beardall Avenue. No opposition was received regarding this street renaming. Following the initial presentation to the Board of County Commissioners on December 9, 2008, the District Commissioner requested the roadway name be changed to **South East Ramp Road for the segment between East Lake Mary Boulevard and the runway**. Following this request, staff began the research and notification process to the impacted land/home owners on this section of Beardall Avenue. This recommendation was found to be in violation of Chapter 90 "Uniform Building Numbering System". Section 90.6 "Standards for Naming Streets" (e) "There shall be no directionals used as street names, e.g., East Street" and (h) "Street names, including spaces between words, prefix, and street designator should be no more than fifteen (15) spaces in length". (Attachment) The District Commissioner was notified of these findings.

On February 12, 2009, the County received a request from South East Ramp, which is a tenant on airport property at the end of Beardall Avenue. This request was to change this section of Beardall Avenue to "General Aviation Drive". Staff's review concluded that this request was in violation of Section 90.6(h) "Street names, including spaces between words, prefix, and street designator should be no more than fifteen (15) spaces in length". (Attachment)

Also, concerns were conveyed by the public safety first response community that confusion could be generated by this road name request based on "Aviation Loop" is within close proximity to this road and also abuts airport property. (Attachment)

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution renaming Beardall Avenue to Skyway Drive.

ATTACHMENTS:

1. Ordinance
2. Request from South East Ramp
3. Location Map
4. Location Map
5. Resolution

Additionally Reviewed By:

County Attorney Review (Melissa Clarke)

(c) The addressing coordinator shall have the authority to deviate from these standards as necessary to ensure the safety of the general public.

(Ord. No. 00-22, § 2, 4-11-00).

Sec. 90.6. Standards for naming streets.

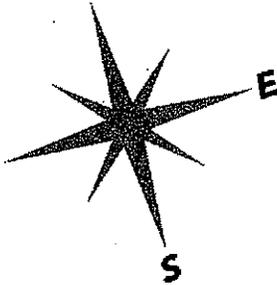
- (a) There shall be no duplication of street names.
- (b) There shall be no numbers used as street names e.g., First Street.
- (c) There shall be no punctuation in street names, e.g., O'Brien, Willow-the-Wisp.
- (d) It is not permissible to differentiate the same name by a suffix such as street or avenue, e.g., Washington Street and Washington Avenue.
- (e) There shall be no directionals used as street names, e.g., East Street.
- (f) Street names that "sound alike" such as Peach and Beach and Lynwood and Linwood and Pinetree and Pine Tree shall not be permitted.
- (g) A street running continuously in one (1) direction will have one (1) name only throughout its length.
- (h) Street names, including spaces between words, prefix, and street designator should be no more than fifteen (15) spaces in length.
- (i) No street shall be named for a person, living or dead, without the consent of the Board of County Commissioners.
- (j) There will be no spaces between initials in street names, e.g., EFK Drive.
- (k) Street names containing the word "and" shall not be permitted. An ampersand (&) will be used in street naming, e.g., Seek & Find Lane.

(Ord. No. 00-22, § 2, 4-11-00).

Sec. 90.7. Mandatory private street naming.

The following regulations are established for the mandatory naming of private streets providing access to multiple residences or commercial buildings which are remotely located from one (1) another. Private streets shall be required to be named under the following conditions:

- (a) If an easement (singular or multiple) is accessed from a public street or another private easement and occupied by two (2) or more structures it constitutes a private street.
- (b) When an unnamed private street is deemed by the addressing coordinator to require naming, notification is sent to abutting property owners. Notification shall include the parcel identification (ID) number and the private street/designation naming form.
- (c) The private street naming form shall contain spaces for four (4) name suggestions to be provided by the property owners.
- (d) Private street names will comply with standards set forth in section 90.6.
- (e) A street sign is required on all private streets. Seminole County's Traffic Engineering Department will erect the sign with the approved name.
- (f) Unapproved street signs will not be erected within twenty (20) feet of right-of-way.



**South East
RAMP**
ORLANDO • SANFORD
INTERNATIONAL AIRPORT
SOUTH EAST RAMP
2151-2161 SPINNER LANE
SANFORD, FL 32773
407-998-2059
407-599-2677 (FAX)
southeastramp.com

February 12, 2009

AMY CURTIS
Seminole County Zoning Department
1101 East First Street
Sanford, FL 32771

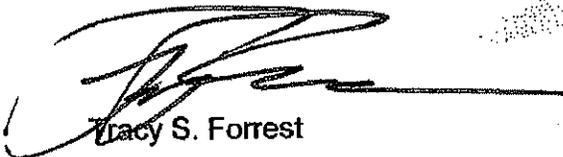
Amy:

Re: Road Name Change – Beardall Avenue

South East Ramp would like to officially request a name change to Beardall Avenue north of Lake Mary Boulevard to the dead end cul de sac at the Sanford Airport runway. We request that section of the road be renamed **General Aviation Drive**.

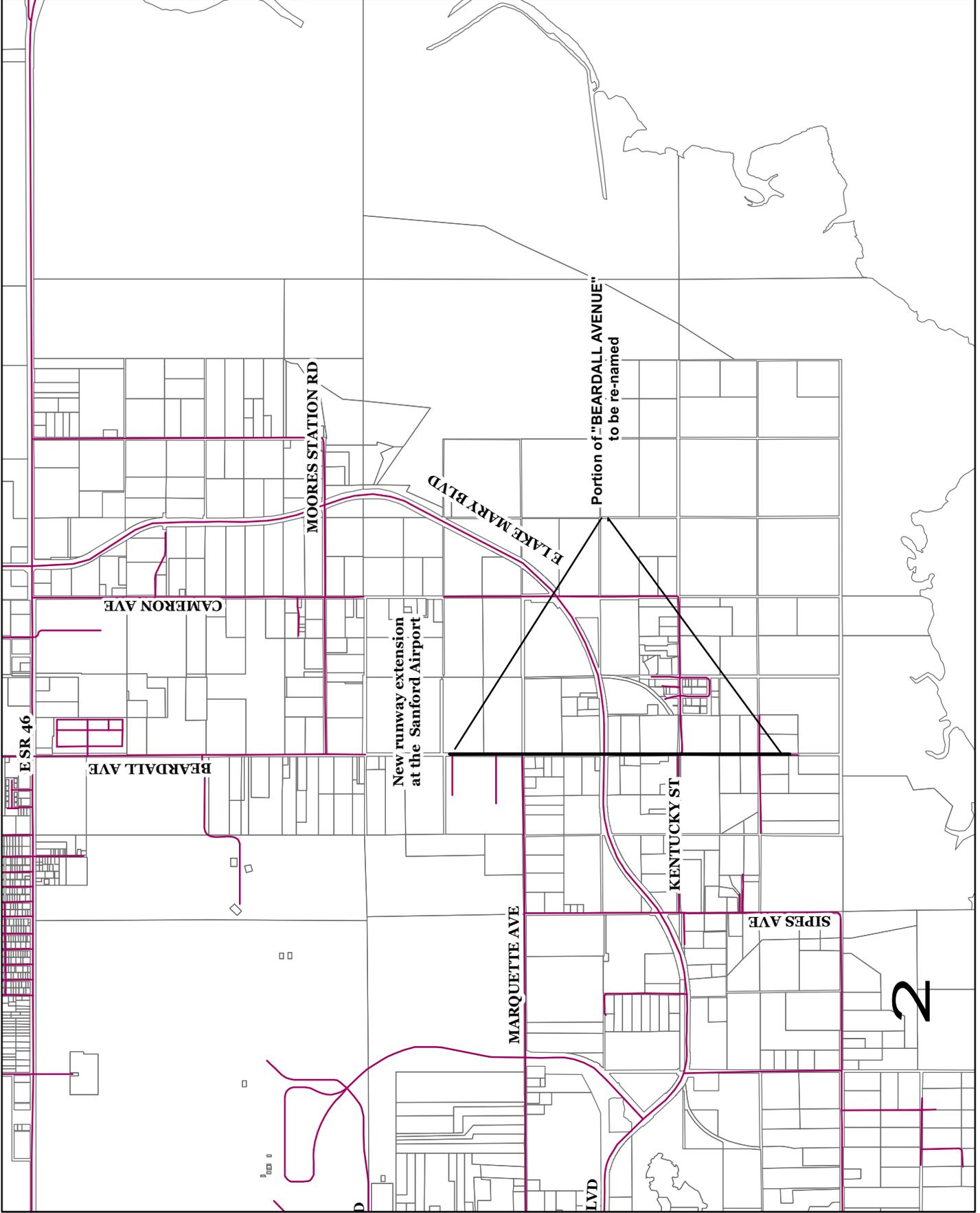
We appreciate your help in this matter. If you have any questions please do not hesitate to contact me.

Regards

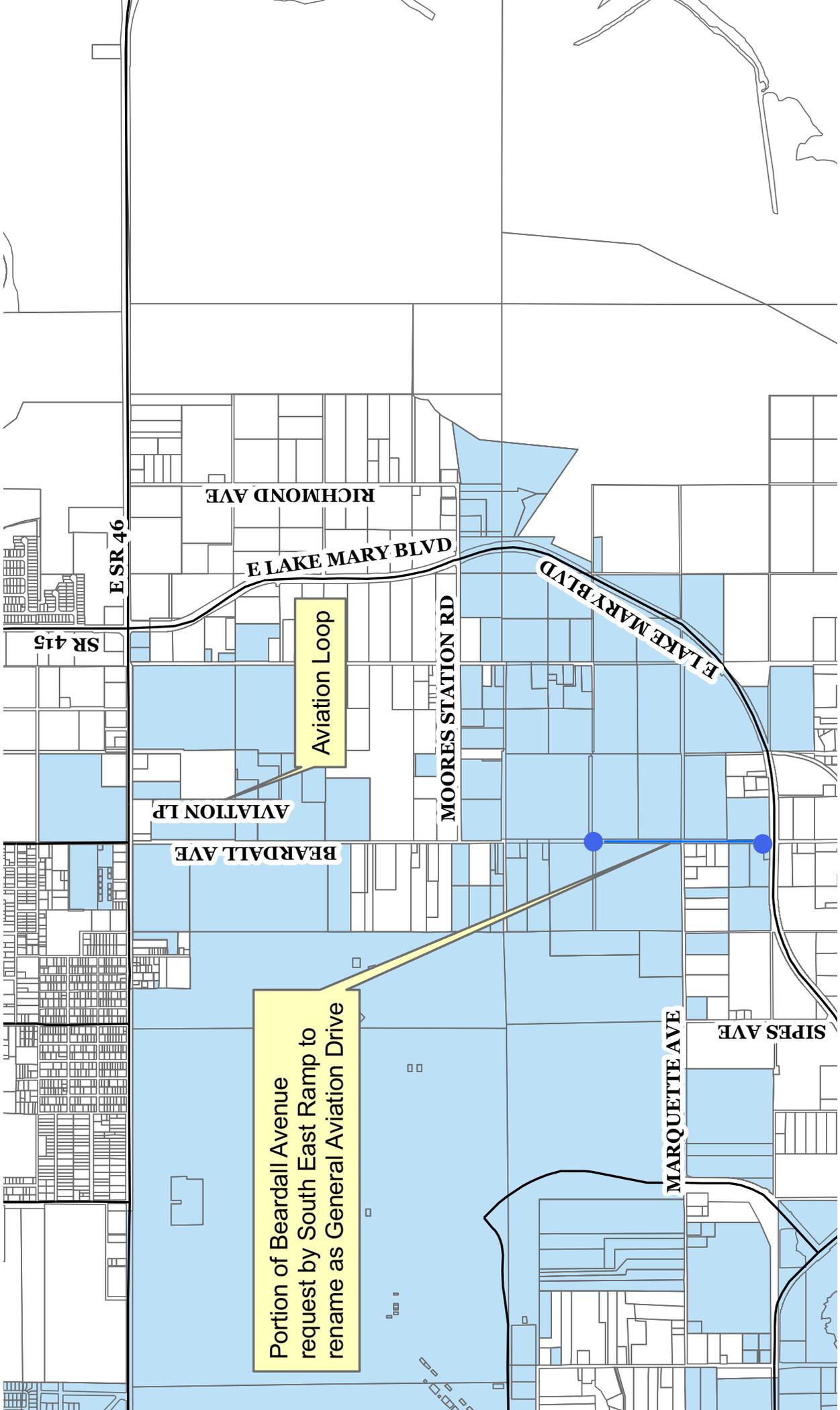


Tracy S. Forrest

cc: Larry Dale



**STREET NAME CHANGE
BEARDALL AVE TO SKYWAY DRIVE**



Portion of Beardall Avenue
request by South East Ramp to
rename as General Aviation Drive

Aviation Loop

AVIATION LP

BEARDALL AVE

MOORES STATION RD

RICHMOND AVE

E LAKE MARY BLVD

E LAKE MARY BLVD

MARQUETTE AVE

SIPES AVE

E SR 46

SR 415

RESOLUTION NO. 2009-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, AUGUST 11, 2009

WHEREAS, under the authority contained in Section 336.05 (1) and 336.05 (2), Florida Statutes, the Board of County Commissioners may name and rename streets and roads; and

WHEREAS, a request has been received to rename Beardall Avenue located south of the new runway extension to its conclusion. The portion of Beardall Avenue to be renamed abuts the following lots E, 15, 19, 33B, 33D, 33C, 33E, 31, 41, 40, 40B, 40A, 57B, 57, 57D, 64, 64A, 56, 56A, 65, 84, 85, 88, 88A, 89A, 89, 103A, 102A, 103, 106 & 101. The street name changes within the recorded plat of South Part of Sanford Celery Delta, Plat Book 1 Pg 76, in Section 3 Township 20 Range 31 Public Records of Seminole County, Florida.

WHEREAS, renaming this street will help to eliminate confusion, facilitate improved emergency access and ability of the public to locate streets and roads within Seminole County, and,

WHEREAS, this change is consistent with overall County plans for street renaming, addressing and the 911 system.

NOW, THEREFORE, BE IT RESOLVED, that effective AUGUST 11, 2009, the street is named as follows:

BEARDALL AVENUE
To
SKYWAY DRIVE

Adopted this 11th day of AUGUST, 2009.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BOB DALLARI
CHAIRMAN

ATTEST:

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

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Fee Resolution - Administrative Code Section 20.5 Revisions/Seminole County Animal Services

DEPARTMENT: Public Safety

DIVISION: Animal Services

AUTHORIZED BY: Tad Stone

CONTACT: Shelly Brubaker

EXT: 5000

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution revising Seminole County Administrative Code, Section 20.5, Animal Services Program.

County-wide

Tad Stone

BACKGROUND:

The Seminole County Code, Chapter 20, Animals and Fowl, authorizes the Board of County Commissioners to establish fees to carry out the duties of the Animal Services Division. From time to time the fees established under Section 20.5 of the Seminole County Administrative Code are evaluated by the Animal Services Division to ensure fees align with the current cost of services and to recommend revisions to maintain that alignment. At the June 11, 2009, meeting the Animal Control Board unanimously recommended, to the Director of Public Safety, to support the adoption of the fee revisions as presented under this agenda item.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution revising Seminole County Administrative Code, Section 20.5, Animal Services Program.

ATTACHMENTS:

1. Resolution
2. Proposed Revised Section 20.5 Animal Services Program

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Ann Colby)</p>

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE _____ DAY OF _____, 2009.

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

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

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

WHEREAS, the Board of County Commissioners has determined that fees shall be adopted from time to time, to cover all or a portion of the costs of the Animal Services programs operated by Seminole County; and

WHEREAS, the Board of County Commissioners recognizes that new or revised fees are periodically needed to cover new programs or new costs,

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

The Seminole County Administrative Code is hereby amended by revisions, additions, and deletions in Section 20.5, "Animal Services Program", as more particularly described in the attachment.

(Signature Page Follows)

ADOPTED this _____ day of _____, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____

Attachment
Section 20.5 "Animal Services Program"

Not for Execution

SECTION 20. FEE RESOLUTIONS

20.5 ANIMAL SERVICES PROGRAM

A. PURPOSE. To establish fees for licensing, impoundment, and such other fees as necessary to carry out the duties and responsibilities of the Animal Services program.

B. SERVICES.

(1) Provides an Adoption Sterilization Program with one or more veterinarians located within Seminole County.

~~(2) Provides an incentive to animal owners to sterilize their pets through a rebate on the costs of sterilizing animals not adopted through Animal Services.~~

~~(3) Provides nuisance animal traps to County residents at no charge.~~

~~(4) provides permanent identification through a microchip identification program to facilitate reuniting lost pets with their owners, thus reducing euthanasia rates.~~

(2) Provides a Pet License Program to register rabies susceptible dogs, cats and ferrets.

(3) Provides facilities to quarantine rabies susceptible animals that may have exposed humans to the rabies virus.

(4) Provides facilities to impound animals found off their owners' property.

(5) Provides a Commercial Kennel License Program to establish and enforce standards for the care and housing of animals.

(6) Provides for the registration of dogs declared as dangerous.

(7) Provides a means to animal owners to euthanize and dispose of their animals.

C. LICENSE FEES.

(1) Annual License Fee for a sterilized dog or cat	\$ 6.00
(2) Annual License Fee for an unsterilized dog or cat	11.00
(3) Rabies Vaccination fee	10.00
(4) Annual Commercial Kennel License fee	125.00
(5) Late fee for failure to renew annual Commercial Kennel License fee	

(a)	First month	25.00
(b)	Additional late fee, second month	50.00
(c)	Additional late fee, third and each succeeding month	75.00
(6)	Replacement license tag for lost or damaged tag	2.00
(7)	Certificate of Registration for Dangerous Dog Annual Fee	200.00

(1) Pet License Fees

(a)	Altered dog, cat or ferret	\$ 5.00
(b)	Intact dog, cat or ferret	\$ 35.00
(c)	Replacement license tag	\$ 2.00
(d)	Service dogs with proof from certifying agency	\$ 0.00
(e)	Residents 65 years and older	\$ 0.00
(f)	Law enforcement dogs	\$ 0.00

(2) Commercial kennel license fees

(a)	Annual fee	\$125.00
(b)	Late fee, 1 st month	\$ 25.00
(c)	Additional late fee, 2 nd month	\$ 50.00
(d)	Additional late fee, 3 rd and each succeeding month	\$ 75.00

D. DANGEROUS DOGS FEES.

(1)	Certificate of Registration, initial fee	\$250.00
(2)	Certificate of Registration, annual fee	\$500.00
(3)	Rabies vaccination fee	\$ 10.00
(4)	Dangerous dog warning sign, each	\$ 4.00
(5)	Additional pet license fee, altered	\$ 5.00
(6)	Additional pet license fee, intact	\$ 35.00
(7)	Additional microchip identification implant fee	\$ 5.00

D. REBATE PROGRAM. A rebate program is maintained for dogs and cats not adopted through Animal Services. County residents owning a currently inoculated and validly licensed animal not adopted from Animal Services may apply, within thirty (30) days of the animal sterilization, for a \$25.00 rebate to assist in offsetting the costs of such sterilization. The Animal Control Official shall approve all requests for the \$25.00 rebate upon presentation of required information. There shall be one (1) sterilization rebate per dog or cat.

E. REDEMPTION FEES.

(1) ~~Redemption of a dog, cat or other like size animals:~~

- (a) ~~Impoundment fee, each animal, first offense~~ \$ 25.00
- (b) ~~for each additional offense an additional fee of~~ 25.00
- ~~for example:~~
- (i) ~~second offense~~ 50.00
- (ii) ~~third offense~~ 75.00
- (iii) ~~fourth offense~~ 100.00
- ~~and continuing on as offenses dictate~~
- (c) ~~additional board, per day~~ 5.00
- (d) ~~microchip identification implant~~ 5.00

(2) ~~Redemption of livestock* (horse, cow, swine, and like size animal)~~

- (a) ~~If picked up and impounded during normal working hours:~~
- (i) ~~impoundment fee, each animal~~ 75.00
- (ii) ~~additional board, per day~~ 10.00
- (b) ~~If picked up and impounded outside normal working hours:~~
- (i) ~~impoundment fee, each animal~~ 100.00
- (ii) ~~additional board, per day~~ 10.00

(1) Impound fee for a dog, cat or any animal excluding livestock

- (a) 1st Offense \$ 50.00
- (b) Additional impound fee for each additional offense \$ 50.00
- For example:
- 2nd offense \$100.00
- 3rd offense \$150.00
- 4th offense \$200.00
- Impound fees shall compound as offenses accumulate.
- There shall be no cap on impound fees.
- (c) Additional board fee, per day \$ 10.00
- (d) Additional rabies vaccination fee \$ 10.00
- (e) Additional pet license fee, altered \$ 5.00
- (f) Additional pet license fee, intact \$ 35.00
- (g) Additional microchip identification implant fee \$ 5.00
- (h) Additional cardboard carrier fee if the owner fails to provide an adequate pet carrier \$ 3.00
- (i) Additional leash fee if the owner fails to provide a leash \$ 3.00

(i)	<u>Additional cost for emergency veterinarian services to include examination, medicine, supplies and tests equal to those billed to Animal Services and owed at the time the animal is redeemed</u>	Varies
(2)	<u>Impound fee for livestock</u>	
(a)	<u>Impound occurred during normal working hours defined as Monday thru Friday, 8:00 a.m. – 6:00 p.m.;</u> <u>Saturday, 8:00 a.m. – 4:00 p.m.</u>	\$ 150.00
(b)	<u>Impound occurred outside normal working hours</u>	\$ 200.00
(c)	<u>Additional board fee, per day</u>	\$ 20.00
(d)	<u>Additional cost for veterinarian services to include examination, medicine, supplies and tests (Coggins test required on all horses) equal to those costs billed to Animal Services and owed at the time the animal is redeemed</u>	Varies

* It is the owner's responsibility to provide safe and adequate transportation for redemption of livestock. Under no circumstances will Animal Services personnel provide transportation for redeemed livestock.

F. QUARANTINE FEES.

(1)	<u>Fee to pick up and quarantine a dog, cat or ferret suspected of exposing rabies to a person, and transporting the animal to either Animal Services shelter facility or a veterinary clinic</u>	\$ 50.00
(2)	<u>Additional board, per day for an animal confined in quarantine</u>	\$ 20.00
(3)	<u>Additional rabies vaccination fee</u>	\$ 10.00
(4)	<u>Additional pet license fee, altered</u>	\$ 5.00
(5)	<u>Additional pet license fee, intact</u>	\$ 35.00
(6)	<u>Additional microchip identification implant fee</u>	\$ 5.00

F.G. ADOPTION FEES.

(1) — Dog:		
(a)	adoption fee, male or female	5.00
(b)	sterilization certificate, male	50.00
(c)	sterilization certificate, female	60.00
(2) — Cat:		
(a)	adoption fee male or female	5.00
(b)	sterilization certificate, male	30.00
(c)	sterilization certificate, female	40.00

- (3) ~~Livestock:~~
 - (a) ~~weighing under 350 pounds~~ 35.00
 - (b) ~~weighing 350 pounds or more~~ 125.00

- (4) ~~Small animals/livestock (i.e. rabbit, gerbils, etc)~~ 5.00

- (5) ~~Microchip identification implant~~ 5.00

- (1) Dog adoption
 - (a) Dog adoption fee, male or female \$ 65.00
 - (b) Additional pet license fee \$ 5.00

- (2) Cat adoption
 - (a) Cat adoption fee, male or female \$ 65.00
 - (b) Additional pet license fee \$ 5.00

- (3) Livestock adoption
 - (a) Livestock adoption fee, weighing under 350 pounds \$ 35.00
 - (b) Livestock adoption fee, weighing over 350 pounds \$125.00

- (4) Small animal/small livestock
 - (a) Adoption fee \$ 5.00

G.H. EUTHANASIA & DISPOSAL FEES.

- (1) ~~Euthanasia/Disposal:~~
 - (a) ~~private domestic~~ 10.00
 - (b) ~~commercial~~ 30.00

- Euthanasia and/or disposal
 - (a) Privately owned dog or cat \$ 20.00
 - (b) Commercially owned dog or cat \$ 40.00

H.I. COLLECTED FEES. All fees collected are to be deposited in the General Fund to help offset the operations of Animal Services.

I.J. AUTHORITY. Resolution 2005-R-14 adopted January 25, 2005

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County, Seminole County Sheriff's Office and Stonehurst Community Association, Inc. Traffic Enforcement Agreement

DEPARTMENT: Public Works

DIVISION: Traffic Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Melonie Barrington, P.E.

EXT: 5676

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County, Seminole County Sheriff's Office and Stonehurst Community Association, Inc. Traffic Enforcement Agreement.

District 1 Bob Dallari

Melonie Barrington

BACKGROUND:

The Traffic Engineering Division received a request from Stonehurst Community Association, Inc. (Stonehurst) to execute a Traffic Enforcement Agreement for the purpose of authorizing the Seminole County Sheriff's Office to enforce the regulatory signs within its subdivision.

All necessary signing improvements have been made by Stonehurst and the appropriate Agreement has been provided to the County with the necessary signatures from the Sheriff and the Homeowners Association President.

STAFF RECOMMENDATION:

Staff recommends approval of the Traffic Enforcement Agreement between Seminole County, Seminole County Sheriff's Office and Stonehurst Community Association, Inc.

ATTACHMENTS:

1. Stonehurst Traffic Enforcement Agreement

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Susan Dietrich)</p>
--

**SEMINOLE COUNTY, SEMINOLE COUNTY SHERIFF'S OFFICE AND
STONEHURST COMMUNITY ASSOCIATION, INC.
TRAFFIC ENFORCEMENT AGREEMENT**

THIS AGREEMENT is made and entered this _____ day of _____, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY"; the **SEMINOLE COUNTY SHERIFF'S OFFICE**, a constitutional office of the State of Florida, whose address is Public Safety Building, 100 Bush Boulevard, Sanford, Florida 32773, hereinafter referred to as "SHERIFF" (which shall also include the Sheriff's deputies whenever acting on behalf of the Seminole County Sheriff's Office), and **STONEHURST COMMUNITY ASSOCIATION, INC.**, a Florida non profit corporation, whose principal address is 5703 Red Bug Road, Box 258, Winter Springs, Florida 32708-4969, hereinafter referred to as "ASSOCIATION".

W I T N E S S E T H:

WHEREAS, the COUNTY may exercise jurisdiction, to the extent of a public purpose, over any private road or roads located in the unincorporated area under written agreement as authorized by Section 316.006, Florida Statutes; and

WHEREAS, the SHERIFF is empowered to enforce the State Uniform Traffic Control provisions in Seminole County pursuant to Section 30.15, Florida Statutes; and

WHEREAS, the ASSOCIATION wishes to preserve the subject private roads of its subdivision as private roads that remain under the control of the ASSOCIATION without any transfer of jurisdiction, ownership, use, or any other rights to the public other than limited statutory jurisdiction accepted by the public authorities who are parties to this Agreement to enforce the State Uniform Traffic Control provisions; and

WHEREAS, the COUNTY, SHERIFF and ASSOCIATION, in the interest of the public's health, safety and welfare, desire to establish terms and conditions for the assumption of jurisdiction limited to the public purpose of enforcing the State Uniform Traffic Control provisions on the private roads owned or controlled by the ASSOCIATION; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 30, 125, 163 and 316, Florida Statutes, as well as other applicable law.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY, SHERIFF and ASSOCIATION agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to establish the terms and conditions under which the COUNTY will assume a limited jurisdiction for the public purpose of complying with Section 316.006, Florida Statutes, and the SHERIFF will provide State Uniform Traffic Control enforcement over the private roads under the ownership or control of the ASSOCIATION.

SECTION 2. TERM. This Agreement shall become effective upon execution by all parties, and shall run through the day before that date in the next calendar year and shall automatically be renewed thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein.

SECTION 3. PRIVATE ROADS. The COUNTY shall assume jurisdiction over and the SHERIFF shall enforce the State Uniform Traffic Control provisions over the private roads under the ownership or control of the ASSOCIATION (the "Roads") on the attached Exhibit "A", which is incorporated by reference into this Agreement, except that neither the COUNTY nor SHERIFF shall have any responsibility for designing, installing, maintaining, or removing signage, striping, paving, or any

other physical features, objects, or materials. The ASSOCIATION warrants that it is the sole owner of the Roads identified in Exhibit "A", or that it has, to the extent of the purposes of this Agreement, control of such Roads by written authorization signed by the owner(s) of the title to such Roads or parts thereof. The ASSOCIATION shall be responsible for complying with Section 316.0747, Florida Statutes, regarding the installation of traffic control devices in or about the Roads.

SECTION 4. SHERIFF'S RESPONSIBILITIES.

(a) The SHERIFF shall be solely responsible for traffic control and enforcement of the State Uniform Traffic Control provisions on the Roads identified on the attached Exhibit "A".

(b) The SHERIFF shall be solely responsible for the means and methods of enforcement including the scheduling of patrols and the use of radar or other methods of enforcement. The ASSOCIATION may provide input relating to desired scheduling of patrols, all subject to the SHERIFF's sole determination as to time and frequency of patrols and the use of radar.

(c) The SHERIFF is authorized by the ASSOCIATION to perform random or routine patrols of the Roads for general law enforcement purposes in addition to traffic enforcement.

SECTION 5. COMPENSATION.

(a) The ASSOCIATION, by payment of an hourly rate, shall reimburse the SHERIFF for all actual costs resulting to the SHERIFF from the provision of extended traffic enforcement services on the Roads. "Extended traffic enforcement services" shall mean the presence or activities of the Sheriff on the Roads:

(1) in excess of four (4) hours in a week when at the written request of the ASSOCIATION for specific schedules or activities, such as requesting radar and speed enforcement; or

(2) for special enforcement details or operations.

(b) For the initial term of this Agreement, the ASSOCIATION shall pay the SHERIFF the sum of THIRTY-FIVE AND 60/100 DOLLARS (\$35.60) per deputy-hour as compensation for the actual costs of extended traffic enforcement services. No reimbursement shall be required for services by SHERIFF's deputies who are on routine or random patrol, except when such services are part of extended traffic enforcement services.

(c) The hourly rate for provision of extended traffic enforcement services provided by the SHERIFF shall be adjusted annually on or after October 1st of each successive term of this Agreement to accurately reflect the actual hourly costs of all deputies' activities contemplated by this Agreement. If SHERIFF's actual hourly costs increase, the COUNTY may, and the SHERIFF shall provide the ASSOCIATION with thirty (30) days' written notice of the increased rate to be charged under this Section.

SECTION 6. PAYMENT AND BILLING.

(a) The SHERIFF shall render to the ASSOCIATION, at the close of each calendar month in which extended traffic enforcement services have been rendered, an itemized invoice describing both the billable and non-billable services rendered, the average hourly cost of the billable services, and any other information required by this Agreement.

(b) Payment by the ASSOCIATION shall be made within thirty (30) days of receipt of the SHERIFF'S invoice.

SECTION 7. INDEMNIFICATION.

(a) The ASSOCIATION shall, at all times hereafter, indemnify and hold harmless COUNTY and SHERIFF, their commissioners, officers, agents,

servants and employees, individually and collectively, from and against any damages, losses and causes of action arising out of any and all errors, omissions, defaults or negligent acts of ASSOCIATION, its officers, directors, agents, servants or employees in the performance of its duties and obligations under this Agreement or the services provided by the COUNTY and the SHERIFF pursuant to this Agreement unless such liability arises from the negligence of either the COUNTY or SHERIFF or misconduct by their agents or employees provided that the agent or employee is acting within the scope of their agency or employment.

(b) For purpose of liability, the COUNTY and the SHERIFF are protected by sovereign immunity in accordance with State law. This Agreement shall not constitute a waiver of immunity by such parties nor the ASSOCIATION's consent to such parties' waiver thereof as to any matter to which such immunity would apply, except to the limited extent set forth in Section 768.28, Florida Statutes.

SECTION 8. INSURANCE.

(a) ASSOCIATION shall provide, pay for, and maintain in force at all times during the term of this Agreement such General Liability Insurance and Property Damage Insurance as will provide to COUNTY and the SHERIFF the protection contained in the foregoing Indemnification provision.

(b) Policies shall be issued only by companies authorized by 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 and which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company.

(c) ASSOCIATION shall protect COUNTY and the SHERIFF by specifically naming "SEMINOLE COUNTY, a political subdivision of the

State of Florida" and the "SEMINOLE COUNTY SHERIFF'S OFFICE, a constitutional office of the State of Florida" as additional insured under such policies. Such policies shall contain, as a minimum, the following provisions, coverage and policy limits of liability:

General Liability Insurance. The ASSOCIATION shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for injuries, including accidental or wrongful death to any one person, and, subject to the same limit for each person, in an amount not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) on account of any one (1) occurrence.

(d) Prior to commencement of services hereunder, ASSOCIATION shall furnish to COUNTY and the SHERIFF a certificate of insurance evidencing the insurance required under this Agreement. Said certificate shall name and list COUNTY and SHERIFF as certificate holders and as additional insured under such policies.

(e) The policies and certificate of insurance shall additionally contain and list endorsements from the company that is issuing the policies: (i.) that said company meets the requirements set forth in Section 8(b) of this Agreement, (ii.) that any cancellation or any material change in the policies adversely affecting the interests of COUNTY or the SHERIFF in such insurance shall not be effective until thirty (30) days after written notice thereof to COUNTY and the SHERIFF, and (iii.) that the Association agrees to indemnify, and hold harmless COUNTY and SHERIFF, their commissioners, officers, agents, servants and employees, individually or collectively, in accordance with Section 7 of this Agreement. COUNTY or the SHERIFF may require a certified copy of such policies to be delivered by ASSOCIATION at any time.

(f) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall:

(1) lose its Certificate of Authority or

(2) fail to maintain the Best's Rating and Financial Size Category, ASSOCIATION shall, as soon as ASSOCIATION has knowledge of any such circumstance, immediately notify COUNTY and the SHERIFF 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 ASSOCIATION has replaced the unacceptable insurer with an insurer acceptable to COUNTY and the SHERIFF, ASSOCIATION shall be deemed to be in default of this Agreement.

(g) The maintenance of the insurance coverage set forth herein shall not be construed to limit ASSOCIATION's liability under the provisions of Section 7 of this Agreement.

(h) ASSOCIATION agrees to insert the substance of this clause, including this subsection (h), in all contracts and subcontracts hereunder, if any.

SECTION 9. TERMINATION OR ASSIGNMENT. This Agreement may be terminated by any one of the parties at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to each of the other parties, or immediately, at the option of the COUNTY or the SHERIFF, in the event any of the terms, covenants or conditions of this Agreement have been violated by ASSOCIATION. None of the parties shall assign this Agreement, or any interest arising herein, without the written consent of the other parties.

SECTION 10. REPRESENTATIONS. The undersigned persons signing on behalf of a party each represent that (s)he is the designated officer or general partner acting for that party; that this document has been

reviewed and duly approved for execution by all necessary general partners, officers or directors of the named entity for which (s)he purports to sign with all the formalities required by law for such named entity to enter into a binding agreement; and that the respective entity has likewise authorized the undersigned to bind said entity to the terms and conditions contained herein. Said formalities of law include, without limitation, any need for a supermajority vote of the homeowners' association membership if such is required by its charter, bylaws or otherwise.

SECTION 11. INDEPENDENT CONTRACTOR. The relationship of the ASSOCIATION to the COUNTY or SHERIFF is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the ASSOCIATION an employee of the COUNTY or SHERIFF, and the ASSOCIATION shall be entitled to none of the rights, privileges or benefits of COUNTY or SHERIFF employees.

SECTION 12. EMPLOYEE STATUS. Persons employed by the ASSOCIATION 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 or SHERIFF's officers and employees either by operation of law or by the COUNTY or SHERIFF.

SECTION 13. ENTIRE AGREEMENT.

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

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement except the annual actual cost adjustment

set forth in Section 5(c) of this Agreement shall be valid only when expressed in writing and duly signed by all of the parties.

SECTION 14. NOTICES. Whenever any one of the parties desires to give notice unto the others, notice may be sent to:

For COUNTY:

Board of County Commissioners
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For SHERIFF:

Director, Patrol Division
Public Safety Building
100 Bush Boulevard
Sanford, Florida 32773

For ASSOCIATION:

James B. Euliano, Registered Agent
Attn: Stonehurst Community Association
4585 Old Carriage Trail
Oviedo, Florida 32765

Any of the parties may change, by written notice as provided herein, its address or person for receipt of notices. ASSOCIATION may amend Exhibit "A" from time to time by giving written notice containing the complete diagram of private roads under ASSOCIATION's ownership or control, as amended, to both COUNTY and SHERIFF.

SECTION 15. PUBLIC RECORDS LAW. The parties acknowledge the obligations set forth in Chapter 119, Florida Statutes, to release public records to members of the public upon request. The parties acknowledge that the COUNTY and SHERIFF are required to comply with 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 16. CONFLICT OF INTEREST.

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

(b) The ASSOCIATION hereby certifies that no officer, agent or employee of the COUNTY or SHERIFF has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or capital stock) either directly or indirectly, in the ASSOCIATION, and that no such person shall have any such interest during the term of this Agreement.

(c) The ASSOCIATION shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

WITNESSES:

Denise Walker

Denise Walker
Print Name

Pat Sharp

PAT Sharp
Print Name

ATTEST:

Chris Barker

CHRIS BARKER, Secretary

(CORPORATE SEAL)

SEMINOLE COUNTY SHERIFF'S OFFICE

By: [Signature]
DONALD F. ESLINGER, Sheriff

Date: 6/20/09

STONEHURST COMMUNITY ASSOCIATION, INC.

By: [Signature]
JAMES B. EULIANO, President

Date: 5/2/09

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BOB DALLARI, Chairman

Date: _____

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

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting

County Attorney

SED/dre
04/03/09
Attachment:

Exhibit A - List of Roads
P:\Users\Dedge\My Documents\Agt\Traffic Enforcement Agt-Stonehurst Community Hoa.Doc

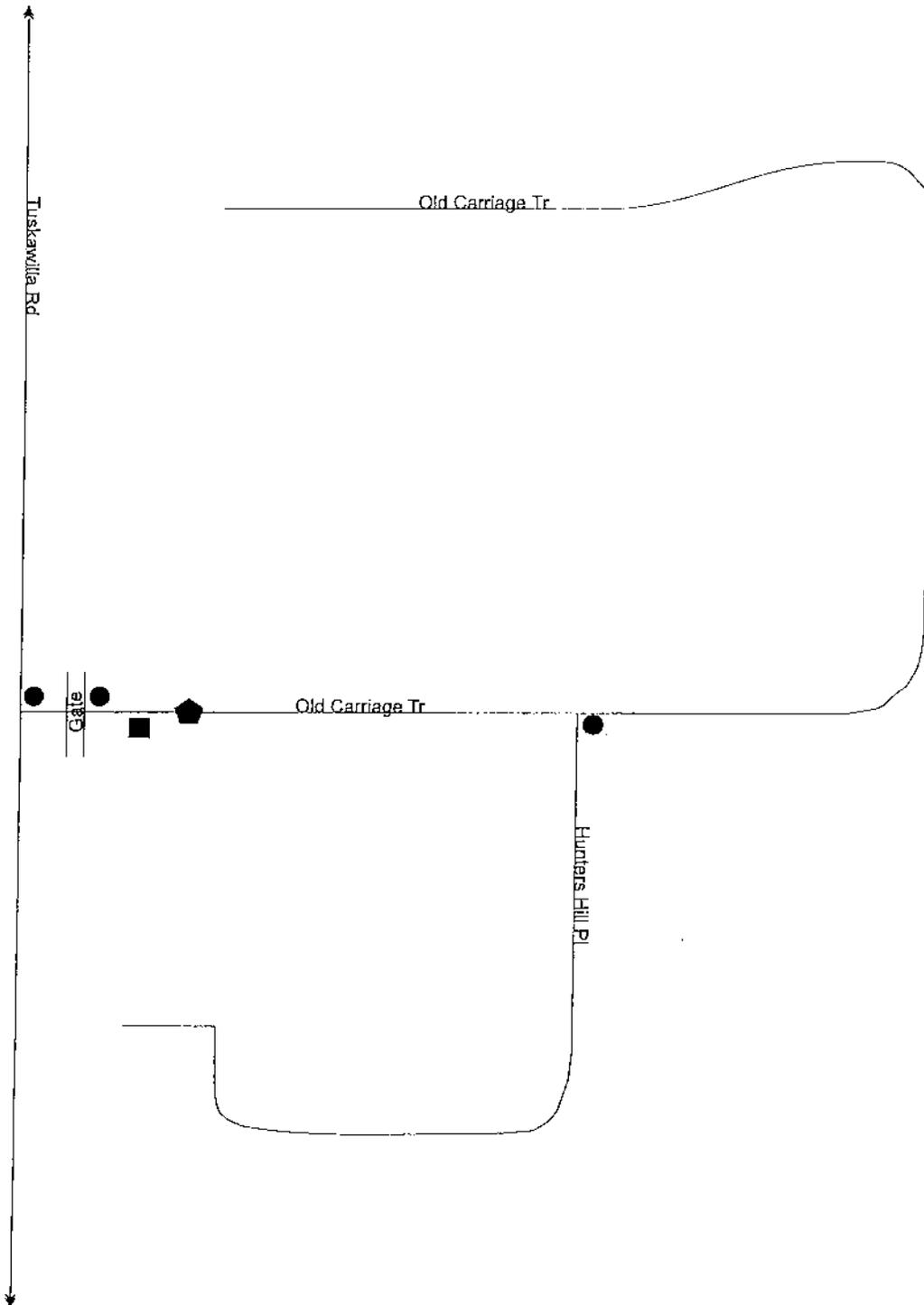


Stonehurst
Traffic Enforcement Agreement Review
3/31/09
District 1

EXHIBIT A



- - Stop Signs
- - Speed Limit 25 sign
- ◆ - Keep Right Sign



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll Approval Lists, Clerk's Received and filed and Clerk's Briefing

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Sandy McCann **EXT:** 7662

MOTION/RECOMMENDATION:

Approval of Expenditure approval Lists dated July 13 and 20, 2009; approve Payroll Approval List dated July 9, 2009.

County-wide

Dave Godwin

BACKGROUND:

Clerk's Report attached.

ATTACHMENTS:

1. Clerk's Report 8-11-09

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll Approval Lists, Clerk's Received and Filed and Clerk's Briefing

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 08-11-2009 **Regular** **Consent** **Work Session** **Briefing**

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists

BACKGROUND:

1. Expenditure Approval Lists dated July 13 and 20, 2009; and Payroll Approval List dated July 9, 2009
2. Clerk's "Received and Filed" - for information only
3. Clerk's Briefing

Reviewed by:	_____
Co. Att	_____
OMB	_____
Other	_____
DCM	_____
CM	_____

**CLERK'S REPORT
CLERK'S BRIEFING
AUGUST 11, 2009**

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated July 13 & 20, 2009; and Payroll Approval List dated July 9, 2009, presented.

ACTION REQUESTED: Motion approving same.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. RECEIVED AND FILED - For Information Only.

1. IFB-600694-09 Contract for Purchase and Replacement of Light Engines for Videowall at the Traffic Management Center, Advanced Video, Inc.
2. Amendment #1 to Work Order #15 to RFP-0013-05.
3. Amendment #3 to RFP-600223-07.
4. BOA Development Order #09-30000074, David Kiswani.
5. Amendment #1 to Work Order #3 to RFP-3261-08.
6. Work Order #123 to PS-5165-04.
7. Recorded Warranty Deed for Gulamali Jaffer for right-of-way dedication of Myrtle Street.
8. First Amendment to Seminole County Health Dept. Renovation Service Agreement.

9. Performance Bond #BLN5753074 in the amount of \$55,000 for AT&T Orange Blvd. Tower.
10. Amendment #1 to Work Order #5 to PS-5180-05.
11. Amendment #2 to Work Order #7 to PS-5180-05.
12. Work Order #22 to CC-1284-06.
13. Work Orders #31 & #32 to PS-1501-06.
14. BOA Development Order #06-51000021, Lynn Poirier.
15. Parks Contract for Salvador Trejo.
16. Tennis Developmental Instructor Agreement, Daniela Celi.
17. Amendment #1 to Work Order #16 to PS-5182-05.
18. Amendment #1 to Work Order #19 to PS-5182-05.
19. Work Order #7 to PS-2468-07.
20. Amendment #3 to Work Order #36 to RFP-0225-05.
21. Work Orders #77 & #78 to CC-1220-03.
22. Temporary Construction Easements for Mark & Diane Cahill; Larry & Diane Smith; Allen Wang; Hulon & Martha Black; C.F. & Ila Holloway; and Brady & Tara Sapp.
23. Warranty Deeds and Westcor Land Title Insurance Company Policy for Emory & Gladys Green.
24. Work Order #9 to PS-2468-07.
25. Work Order #3 to PS-2051-07.
26. Change Order #5 to CC-2424-07.

27. Change Order #2 to Work Order #5 to CC-2183-07.
28. E-mails to John Sury and Carol Hunter relating to Lovett Silverman RFI Log Requests for information, re: CH2M Hill Audit.
29. Third and Fourth Amendments to PS-0369-05.
30. Change Order #3 to CC-2938-07.
31. Change Order #1 to Work Order #33 to CC-1075-06.
32. Amendment #2 to Work Order #4 to PS-5172-04.
33. Work Order #16 to CC-2190-07.
34. Change Order #1 to Work Order #6 to CC-2183-07.
35. IFB-600673-09 Contract for Fire Alarm System Monitoring, Testing, Inspection and Maintenance, Simplex Grinnell, LP.
36. Change Order #1 to Work Order #36 to CC-1075-06.
37. Work Order #23 to CC-1284-06.
38. Amendment #35 to Work Order #1 to PS-1074-06.
39. Work Order #39 to RFP-0225-05.
40. Change Order #1 to Work Order #37 to CC-1075-06.
41. RFP-600587-09 Contract for Irrigation System Evaluation Services, Cato Environmental Services.
42. Change Order #1 to CC-3220-08.
43. Bids as follows: CC-4186-09 & CD; IFB-600701-09; RFP-600702-09; RFP-600706-09;

RFI-600708-09; 600709-09 and Presentations
for PS-4202-09.

III. CLERK'S BRIEFING

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Law Enforcement Trust Fund Expenditure - Contribution to Narcotics Overdose Prevention and Education (NOPE) Program

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Penny J. Fleming **EXT:** 6617

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to expend \$2,215.00 from the Law Enforcement Trust Fund to provide for funds to implement a Narcotics Overdose Prevention and Education (NOPE) Program for middle and high school students.

County-wide

Penny J. Fleming

BACKGROUND:

The Seminole County Sheriff's Office is requesting an expenditure from the Law Enforcement Trust Fund in the amount of \$2,215.00 to provide funding to implement a Narcotics Overdose Prevention and Education (NOPE) program for middle and high school students in Seminole County. The Sheriff's Office and seven municipalities are contributing toward the total cost of \$17,719.00 for the program.

The Narcotics Overdose Prevention and Education Taskforce is comprised of community leaders and concerned parents working to save lives through dramatic personal presentations about the deadly consequences of drug abuse combined with ongoing efforts to influence anti-drug legislation and the provision of vital information about where young people with a substance abuse problem and their families can go for help. The cornerstone of NOPE's mission is to deliver dramatic, high impact presentations to middle and high school students about the dangers and consequences of drug abuse.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is \$130,611.30.

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Law Enforcement Trust Fund Expenditure - Contribution to the Mustard Seed Program

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Penny J. Fleming **EXT:** 6617

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to contribute \$1,000.00 from the Law Enforcement Trust Fund in support of the Mustard Seed Program.

County-wide

Penny J. Fleming

BACKGROUND:

The Seminole County Sheriff's Office is requesting from the Law Enforcement Trust Fund in the amount of \$1,000.00 to provide a financial contribution to the Mustard Seed program. The mission of the Mustard Seed program is to provide furniture, clothing, food and other items free of charge to the homeless and those in need who desire to rebuild their lives and become self-sufficient productive members of the communities in which they live. The Mustard Seed program serves individuals and families located throughout Central Florida including those residing in Seminole County. By providing these basic life necessities, the Mustard Seed program allows homeless individuals and families to regain dignity and self-worth, pursue independence and rebuild their lives. Without the hope that programs like the Mustard Seed provide, the destitute and homeless often must resort to criminal activity or panhandling in order to support themselves and/or their families.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is \$128,396.30.

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Solid Waste Franchise Agreements for Residential Collection Service

DEPARTMENT: Environmental Services

DIVISION: Solid Waste Management

AUTHORIZED BY: Joe Forte, Andrew Neff **CONTACT:** William (Johnny) Edwards **EXT:** 2253

MOTION/RECOMMENDATION:

a) Approve and authorize the Chairman to execute the Third Amendment and Renewal to (RFP-4234-04/AJR) Solid Waste Collection Franchise Agreement Seminole County, Florida Residential Collection Services in unincorporated County Service Area 3 with Waste Pro of Florida, Inc (Waste Pro).

b) Authorize staff to solicit requests for proposals for a Solid Waste Franchise Agreement to provide Residential Collection Service within Service Area 1.

c) Authorize staff to solicit requests for proposals for a Solid Waste Franchise Agreement to provide Residential Collection Service within Service Area 2.

County-wide

William (Johnny) Edwards

BACKGROUND:

This agenda item is a continuation from the July 28, 2009 Board of County Commissioner meeting regarding the three (3) current Franchise Agreements for the collection of residential solid waste and recycling. Following the BCC direction, staff immediately contacted a representative from each hauling company to request a best and final offer.

The current contract with Waste Pro of Florida was awarded following a 2004 solicitation for requests for proposals. Based on review of current contract CPI adjustments, actual changes in fuel prices since Waste Pro bid on the contract, and an excellent performance record, staff is recommending that the Second Amended Solid Waste Franchise Agreement (RFP-4234-04/AJR) for Residential Collection Service in unincorporated County Service Area 3 with Waste Pro be amended and extended for a period of eight (8) years.

As of the agenda deadline, staff had not received a best and final from either Waste Services or Waste Management. Both vendors were advised that this item is being presented to the Board at their August 11, 2009 meeting. Should staff receive information prior to the BCC meeting staff will present same for the Board of County Commissioners' consideration.

Staff believes that should it be necessary to solicit requests for proposals for a Solid Waste Franchise Agreement to provide Residential Collection Service Service Area 1 and 2 it is necessary to receive authorization at the August 11, 2009 meeting as limited time is available to ensure seamless services prior to the end of the contract term.

STAFF RECOMMENDATION:

- a) Staff is recommending approval of the Third Amendment and Renewal of the Solid Waste Franchise Agreement for Residential Collection Service in unincorporated Service Area 3 with Waste Pro.

- b) Staff is recommending that Agreements for Service Area 1 be obtained by soliciting requests for proposals.

- c) Staff is recommending that Agreements for Service Area 2 be obtained by soliciting requests for proposals.

ATTACHMENTS:

- 1. Agreement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

THIRD AMENDMENT AND RENEWAL
TO (RFP-4234-04/AJR)
SOLID WASTE COLLECTION FRANCHISE AGREEMENT
SEMINOLE COUNTY, FLORIDA RESIDENTIAL COLLECTION SERVICES

THIS THIRD AMENDMENT AND RENEWAL is made and entered into this _____ day of _____, 2009, and is to that certain Agreement made and entered into on the 25th day of February, 2005, between WASTE PRO OF FLORIDA, INC., whose address is 2101 West State Road 434, Longwood, Florida 32750, 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 February 25, 2005, as amended on October 14, 2005 and March 26, 2007, to set forth the terms and conditions for the Contractor to provide residential solid waste, yard waste, recycling, side door and on-call collection services in unincorporated 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 43 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, the parties desire to renew the Agreement as herein amended so as to enable both parties to continue to enjoy and mutual benefits it provides,

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

1. Subsections 1(j) and (y) of the Agreement are amended to read:

Section 1. Definitions.

(j) Container. Any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A Container is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage or yard waste receptacle. Such container, including waste materials, shall not exceed fifty (50) gallons in capacity and fifty (50) pounds in weight, unless a Contractor implements (with written authorization from Contract Administrator or designee) an automated or semi-automated collection system requiring the use of some other standard container compatible with Contractor's equipment supplied by Contractor and approved by County.

(y) Recyclable Material or Recyclables. Materials which are capable of being recycled as determined by County under County's Recycling Program, and which would otherwise be processed or disposed of as Solid Waste. Recyclable Material includes newspapers, magazines, catalogs, telephone directories, corrugated cardboard, brown paper bags, pasteboard (e.g. cereal, tissue and soda boxes), plastic containers numbered 1-7, clear, green and brown glass, and

aluminum and steel cans (including empty aerosol cans) and other materials that the County, at its discretion, may add or remove from the program.

2. Subsection 2(a) of the Agreement is amended to read:

Section 2. Term.

(a) Subject to the termination provisions contained in Section 17 of this Agreement, the term of this Agreement shall be for a eight (8) year period beginning April 1, 2010 and ending March 31, 2018, unless terminated earlier as provided herein.

3. Section 3 of the Agreement is amended to read:

Section 3. Commencement of Services. The services provided by Contractor under this Agreement shall commence effective April 1, 2010.

4. Subsection 6(c) of the Agreement is amended to read:

Section 6. Residential Recycling Collections Services.

(c) Recycling Collection. Contractor shall separate Recyclable Material into two streams at the point of collection. Newspaper, magazines, catalogs, telephone directories, corrugated cardboard, brown paper bags and pasteboard (e.g., cereal, tissue and soda boxes) shall be delivered to the Designated Disposal Facility in one stream in the collection vehicle. Plastic containers numbered 1-7; clear, green, and brown glass; and aluminum and steel cans (including empty aerosol cans) shall be delivered in a second stream in the collection vehicle to the Designated Disposal Facility. The parties recognize that Contract Administrator may, at his/her sole

discretion, add or delete items or components deemed to constitute Recyclable Material to County's Recycling Program. Contractor shall not combine Recyclable Material with Solid Waste or Yard Waste.

5. Subsections 7(a) and (b) of the Agreement are amended to read:

Section 7. Residential Yard Waste Collection Services.

(a) Level of Service. Residential Yard Waste Collection Service to each Dwelling Unit shall include up to fifteen (15) Yard Waste Containers or tied bundles per collection day. Subject to the holiday provisions set forth hereunder, Residential Yard Waste Collection Service shall be provided on Wednesdays to Dwelling Units. All Yard Waste shall be transported to a Designated Disposal Facility as listed in Exhibit "B". Annual collection of live Christmas trees shall be collected as part of Residential Yard Waste Collection Services from all Dwelling Units.

(b) Yard Waste Containers. Yard Waste shall be containerized as defined herein or tied securely in tied bundles not exceeding four feet (4') in length. No branches, limbs, or cuttings shall exceed four inches (4") in diameter. No receptacle or bundle shall exceed fifty (50) gallons and fifty (50) pounds in weight. Containers exceeding the size or weight requirements, or the maximum number containers, may be left at the Curbside by Contractor. Contractor shall thoroughly empty all Yard Waste Containers and collect all bags and tied bundles, up to ten (10) total. Contractor

shall not combine Yard Waste with Solid Waste or Recyclable Material or Yard Waste from outside the Service Area.

6. Subsections 11(a) and (b) are amended to read:

Section 11. County's Billing, Collection and Payment Obligations.

(a) Responsibility. County shall be responsible for the billing and collection of payments for Dwelling Units in Contractor's Service Area receiving mandatory Services except as provided in Section 12(b) hereinbelow. County shall pay Contractor the residential collection rate set forth in Exhibit "C" for each Dwelling Unit in the Service Area. County shall make monthly payments in arrears to Contractor for the mandatory Services under this Agreement. County shall be solely responsible for the collection methodologies for mandatory Services (i.e. non-ad valorem assessment, utility billing, or otherwise). Payments from County to Contractor shall commence with the April, 2010, service month and shall be due and payable on or about the twentieth day of the month following the month during which Services were rendered.

(b) County Report to Contractor. On or before January 15, 2010, and annually thereafter for the term of this Agreement, Contract Administrator shall provide to Contractor a copy of the annual assessment roll or other collection methodologies providing a detailed listing of all Dwelling Units to receive Services. Thereafter and for the duration of this Agreement, Contract Administrator shall promptly notify Contractor of new Dwelling Units

to be serviced or deleted and monthly payments to Contractor shall be adjusted accordingly. County shall continue to accept and rescind exemptions from mandatory collection throughout the duration of the Agreement. Payment shall be prorated based upon the date of the certificate of occupancy or verification of the beginning of actual Service, whichever is later.

7. Section 13 of the Agreement is amended to read:

Section 13. Rate Adjustments.

(a) Consumer Price Index (CPI) Adjustments. As provided in the schedules detailed in Subsections 13(c) and (d) herein, the rates paid to the Contractor shall be adjusted by the Consumer Price Index For All Urban Consumers (CPI-U), series CUURS0000SAO as published by the United States (U.S.) Bureau of Labor Statistics, at commencement of contract services and annually thereafter.

(b) Fuel Index Adjustments. As provided in the schedules detailed in Subsections 13(c) and 13(e) herein, the rates paid to the Contractor shall be adjusted by the Weekly Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Sales by All Sellers (CPI-F), as reported by the United States Department of Energy, Energy Information Administration, at commencement of contract services and semi-annually thereafter.

(c) Contract Start Price Correction. Ninety percent (90%) of the bid price for each of the four (4) service levels shall be adjusted for CPI-U changes. The remaining ten percent (10%) of the

bid price shall be adjusted for CPI-F changes. The corrected contract start prices, effective April 1, 2010, shall be determined as follows:

$$U_{\text{corr}} = (\text{CPI-U}_{\text{Dec 2009}} - \text{CPI-U}_{\text{Jun 2009}}) / \text{CPI-U}_{\text{Jun 2009}}$$
$$F_{\text{corr}} = (\text{CPI-F}_{\text{Dec 2009}} - \text{CPI-F}_{\text{Jun 2009}}) / \text{CPI-F}_{\text{Jun 2009}}$$

$$P_{\text{Start}} = (0.90)(1 + U_{\text{corr}})(P_{\text{Bid}}) + (0.10)(1 + F_{\text{corr}})(P_{\text{Bid}})$$

Where: P_{Start} = Start price effective April 1, 2010
 P_{Bid} = Bid price submitted by Contractor
 U_{corr} = CPI-U correction factor
 F_{corr} = CPI-F correction factor

(d) Annual CPI-U Adjustments. Ninety percent (90%) of the contract start price for each of the four (4) service levels shall be adjusted annually for CPI-U changes. The first adjustment shall be made by comparing the annual (January 1 - December 31) CPI-U for 2010 to the CPI-U value for December 2009. The adjustment in price shall become effective on April 1, 2011. Subsequent CPI-U adjustments shall compare annual CPI-U values to the December 2009 CPI-U value as shown below.

(e) Semi-annual CPI-F Adjustments. Ten percent (10%) of the contract start price for each of the four (4) service levels shall be adjusted semi-annually for CPI-F changes. The first adjustment shall be made by comparing the first half (January 1 - June 30) CPI-F for 2010 to the CPI-F value for December 2009. The adjustment in price shall become effective on October 1, 2010. Subsequent CPI-U adjustments shall compare semi-annual CPI-F values to the December 2009 CPI-F value as shown below:

Effective Date	Adjustments	Adjusted Price
10/1/2010	$F_{\text{Oct } 2010} = (\text{CPI-F}_{\text{Jan-Jun } 2010} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2010} = (0.90)P_{\text{start}} + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2010})$
4/1/2011	$U_{\text{Apr } 2011} = (\text{CPI-U}_{2011} - \text{CPI-U}_{\text{Dec } 2009}) / \text{CPI-U}_{\text{Dec } 2009}$ $F_{\text{Apr } 2011} = (\text{CPI-F}_{\text{Jul-Dec } 2010} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Apr } 2011} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2011}) + (0.10)(P_{\text{start}})(1 + F_{\text{Apr } 2011})$
10/1/2011	$F_{\text{Oct } 2011} = (\text{CPI-F}_{\text{Jan-Jun } 2011} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2011} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2011}) + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2011})$
4/1/2012	$U_{\text{Apr } 2012} = (\text{CPI-U}_{2012} - \text{CPI-U}_{\text{Dec } 2009}) / \text{CPI-U}_{\text{Dec } 2009}$ $F_{\text{Apr } 2012} = (\text{CPI-F}_{\text{Jul-Dec } 2011} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Apr } 2012} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2012}) + (0.10)(P_{\text{start}})(1 + F_{\text{Apr } 2012})$
10/1/2012	$F_{\text{Oct } 2012} = (\text{CPI-F}_{\text{Jan-Jun } 2012} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2012} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2012}) + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2012})$
4/1/2013	$U_{\text{Apr } 2013} = (\text{CPI-U}_{2013} - \text{CPI-U}_{\text{Dec } 2009}) / \text{CPI-U}_{\text{Dec } 2009}$ $F_{\text{Apr } 2013} = (\text{CPI-F}_{\text{Jul-Dec } 2012} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Apr } 2013} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2013}) + (0.10)(P_{\text{start}})(1 + F_{\text{Apr } 2013})$
10/1/2013	$F_{\text{Oct } 2013} = (\text{CPI-F}_{\text{Jan-Jun } 2013} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2013} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2013}) + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2013})$
4/1/2014	$U_{\text{Apr } 2014} = (\text{CPI-U}_{2014} - \text{CPI-U}_{\text{Dec } 2009}) / \text{CPI-U}_{\text{Dec } 2009}$ $F_{\text{Apr } 2014} = (\text{CPI-F}_{\text{Jul-Dec } 2013} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Apr } 2014} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2014}) + (0.10)(P_{\text{start}})(1 + F_{\text{Apr } 2014})$
10/1/2014	$F_{\text{Oct } 2014} = (\text{CPI-F}_{\text{Jan-Jun } 2014} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2014} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2014}) + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2014})$
4/1/2015	$U_{\text{Apr } 2015} = (\text{CPI-U}_{2015} - \text{CPI-U}_{\text{Dec } 2009}) / \text{CPI-U}_{\text{Dec } 2009}$ $F_{\text{Apr } 2015} = (\text{CPI-F}_{\text{Jul-Dec } 2014} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Apr } 2015} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2015}) + (0.10)(P_{\text{start}})(1 + F_{\text{Apr } 2015})$
10/1/2015	$F_{\text{Oct } 2015} = (\text{CPI-F}_{\text{Jan-Jun } 2015} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2015} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2015}) + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2015})$
4/1/2016	$U_{\text{Apr } 2016} = (\text{CPI-U}_{2016} - \text{CPI-U}_{\text{Dec } 2009}) / \text{CPI-U}_{\text{Dec } 2009}$ $F_{\text{Apr } 2016} = (\text{CPI-F}_{\text{Jul-Dec } 2015} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Apr } 2016} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2016}) + (0.10)(P_{\text{start}})(1 + F_{\text{Apr } 2016})$
10/1/2016	$F_{\text{Oct } 2016} = (\text{CPI-F}_{\text{Jan-Jun } 2016} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2016} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2016}) + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2016})$
4/1/2017	$U_{\text{Apr } 2017} = (\text{CPI-U}_{2017} - \text{CPI-U}_{\text{Dec } 2009}) / \text{CPI-U}_{\text{Dec } 2009}$ $F_{\text{Apr } 2017} = (\text{CPI-F}_{\text{Jul-Dec } 2016} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Apr } 2017} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2017}) + (0.10)(P_{\text{start}})(1 + F_{\text{Apr } 2017})$
10/1/2017	$F_{\text{Oct } 2017} = (\text{CPI-F}_{\text{Jan-Jun } 2017} - \text{CPI-F}_{\text{Dec } 2009}) / \text{CPI-F}_{\text{Dec } 2009}$	$P_{\text{Oct } 2017} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr } 2017}) + (0.10)(P_{\text{start}})(1+F_{\text{Oct } 2017})$

Note: CPI-F will be determined as a six (6) month average.

(f) Extraordinary Rate Adjustments.

(1) Contractor may petition County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator, and by all reasonable expectations will continue, or if there are changes in Federal or State law applicable to this Agreement. Contractor's request shall contain substantial proof and justification acceptable to Contract Administrator to support the need for the rate adjustment. Contract Administrator may request from Contractor such further information as may be reasonably necessary in making its determination. County shall approve or deny the request, in whole or in part, or for a limited term, within sixty (60) days of receipt of the request and all other additional information required by Contract Administrator.

(2) Changes in Contractor's means and methods of collection resulting from Contractor's election to employ differing means and collection methods, automated or semi-automated collection systems, or other Contractor means and methods shall not be the basis for rate adjustments.

8. Subsections 16(b)(1), 16(b)(2) and 16(b)(3) of the Agreement are amended to read:

Section 16. Interpretation of Performance, Administrative Charges and Service Violations.

(b) Administrative Charges.

(1) Contract Administrator shall review the information submitted and levy administrative charges for each

complaint received exceeding 2.5 per 1,000 customers in a calendar month for the following violations:

(A) Failure to provide Collection Service to any Dwelling Unit during the regularly scheduled collection times and days.

(B) Failure to collect, transport, or dispose of Solid Waste, Recyclable Material, White Goods, or Yard Waste separately.

(C) Failure to return any Garbage Receptacle, Recycle Bin, or Yard Waste Receptacle to the collection location.

(D) Throwing of any Garbage Receptacle, Recycle Bin, or Yard Waste Receptacle after emptying the Container.

(E) Failure to immediately clean up spillage of any collected material or failure to immediately clean up leaking of vehicle fluids caused by Contractor.

(F) Failure to respond to a Customer Complaint in established time frame.

(G) Failure to completely empty any Garbage Receptacle, Recycle Bin or Yard Waste Receptacle.

(H) Failure to tag Non-conforming Waste left at the curb.

(I) Failure to comply with any provision of this Agreement not otherwise addressed hereunder.

(2) A \$30.00 administrative charge shall be levied for each complaint in excess of 2.5 per 1,000 customers in a calendar month.

(3) County shall count each complaint towards administrative charges, regardless of resolution. Notwithstanding subsection (2) above, a complaint for failing to provide Collection Service that is resolved by the end of the collection day in which the complaint is received by the Contractor shall not be counted as a complaint.

9. Subsections 19(a), (f), (g) and (i) of the Agreement are amended to read:

Section 19. Collection Equipment.

(a) Minimum Requirements. Contractor shall provide in good working condition at all times collection equipment which meets industry standards and is sufficient to permit Contractor to efficiently and safely perform the Services specified herein. Upon execution of this Agreement and annually thereafter on November 1, or on the next business day, Contractor shall provide, in a format specified by Contract Administrator, a list of the equipment providing Services under this Agreement. The collection vehicle list shall include at a minimum, the year, make, and model of the vehicle, fleet number, and route number.

(f) Light Utility Trucks. Contractor shall maintain a sufficient number of light utility trucks or other such vehicles that can be provided for use in remote areas and on roads of limited

stability as to allow for the provision of normal Services to those Dwelling Units in its Service Area in such areas or along such roads. If any road or public right-of-way in the Service Area is substandard, as specifically designated by Contract Administrator in writing, Contractor must provide lightweight equipment to service these roads and rights-of-way. It shall be the responsibility of Contractor to determine which vehicles shall be used to service which Dwelling Units so as to avoid damaging the roads being utilized to service said Dwelling Units. Contractor acknowledges this responsibility and agrees to repair to County standards any road damage caused by Contractor. In the event of an Individual Dwelling Unit complaint regarding road damage, Contract Administrator shall designate the type of vehicle to be utilized on that particular road.

(g) Maintenance of Vehicles. Contractor shall maintain vehicles in good repair, appearance, and in a clean and sanitary condition. Vehicles shall be washed thoroughly on the inside and outside and sanitized with a suitable disinfectant and deodorant at least once per week and at such times as established by Contract Administrator. All vehicles shall be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids, and emissions into the environment and to maintain compliance with applicable noise ordinances. A maintenance log shall be maintained at all times for all vehicles and made available to Contract Administrator upon request. Contract Administrator, in

his/her sole determination, may require the removal of equipment not adequately maintained as described above.

(i) Removal of Collection Equipment. Collection equipment regularly and repeatedly failing to perform in a satisfactory manner shall be permanently removed from service in Contractor's Service Area. Unsatisfactory vehicle performance includes, but is not limited to:

(1) Failure to complete a route due to mechanical breakdown, five (5) times in any consecutive twelve (12) month period during the Agreement.

(2) Failure to discharge recyclable materials in two (2) discrete streams, three (3) times in any consecutive twelve (12) month period during the Agreement.

(3) Discharge of vehicle fluids due to mechanical failure five (5) times in any consecutive twelve (12) month period during the Agreement.

(4) Excessive visible emissions or equipment noise either observed by Contract Administrator or for which complaints are received by Contract Administrator on five (5) separate days in any consecutive twelve (12) month period during the Agreement.

10. Section 21 of the Agreement is amended to read:

Section 21. Filing of Requested Information and Documents.

Contractor shall ensure that all documents and reports are submitted and updated as required by this Agreement. Contractor shall provide all documents in a format approved by Contract Administrator in

accordance with Exhibit "E," attached hereto and incorporated herein. On or before February 1st of each year this Agreement is in effect, Contractor shall certify to Contract Administrator that all required documents as described in Exhibit "E" are accurate and on file with County. Contractor shall immediately update and notify Contract Administrator of any changes affecting the Services described in this Agreement.

11. Subsection 24(b) of the Agreement is amended to read:

Section 24. Holidays.

(b) Services not provided on the designated holidays shall be provided on the next scheduled collection day. Dwelling Units not receiving Residential Yard Waste Collection Service due to a holiday shall be entitled to set out up to and including thirty (30) Yard Waste Containers or tied bundles the next scheduled collection day for Yard Waste. Dwelling Units not receiving Residential Yard Waste Collection Service due to Christmas and New Year's Day holiday schedule shall be entitled to set out up to and including forty-five (45) Yard Waste Containers or tied bundles on the next scheduled collection day for Yard Waste.

12. Subsection 25(a) of the Agreement is amended to read:

Section 25. Routes and Schedules.

(a) Establishment of Routes. Contractor shall establish routes within its Service Area to obtain maximum efficiency of operation. Each route shall have a specific start time and location, a specific finish location and shall run in a consistent street sequence

under normal collection conditions. Each route shall utilize the same vehicle each day and run solely within the Service Area. Contractor shall provide, in a format approved by Contract Administrator, a record of each route and the Collection days for Residential Solid Waste, Recyclable Materials, Yard Waste, Mandatory Side Door Services, and Optional Side Door Services, including the total number of Dwelling Units for each route. The record shall be provided to Contract Administrator as described in Exhibit "E".

13. Subsection 42(a) of the Agreement is amended to read:

Section 42. Assignment and Subcontracting.

(a) No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or part by Contractor without the express written consent of County. County shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by Contractor. Any assignment of this Agreement made by Contractor without the express written consent of County shall be void and shall be grounds for County to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to Contractor and upon the date of such notice this Agreement shall be deemed immediately terminated and upon such termination all liability of County under this Agreement to Contractor shall cease and County shall be free to negotiate with other Contractors or any other person or entity for provision of Service in the Service Area which is the subject of this Agreement. No firm shall serve more than seventy-five percent (75%) of the total number

of Dwelling Units receiving service in all Service Areas. In the event of merger or other assignment, if one firm acquires Service Areas containing more than seventy-five percent (75%) of the Dwelling Units receiving service in all Service Areas, Contract Administrator shall redefine the Service Area boundaries so that one firm does not service more than seventy-five percent (75%) of all Dwelling Units receiving service in all Service Areas. In the event of any assignment, the assignee shall fully assume all the duties, obligations, and liabilities of Contractor and the assignor shall remain as co-obligor with the assignee as to all duties, obligations, and liabilities under this Agreement.

14. Section 47 of the Agreement is amended to read:

Section 47. Waste Deliveries. Contractor shall deliver all Residential Solid Waste collected within the borders of Seminole County, including all incorporated and unincorporated areas, to a Designated Disposal Facility and pay the appropriate disposal fees. Contractor shall deliver, unless precluded by an existing agreement, all Commercial Solid Waste collected within the borders of Seminole County, including all incorporated and unincorporated areas, to a Designated Disposal Facility and pay the appropriate disposal fees. Failure to deliver all Solid Waste collected in Seminole County to a Designated Disposal Facility shall be cause for termination of this Agreement. Any existing agreements that would prevent Contractor from delivering all Residential and Commercial Solid Waste, as described

above, to a Designated Disposal Facility shall be provided to Contract Administrator on or before January 1, 2010.

15. Section 48 of the Agreement is amended to read:

Section 48. Transition. Notwithstanding the effective date of service as set forth in Section 3 hereinabove, the Contractor shall comply with the Transition Schedule attached hereto and incorporated herein as Exhibit "F".

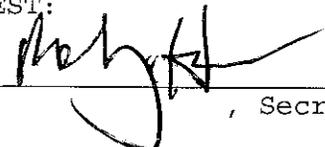
16. Exhibits A through G of the Agreement are hereby deleted and Exhibits A through F attached hereto are substituted therefor.

17. The Agreement is hereby renewed for the term of eight (8) years from April 1, 2010, through March 31, 2018, unless terminated sooner as provided for therein.

18. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of this Renewal, as originally set forth in said Agreement.

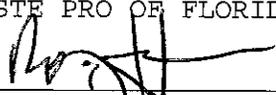
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:


_____, Secretary

(CORPORATE SEAL)

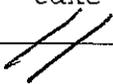
WASTE PRO OF FLORIDA, INC.

By: 

ROBERT J. HYERS HYRES
Executive Vice-President

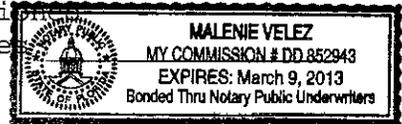
Date: July 10, 2009

STATE OF Florida
COUNTY OF Seminole

I HEREBY CERTIFY that, on this 10 day of July, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert J. Hyers, and , as Executive Vice-President and Secretary,

respectively, of Waste Pro of Florida, Inc., a corporation organized under the laws of the State of Florida, who are personally known to me or who have 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.

Malenie Velez
Print Name Malenie Velez
Notary Public in and for the County _____
and State Aforementioned _____
My commission expires _____



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BOB DALLARI, Chairman

Date: _____

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

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting

County Attorney

SED/dre
07/08/09

Attachments:

- Exhibit "A" - Map/Description of Franchise Areas
- Exhibit "B" - Designated Disposal Facilities
- Exhibit "C" - Mandatory and Optional Service Levels and Rates
- Exhibit "D" - Calculation of Residential Disposal Credit
- Exhibit "E" - Schedule of Annual Reporting Requirements
- Exhibit "F" - Transition Schedule

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EXHIBIT "A"

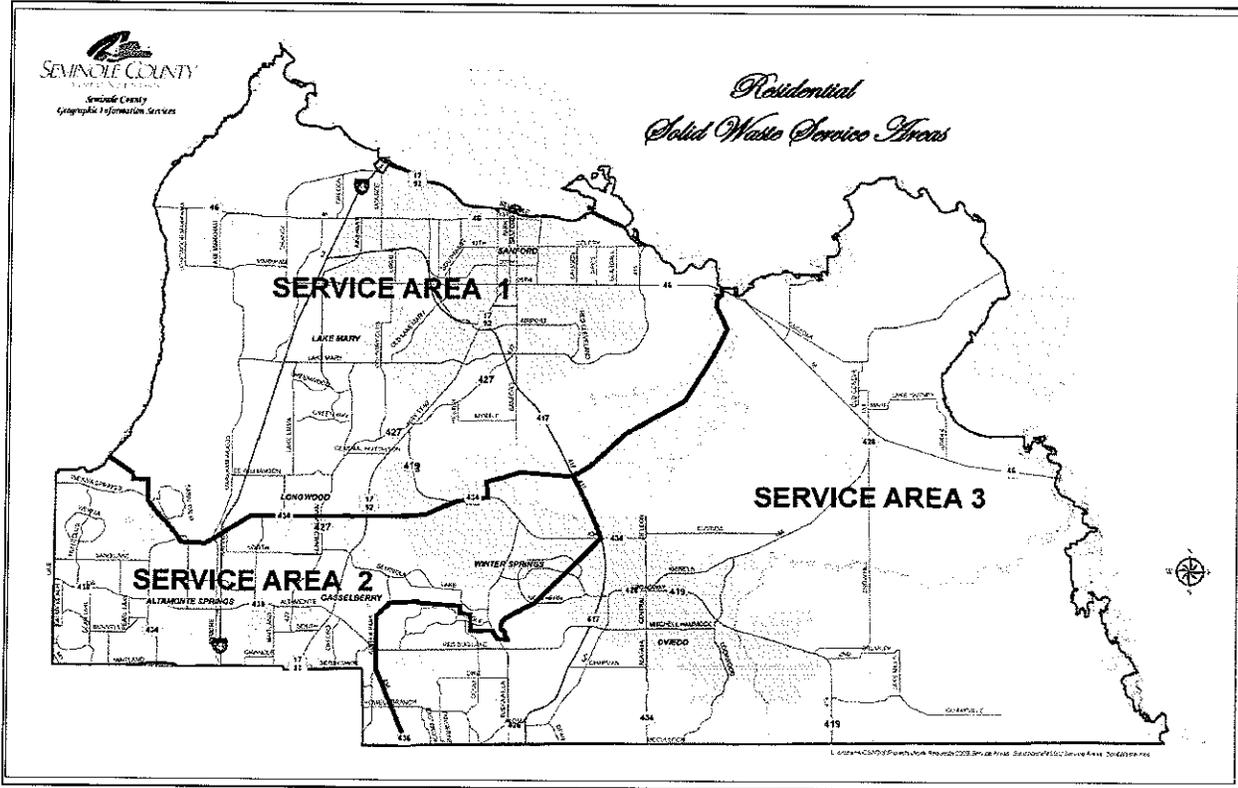


EXHIBIT "B"
DESIGNATED DISPOSAL FACILITIES

Seminole County Central Transfer Station
1950 State Road 419 Longwood, Florida 32750

The Central Transfer Station accepts Residential and Commercial Solid Waste, Yard Waste, and Recyclable Materials only.

-and-

Seminole County Osceola Road Landfill
1930 East Osceola Road
Geneva, Florida 32732

The Seminole County Landfill accepts Residential and Commercial Solid Waste, Yard Waste, Bulk Waste, and White Goods only.

EXHIBIT "C"
MANDATORY AND OPTIONAL SERVICES LEVELS AND RATES

Effective April 1, 2010, Contractor shall provide the following levels of service to each residential unit receiving that level of service. The optional services may be provided by Contractor to residential dwelling units on a subscription basis. Annually, County shall provide Contractor with a list detailing the residential dwelling units designated to receive the applicable level of service. The rates are effective April 1, 2010, subject to adjustment as provided in this Agreement. The rates are for collection only. Disposal fees are not including in the rate per month. The following collections are on a per week basis subject to the holiday provisions of the Agreement.

<u>SERVICE LEVEL CHOICES</u>	<u>RATE PER MONTH</u>
Service "1"	\$12.85
1. two (2) solid waste;	
2. one (1) recycling;	
3. one (1) yard waste;	
4. on-call white goods and bulk pickup	
Service "2"	\$12.46
1. two (2) solid waste;	
2. one (1) recycling;	
3. on-call white goods and bulk pickup	
Service "3"	\$11.70
1. one (1) solid waste;	
2. one (1) recycling;	
3. one (1) yard waste;	
4. on-call white goods and bulk pickup	
Service "4"	\$11.54
1. one (1) solid waste;	
2. one (1) recycling;	
3. on-call white goods and bulk pickup	

Mandatory Side Door Service

Physically Challenged Persons shall receive Side Door Service at no additional charge by Contractor to the residential dwelling unit or payment by County to Contractor for any of the four (4) levels of service described above and selected by the qualifying Customer.

Optional Side Door Service

Entire Neighborhood	\$14.91
Per Dwelling Unit	\$14.91

The maximum rate Contractor may charge dwelling units for Optional Side Door Services under this Agreement is \$14.91 monthly or \$178.92 annually, subject to annual CPI-U adjustments. This amount is in addition to the applicable Service Level rates paid to Contractor by County described above. Contractor shall be responsible for the billing and collection of payments for Optional Side Door Services. Contractor may charge less for Optional Side Door Services; however, Contractor shall charge no more than above maximum rates as adjusted under this Agreement.

EXHIBIT "D"
CALCULATION OF RESIDENTIAL DISPOSAL FEE CREDIT

TYPE	GENERATION FACTOR
Solid Waste	1.16 Tons
Yard Waste	0.38 Tons

Service level "1"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Yard Waste	0.38 Tons	x \$33.17 per ton	= \$12.61
Service Level "1" Total Annual Credit per Unit			= \$51.09

Service level "2"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Service Level "2" Total Annual Credit per Unit			= \$38.48

Service level "3"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Yard Waste	0.38 Tons	x \$33.17 per ton	= \$12.61
Service Level "3" Total Annual Credit per Unit			= \$51.09

Service level "4"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Service Level "4" Total Annual Credit per Unit			= \$38.48

Disposal fees may be adjusted pursuant to the County Solid Waste Rate Resolution.

EXHIBIT "E"
SCHEDULE OF ANNUAL REPORTING REQUIREMENTS
Initial Date and Annually Thereafter

Item	Deadline
County provides final assessment roll to Contractor of Dwelling Units to receive Services	April 2010
Contractor provides County list of Dwelling Units receiving Services, not on assessment roll (owner name, property address with parcel identification number)	June 2010
County determines eligibility of additional Dwelling Units	August 2010
Contractor submits Collection Equipment List to County (Year, Make, Model, Vehicle Identification Number, Fleet Number, Route Number)	February 2010
Contractor submits Office Information to County (Local and Toll-free telephone numbers, facsimile number(s), email address(es))	February 2010
Contractor submits Agent Designation to County (Agent and Backup Agent Name and contact information; Emergency/After Hours Contact	February 2010
Contractor submits Route Information and Maps to County (Route numbers, vehicles assigned to route, driver assigned to route, collection days for each collection service, number of households served, start and finish location, street sequence, start time and estimated finish time)	February 2010
Contractor submits Driver List to County (Driver's Name, Assigned Route Number)	February 2010
Contractor submits Supervisor List to County (Name and contact information, backup Supervisor and contact information)	February 2010
Contractor submits Customer Service List to County (Three names and contact information)	February 2010
Contractor submits Safety and Training Plan to County (Equipment operating, safety and customer service training, documentation all employees received training)	February 2010
Contractor submits Insurance Policy Certificates to County	February 2010
Contractor submits certified statement that all required documents are current and on file with County	February 2010

EXHIBIT "F"
TRANSITION SCHEDULE

Item	Deadline
County provides draft assessment roll to Contractor of Dwelling Units to receive Services	January, 2010
Contractor submits Collection Equipment List to County (Year, Make, Model, Vehicle Identification Number, Fleet Number, Route Number)	January, 2010
Contractor submits Office Information to County (Local and Toll-free telephone numbers, facsimile number(s), email address(es))	January, 2010
Contractor submits Agent Designation to County (Agent and Backup Agent Name and contact information; Emergency/After Hours Contact)	January, 2010
Contractor submits Route Information and Maps to County (Route numbers, vehicles assigned to route, driver assigned to route, collection days for each collection service, number of households served, start and finish location, street sequence, start time and estimated finish time)	January, 2010
Contractor submits Driver List to County (Driver's Name, Assigned Route Number)	January, 2010
Contractor submits Supervisor List to County (Name and contact information, backup Supervisor and contact information)	January, 2010
Contractor submits Customer Service List to County (Three names and contact information)	January, 2010
Contractor submits Safety and Training Plan to County (Equipment operating, safety and customer service training, documentation all employees received training)	January, 2010
Contractor submits Insurance Policy Certificates to County	January, 2010
Contractor submits Customer Notification Literature to County	January, 2010
Contractor submits Customer Notification Plan to County	January, 2010
Contractor submits certified statement that all required documents are current and on file, and routes have been run for two (2) weeks to the County	January, 2010
County submits Decals with Route Numbers to Contractor	March, 2010

Failure to meet deadlines as specified is a material default of the Agreement.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Kentucky Square Large Scale Future Land Use Map Amendment

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Ian Sikonia

EXT: 7398

MOTION/RECOMMENDATION:

1. Transmit the requested Large Scale Future Land Use Map Amendment from SE (Suburban Estates) to LDR (Low Density Residential) for 27.6 acres, located at the southwest corner of the intersection of Beardall Avenue and Kentucky Street, to the Department of Community Affairs, based on staff findings (Hugh Harling, applicant); or
2. Deny the requested Large Scale Future Land Use Amendment Map from SE (Suburban Estates) to LDR (Low Density Residential) for 27.6 acres, located at the southwest corner of the intersection of Beardall Avenue and Kentucky Street (Hugh Harling, applicant), and authorize the chairman to execute the Denial Development Order; or
3. Continue the item to a time and date certain.

District 5 Brenda Carey

Ian Sikonia

BACKGROUND:

The applicant is requesting a Large Scale Future Land Use Map Amendment for 27.6 acres, located at the southwest corner of the intersection of Beardall Avenue and Kentucky Street, from SE (Suburban Estates) to LDR (Low Density Residential). The original application as advertised for the July 28, 2009 Board County Commissioners meeting was for HIP-AP (Higher Intensity Planned Development - Airport) Future Land Use and PUD (Planned Unit Development) zoning. On July 6, 2009 the applicant submitted a revised application to Seminole County, changing the request from HIP-AP (Higher Intensity Planned Development - Airport) to LDR (Low Density Residential). On July 7, 2009, the applicant also submitted a request to postpone the rezone application from A-1 (Agriculture) to PUD (Planned Unit Development).

At this time, the applicant is proposing a Large Scale Future Land Use Map Amendment from Suburban Estates (SE) to Low Density Residential (LDR). The revised application was advertised for the August 11, 2009 BCC meeting. The applicant proposes to change the land use in order to develop a single-family home subdivision. The proposed Low Density Residential development will provide for a transitional buffer between the large lot single family homes to the south surrounding this property and the existing HIP-AP Future Land Use to the north. The HIP-AP Future Land Use allows for more intense uses such as industrial parks, office parks, and commercial developments, whereas the SE Future Land Use allows for large lot single-family homes. The area surrounding the Orlando Sanford International airport to the east and south has Future Land Use designations of HIP-AP and IND which should help foster commercial and industrial type developments in the near future.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission has not heard the revised request to LDR (Low Density Residential), due to the applicant submitting the revised request on July 6, 2009 for the Future Land Use Amendment change.

STAFF RECOMMENDATION:

Staff recommended approval of the request to HIP-AP (Higher Intensity Planned Development - Airport), however staff has not had sufficient time to adequately review the request to LDR (Low Density Residential) but anticipates less impacts than the request to HIP-AP (Higher Intensity Planned Development-Airport). Staff recommends the Board transmit the requested Large Scale Future Land Use Map Amendment from SE (Suburban Estates) to LDR (Low Density Residential) for 27.6 ± acres, located at the southwest section of the intersection of Beardall Avenue and Kentucky Street.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Future Land Use and Zoning Map
4. Aerial Map
5. Justification Statement Provided by Applicant
6. Opposition Letter
7. City of Sanford Utility Letter
8. School Impact Analysis
9. Denial Development Order (applicable only if denied)
10. Ownership Disclosure Form
11. 6-3-09 Planning and Zoning Commission Meeting Minutes

Additionally Reviewed By:
<input checked="" type="checkbox"/> County Attorney Review (Kathleen Furey-Tran)

Kentucky Square Large Scale Future Land Use Map Amendment from SE (Suburban Estates) to LDR (Low Density Residential)		
APPLICANT	Hugh Harling	
PROPERTY OWNER	Ann Takvorian	
REQUEST	LSLUA from SE (Suburban Estates) to LDR (Low Density Residential)	
PROPERTY SIZE	27.6 ± acres	
HEARING DATE (S)	P&Z: June 3, 2009	BCC: July 28, 2009 August 11, 2009 (Transmittal) December 8, 2009 (Adoption)
PARCEL ID	03-20-21-5AY-0000-0850 & 03-20-21-5AY-0000-0870	
LOCATION	Located at the southwest section of the intersection of Beardall Avenue and Kentucky Street.	
FUTURE LAND USE	SE (Suburban Estates)	
ZONING	A-1 (Agriculture)	
FILE NUMBER	Z2008-60/09S.FLU03	
COMMISSION DISTRICT	#5 – Carey	

ANALYSIS OVERVIEW:

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

FLU Element Plan Amendment Review Criteria:

The Future Land Use Element of the Comprehensive Plan establishes certain criteria for evaluating proposed future land use amendments, including an individual site compatibility analysis using the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The subject property is located approximately ¼ mile south of East Lake Mary Blvd., a new thoroughfare which is expected to encourage urban-intensity development in the area around Orlando-Sanford International Airport. In addition to its proximity to this major road, the site has been identified as having a potential to support the County's economic development efforts through the SeminoleWay initiative. SeminoleWay's purpose is to create a strategic land use and economic development plan focused on attracting high value/high wage jobs and businesses to the County along the State Road 417 Corridor, including areas near the airport. The proposed Low Density Residential Future Land Use will complement the future employment centers proposed by the Seminole Way Initiative.

The property is bordered on three sides by the Suburban Estates (SE) future land use designation, with existing land uses consisting of agriculture, single-family homes,

mobile homes, and vacant acreage. Currently, the edge of HIP-AP in the area is Kentucky Street, with high intensity uses permitted to the north of that road. There have been several rezoning in the past year which has taken place in the area such as the Kentucky Street PCD and the Laura Avenue Rezone which have allowed for light industrial, retail, and office uses. Staff feels the surrounding area has changed enough to warrant a change of land use to Low Density Residential.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

The following table provides adopted level of service (LOS) standards for public services and facilities and potential impacts of the proposed amendment. The potential maximum residential density in LDR is 7 dwelling units per net buildable acre, which results in 193 dwelling units. All the information in the “Potential Impact” section of the table below was provided by the applicant. Impact calculations were based on 165 dwelling units which the applicant proposes for this site, however the potential impact is 193 dwelling units.

Facility or Service (Data provided by County)	Potential Impact
Potable Water Facilities LOS: 144 gpd	49,500 gpd
Sanitary Sewer Facilities LOS: 132 gpd	49,500 gpd
Recreation LOS: 3.6 total acres/1,000 population 1.8 developed acres/1,000 population	Information not provided by applicant
Mass Transit LOS: 1.03 revenue miles/capita	No mass transit service provided to this site
Solid Waste LOS: County Landfill LOS: 4.2 lbs/capita/day County Transfer Station: LOS Station 4.3 lbs/capita/day	726 lbs/day Information not provided by applicant
Transportation LOS: NA; LOS is only determined for collector or arterial roadways	ADT: 1,579 PM PEAK: 167
Schools	*
* See attached Seminole County School Board Report	

C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

The site is outside the 100-year floodplain and appears to have no environmental issues.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The property is not subject to WRPA regulations, but new residential development on the site will be required to provide avigation easements and airport compatibility standards per Policy FLU 5.7.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The proposed future land use amendment is not a request for the Planned Development (PD) designation and hence does not entail a specific development plan which can be evaluated for impacts to adjacent properties.

F. Whether the proposed use furthers the public interest by providing:

- 1. Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site**
- 2. Dedications or contributions in excess of Land Development Code requirements**
- 3. Affordable housing**
- 4. Economic development**
- 5. Reduction in transportation impacts on area-wide roads**
- 6. Mass transit**

Staff Evaluation

This issue cannot be fully addressed because the proposed future land use amendment for LDR does not involve a site development plan as would the Planned Development (PD) future land use designation.

G. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.

COMPREHENSIVE PLAN

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The following additional policies are applicable with the proposed project (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

- Policy FLU 2.1: Development Standards
- Policy FLU 2.3: Roadway Compatibility
- Policy FLU 2.5: Transitional Land Uses in Urban Areas Not Approved For Mixed Development
- Policy FLU 5.4: Water and Sewer Service Expansion
- Policy FLU 17.4: Relationship of Land Use to Zoning Classifications
- Policy FLU 17.5: Evaluation Criteria of Property Rights Assertions
- Policy POT 4.5: Extension of (Potable Water) Service to New Development
- Policy SAN 4.4: Extension of (Sanitary Sewer) Service to New Development
- Policy TRA 2.5.2: Discourage Through Traffic
- Policy TRA 2.5.6: Discourage Direct Access

STATE COMPREHENSIVE PLAN

Florida Statutes Chapter 187.201(4)(b)(3): The proposal has the potential to increase the supply of safe, affordable, and sanitary housing for low and moderate-income persons.

Florida Statutes Chapter 187.201(15)(b)(3): The proposal has the potential to enhance the livability and character of urban areas through the encouragement of an attractive and functional mix of living, working, shopping, and recreational opportunities.

STRATEGIC REGIONAL POLICY PLAN

Policy 3.1.1: "Alternative choices for housing catering to the needs of persons in all income brackets should be available in a broad selection of areas throughout the region."

SITE ANALYSIS:

ZONING REQUEST

The applicant is proposing a Large Scale Future Land Use Map Amendment from Suburban Estates (SE) to Low Density Residential (LDR). The applicant proposes to change the land use in order to develop a single-family home subdivision. The proposed Low Density Residential development will provide for a transitional buffer between the large lot single family homes to the south surrounding this property and the existing HIP-AP Future Land Use to the north. The HIP-AP Future Land Use allows for more intense uses such as industrial parks, office parks, and commercial developments whereas the SE Future Land Use mainly allows for large lot single family homes. The area surrounding the Orlando Sanford International airport to the east and south has Future Land Use designations of HIP-AP and IND which should help foster commercial and industrial type developments in the near future. The proposed Low Density Residential development will provide for a better job to housing mix and will decrease vehicle miles traveled by the residents of the subdivision in regards to commuting and services.

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on the FIRM map, with an effective date of 2007, there appears to be no floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant

has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

Utilities:

The site is located in the City of Sanford's water and sewer utility service area. According to Richard Blake with the City of Sanford, there is a 12-inch water main on the north side of E. Lake Mary Boulevard and a 20-inch force main on the south side of E. Lake Mary Boulevard. A letter detailing some of the provisions of connecting to utilities within the City of Sanford is attached to this agenda item.

Transportation / Traffic:

The property proposes access onto Beardall Avenue which is classified as a local road and does not have improvements programmed in the County 5-year Capital Improvement Program.

School Impacts:

The Seminole County Public School District has prepared an analysis which is included as an attachment to this report.

Drainage:

The proposed project is located within the Lake Jesup Drainage Basin, and does not have limited downstream capacity. The site will have to be designed to not exceed the pre-development rate of discharge for the 25-year, 24-hour storm event.

Parks, Recreation and Open Space:

The applicant is required to provide a minimum 25% of open space for the site, per Section 30.1344 (Open Space Ratios and Design Guidelines) of the Seminole County LDC.

APPLICABLE POLICIES:

SPECIAL DISTRICTS

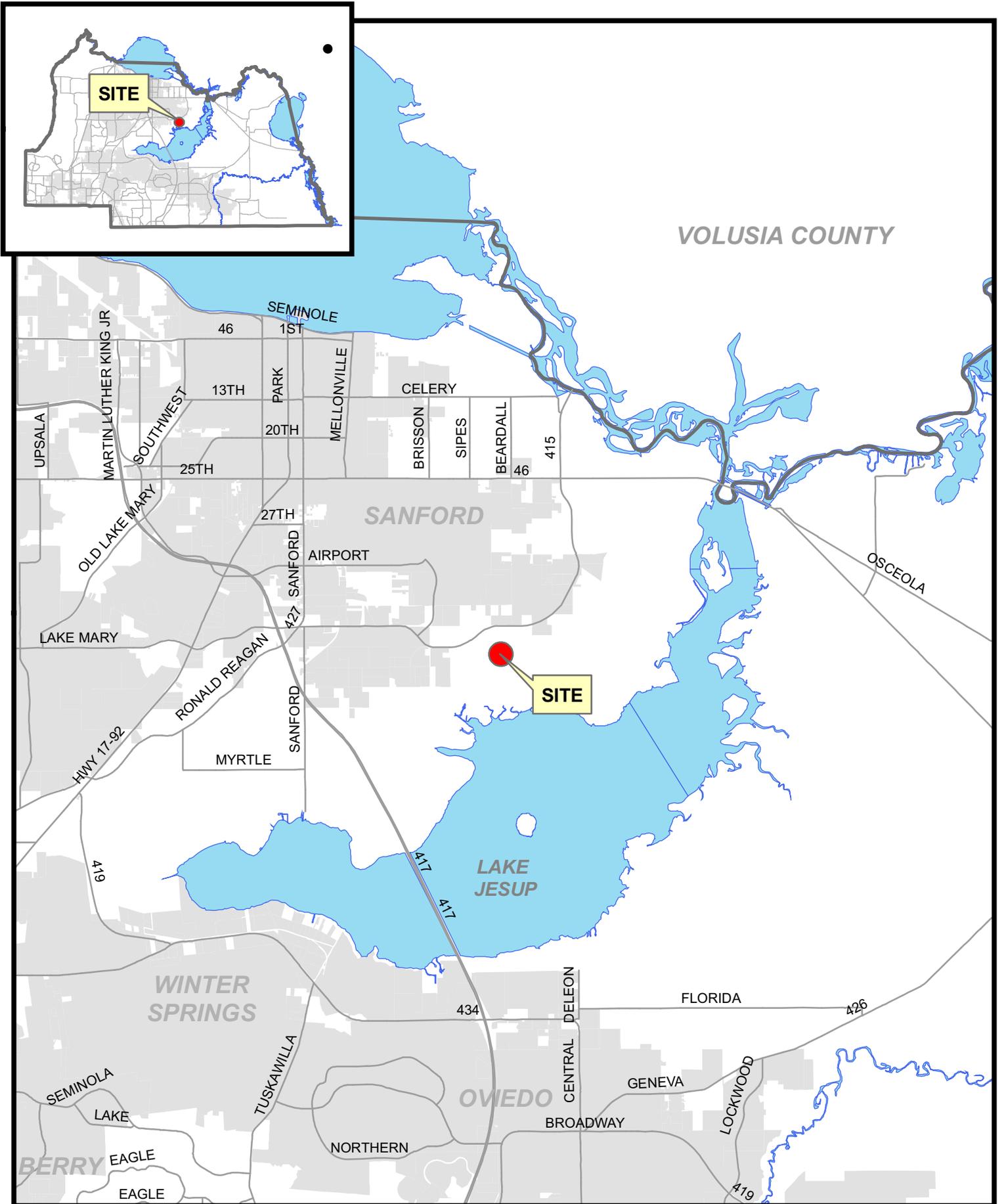
The subject property is not located within any Overlay District.

INTERGOVERNMENTAL NOTIFICATION:

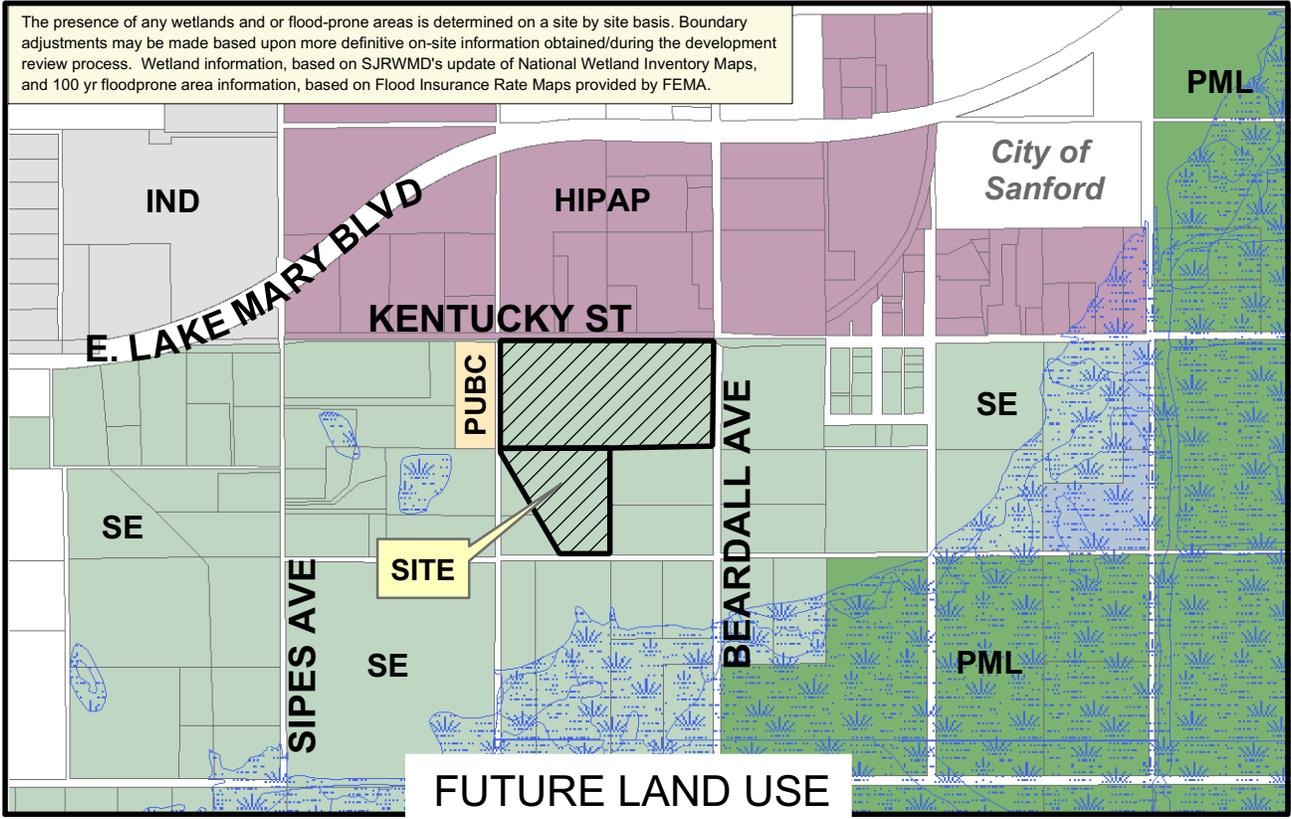
Intergovernmental notice was sent to the City of Sanford on January 8, 2009.

LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received one letter of opposition for this project which is attached to this agenda item.



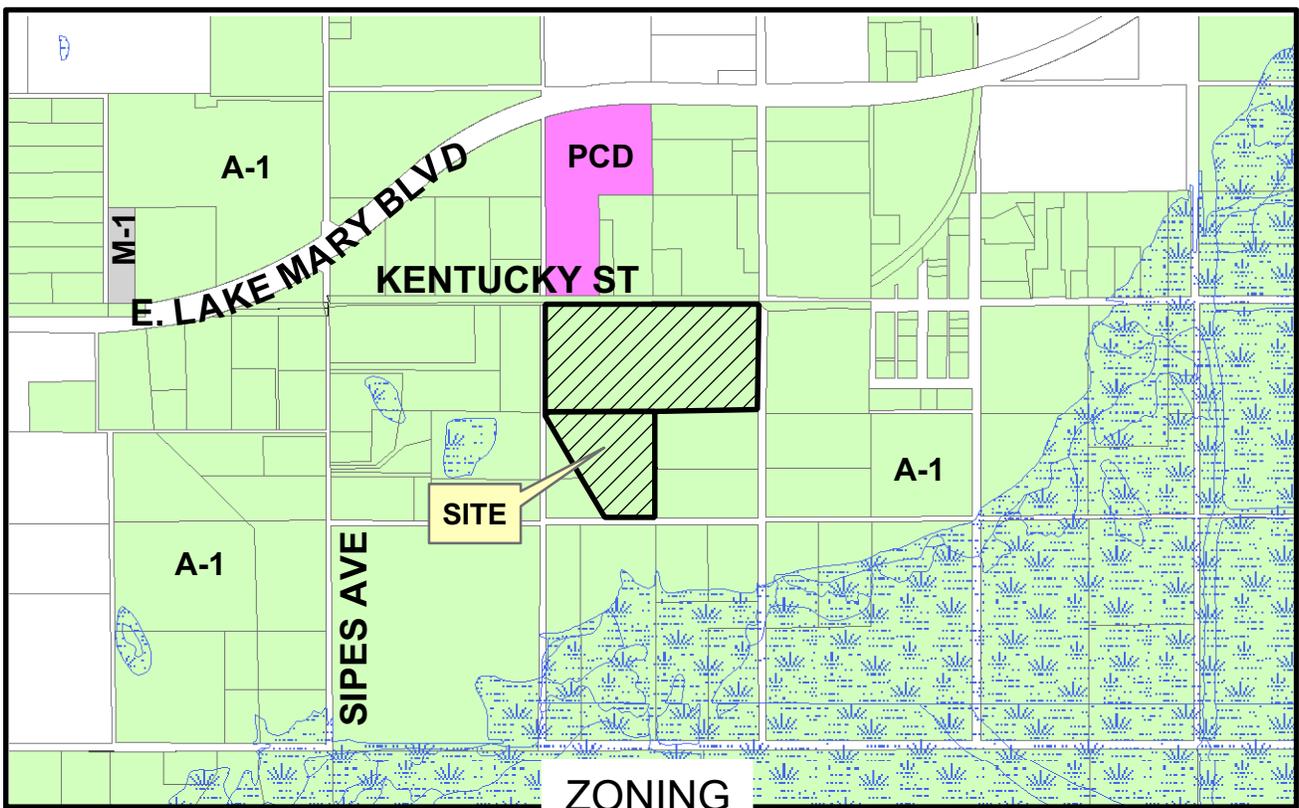
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr flood-prone area information, based on Flood Insurance Rate Maps provided by FEMA.



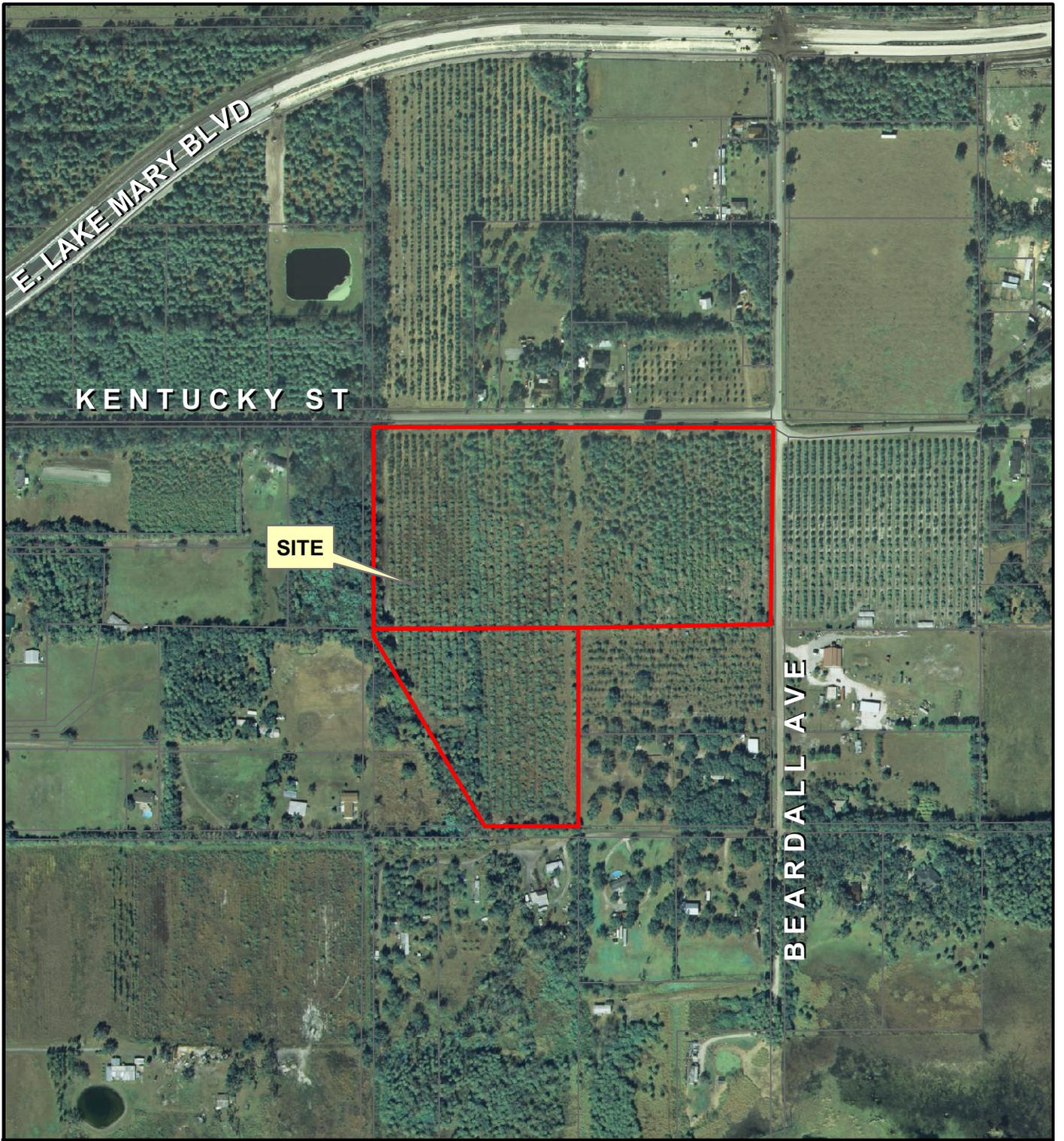
IND SE HIPAP PML PUBC Site ESLO City Limits

Applicant: Hugh Harling
 Physical STR: 03-20-31-5AY-0000-0850 & 0870
 Gross Acres: 27.6 +/- BCC District: 5
 Existing Use: Existing
 Special Notes:

	Amend/ Rezone#	From	To
FLU	08.LS.03	SE	LDR
Zoning	Z2008-060		



A-1 M-1 PCD ESLO City Limits



FLU No: 08-LS.03
From: SE To: LDR

-  Parcel
-  Subject Property



Winter 2007 Color Aerials

**SMALL SCALE FUTURE LAND USE AMMENDMENT & REZONING
AMMENDMENT JUSTIFICATION STATEMENT**

Kentucky Square

Parcel Id No. 03-20-31-5AY-0000-0850 / 03-20-31-5AY-0000-0870

INTRODUCTION

This application is for a small- scale future land use amendment (SSFLUA) and associated rezoning amendments to respectively change the future land use (FLU) designation of the 27.6 acre subject property from Suburban Estates (SE) to LDR (Low Density Residential Development – Max 7DU/Ac.). With the following project justification narrative we submit that the proposed development program is consistent with the Seminole County Comprehensive Plan and compatible with surrounding development patterns.

PROPERTY AND SURROUNDING LAND USE DESCRIPTION

Direction	Land Use	Zoning	Current Use
North	HIP/AP	A-1 & PCD	Agriculture
South	SE	A-1	Agriculture
East	SE	A-1	Agriculture
West	SE & PUBC	A-1	Agriculture & Public

General Information:

The property is located at the SW corner of Kentucky Street and Beardall Avenue. Beardall Avenue is currently on the County’s 5-year Capital Improvement Plan to be improved. 5 feet of additional right-of-way will therefore be dedicated to the County for future roadway improvements.

Acreage:

The Kentucky Square site consists of 27.6 acres.

Zoning and Land Use:

Future Land Use: SE (Suburban Estates)
Proposed Future Land Use: LDR (Low Density Residential – Max 7 DU/Ac.)
Proposed Land Use: Single Family Detached
Proposed Phasing: Single Phase

Traffic Impact:

Avg. Vehicle Trip
Trip Generation Rate: Per category #210 Single family Detached Housing
= 9.57 ADT
1.01 ADT/ Unit for peak AM hours

Anticipated ADT: 1,579 Total Trips
PM Peak: 167 Peak Trips
Impact analysis based on 165 D.U.

Parking and traffic flow will be shown on the Final Master Plan per Seminole County Land Development Code.

Signage:

Subdivision signage shall conform to the standards listed in Part 65 (Sign Regulations) of the Seminole County Land Development Code.

Utilities and Services:

Water Provider	City of Sanford (upon project annexation)
Water Rate:	300 GPD/unit x 165 units = 49,500 GPD
Sewer Provider	City of Sanford (upon project annexation)
Sewer Rate:	300 GPD/unit x 165 units = 49,500 GPD
Electric:	Florida Power & Light
Solid Waste Collection:	TBD
	Est. 4.4 lbs/day/household x 165 units = 726 lbs/day

PUD INTENT AND PURPOSE

The requested land use provides for various types of residential development with a maximum intensity of 7 dwelling units per buildable acre. The project is adjacent to Kentucky Street and Beardall Avenue providing convenient transit access in and out of the development to the local community. This land area is also designated as part of the Airport Interlocal Planning Area incorporating smart growth patterns for the growing Orlando Sanford Airport area. The permitted uses being considered for this site are: townhomes, apartments, condominiums and single family homes and senior living.

The existing agriculture uses in the area will be increased to higher densities and intensities per Seminole County's Comprehensive Plan to support the growing Orlando Sanford Airport area and the ancillary system surrounding it. These uses will include commercial, industrial, office and various types of residential uses. The agriculture density of 1 unit per acre on property which is currently being used for cattle and citrus will not be viable during the 20 yr. planning period. Higher intensity uses that are adjacent to existing agriculture uses will not create incompatibility but rather support the Seminole County Comprehensive Plan for planned growth, development and sustainability without urban sprawl.

This project will provide work force housing for existing and future airport employees and employees working in Sanford and north Seminole County. It will also support and promote airport, municipal and County growth and redevelopment, and provide increased property and

sales tax revenue for Seminole County, Sanford, the airport and Seminole County Public Schools.

Applicable Comprehensive Plan FLU Policies

Seminole County Comp Plan – Future Land Use Element – Issue FLU 3 – Concurrency Management & Mixed Use Land Use and Protection of HIP Land Use (page FLU-7)

The Seminole County Comprehensive Plan sets guidelines for development that encourage self sustaining areas by providing housing close to businesses and industries to reduce automobile trips by providing a local job base for the residents. LDR (Low Density Residential) plays a major role in meeting these guidelines.

The proposed LDR development supports and is consistent with the Comprehensive Plan to provide sustainable development reducing urban sprawl, reducing automobile trips and providing workforce housing to support the HIP/AP areas to the north and North West on Kentucky Street, the Sanford Orlando Airport, Sanford and Seminole County businesses .

Justification Statement

The subject property is believed to be best suited for LDR (Low Density Residential) to provide workforce housing in the form of single family homes. This project will support the economic growth and redevelopment in the area by providing quality housing for airport employees, downtown Sanford and Seminole County businesses thereby also providing increased property and sales tax income. Local property values of existing homes in the area will be maintained if not enhanced and is fully supported by the local residents.

Conclusion

The requested land use amendment and rezoning are well supported by the policies described in the Seminole County Comprehensive Plan and is consistent with the applicable Seminole County planning policies and applicable regulations. Harling Locklin has held several public meetings in the homes of local residents involving them in the planning process and are fully supportive of the LDR land use amendment.

Sikonia, Ian

From: hunterk538@aol.com
Sent: Monday, July 27, 2009 10:38 AM
To: MacDonald, Fran; Dobson, Melissa; Eswine, Dianne; gven@seminolecountyfl.gov; Lockhart, Amy
Cc: dbebord@seminolecountyfl.gov; Sikonia, Ian
Subject: July 28 Public Hearing Comments

July 27, 2009

Board of County Commissioners
Seminole County
Sanford, FL

Re: Item #72-Kentucky Sq. large scale future land use amendment & rezoning &
Item #71 - Airport commerce center rezone

Dear Commissioners:

As we are currently out of town and will be unable to attend the commission meeting tomorrow regarding the above mentioned rezonings we would like to make you aware of our feelings on these issues.

We have lived in this same location for the past thirty-four years and other than the construction of Lake Mary Boulevard, there has been little change in this area. This is our home and was the home of our grandparents for the sixty-some years prior to our ownership. We had hoped it would remain our home and a place we could pass on to our children in the future. We know this area will continue to grow but we would like to see it done with the least possible impact on our current way of life.

As there currently is an abundance of commercially zoned properties in this area that are sitting vacant and/or being used for agricultural purposes, which means the county is losing tax revenue, we do not see the reasoning behind pushing through yet another commercial rezoning in this area until it is needed.

Regarding Item #71, the Airport Commerce Center Rezone, this project abuts our property on the east side. Even though our property is currently zoned agricultural, it has been used as residential for the past sixty-plus years and we would like the active-passive buffer standards to apply to this rezoning. We would like any developer to be required to install and maintain a six foot concrete wall as was agreed to in the rezoning in hours of operation for any proposed businesses in this center.

The impact of the development of this property on the drainage in this area also needs to be seriously considered. The drainage of this whole area depends on the proper maintenance and placing of drainage ditches and retention ponds. If the elevation of any land in this area is changed, as it is in any development, it affects the drainage of all of the surrounding properties.

In regards to Item #72-Kentucky Sq. large scale future land use amendment & rezoning, as Kentucky Street is the dividing line between high density and low density development, we see no need to make any changes to this property. We see absolutely no reason for changing the zoning of

suburban estates of one unit per acre in this highly sensitive environmental area. This area was inappropriately included in the Seminole- Way study and that study should not be used as a basis for the land use change.

Although your staff reports refer to the transitioning of this area, it is only transitional on paper by the rezonings which have been pushed through by developers in this area. Actual development is not taking place and many of the long time residents of this area are still trying to maintain the way of life they have enjoyed for many years. An orderly development starting at the board of the airport would be more reasonable.

Sincerely,

Robert and Katherine Hunter
3730 Kentucky St.
Sanford, FL 32773



UTILITY DEPARTMENT

MAILING ADDRESS
CITY OF SANFORD
POST OFFICE BOX 1788
SANFORD, FL 32772-1788

PHYSICAL ADDRESS
CITY HALL
300 NORTH PARK AVENUE
SANFORD, FL 32771-1244

TELEPHONE
407.688.5090

FACSIMILE
407.688.5091

CITY COMMISSION

LINDA KUHN
MAYOR

ART WOODRUFF
DISTRICT 1

DR. VELMA H. WILLIAMS
DISTRICT 2, VICE MAYOR

RANDY JONES
DISTRICT 3

JACK T. BRIDGES
DISTRICT 4

ROBERT (SHERMAN) YEHL
CITY MANAGER

April 22, 2009

Harling Locklin & Assoc., Inc.
850 Courtland Street
Orlando, FL. 32804

Subject: Kentucky Square
Tax Parcel ID: 03-20-31-SAY-0000-0850

To whom it may concern,

The City of Sanford is able to provide water and sewer for the above named project at this time based on the information provided. The City's water and wastewater treatment facilities presently have capacity for the proposed development. There is a 12-inch water main and 20-inch force main located on Lake Mary Blvd.

The project must meet City planning and development standards and zoning requirements. The owner will need to request annexation or receive utility approval from the City Commission before utilities services can be provided.

All connection fees, expenses and related work to extend the water and sewer mains to the property shall be at the Developer's expense.

Should you need additional information, please do not hesitate to contact me (407) 688-5101.

Sincerely,

City of Sanford

Richard Blake
Utility Engineer

The Friendly City



Seminole County Public Schools School Impact Analysis School Capacity Determination

To: Hugh Harling/Ann & Theodore Takvorian
Seminole County Board of Commissioners

From: Michael Rigby, AICP, Facilities Planner, Seminole County Public Schools

Date: February 18, 2009

RE: **Airport Townhomes Z-2008-60**

Seminole County Public Schools (SCPS), in reviewing the above request, has determined that if approved, the new FULM designation and/or zoning will have the effect of increasing residential density, and as a result generate additional school age children.

Description – The project is located at the SW corner of Kentucky St. & Beardall Ave., on +/- 27.6 acres in the in unincorporated Seminole County. The applicant is requesting a change in the future land use/zoning designation and seeks approval to develop a residential subdivision containing approximately 196 single family attached dwelling units.
Parcel ID: 03-20-31-5AY-0000-0870

Based on information received from Planning and from the application for the request, SCPS staff has summarized the potential school enrollment impacts in the following table:

Type	Concurrency Service Area	Enrollment	Capacity	Students Generated by Project	Programmed 3 Year Additions	Reserved Capacity	Remaining Capacity
Elementary	E-10	1831	1965	19	575	0	690
Middle	M-1	5132	5441	12	0	59	238
High	H-1	6218	6140	15	380	66	221

Comments:

The students generated at the three CSA levels would at this point be able to be accommodated without exceeding the adopted levels of service (LOS) for each school type. The planned expansions/additions in the current five-year capital plan would provide additional student capacity to relieve the affected schools.

Review and evaluations performed on proposed future land use changes and rezones, unplatted parcels, or projects that have not recived final approval do not guarantee that the developments subject to this declaration are exempt from the school concurrency requirement, which is effective as of January 1, 2008. Changes in enrollment, any newly platted developments, and any subsequent final development approvals may affect the provision of concurrent school facilities at the point of final subdivision approval, including the potential of not meeting statutory concurrency requirements based on future conditions.

Terms and Definitions:

Capacity: The amount of satisfactory permanent student stations as calculated on the date of the second DOE count in October of the current school year. The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Concurrency Service Area (CSA): A geographic unit promulgated by the School Board and adopted by local governments within which the level of service is measured when an application for residential development is reviewed for school concurrency purposes.

Enrollment: For the purposes of concurrency review, the enrollment level is established each year as per Public School Interlocal Agreement Section 12.4 A, which sets the level on the date of the second FTE survey for DOE, generally taken the in mid-October.

Programmed 3 Year Additions: New permanent school capacity within the CSA, which will be in place or under actual construction within the first three years of the current SCPS Capital Improvement Plan.

Remaining Capacity: The capacity available for future development after the addition of any programmed capacity and less the reserved capacity.

Reserved Capacity: The total number of student stations reserved in the respective CSA's that are assigned to projects via a SCALD certificate.

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools) as follows:

- i) Elementary: 780 student stations
- ii) Middle: 1500 student stations
- iii) High: 2,800 student stations

Students Generated by Project: is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:

Elementary 100%, Middle 90%, High 95%

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On August 11, 2009, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

Property Owner(s): Ann Takvorian
20 Court St.
Hackensack, NJ 07601

Project Name: Kentucky Square

Requested Development Approval:

Large Scale Future Land Use Amendment from SE (Suburban Estates) to LDR (Low Density Residential)

The Board of County Commissioners has determined that the Large Scale Future Land Use Amendment from SE (Suburban Estates) to LDR (Low Density Residential) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Kentucky Square LSLUA" and all evidence submitted at the public hearing on August 11, 2009, regarding this matter the Board of County Commissioners have found, determined and concluded that the transmittal of the requested Large Scale Future Land Use Amendment from SE (Suburban Estates) to LDR (Low Density Residential) and should not be transmitted to the Department of Community Affairs.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Bob Dallari, Chairman

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 87, SANFORD CELERY DELTA, according to the Plat thereof as recorded in Plat Book 1, Pages 75 and 76, of the Public Records of Seminole County, Florida, which lies North and East of the center of natural ditch running through said Lot 87, and Lots 85 and 86, said SANFORD CELERY DELTA, less the North 25 feet thereof for railroad right of way.

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- _____:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: <u>Ann Takvorian</u>	Name: _____
Address: <u>20 Court St., Hackensack, NJ</u>	Address: _____
Phone #: <u>201-489-2205</u>	Phone #: _____

Name: _____	Name: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: _____	Name of Corporation: _____
Officers: _____	Officers: _____
Address: _____	Address: _____
Directors: _____	Directors: _____
Address: _____	Address: _____
Shareholders: _____	Shareholders: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: _____	Beneficiaries: _____
Trustees: _____	Address: _____
Address: _____	_____

(Use additional sheets for more space.)

**SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT**

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: _____ Name of Partnership: _____
Principal: _____ Principal: _____
Address: _____ Address: _____

(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee: _____ Contract Vendee: _____
Name: _____ Name: _____
Address: _____ Address: _____

(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

Nov 25, 2008
Date

Ann Tikhovian
Owner, Agent, Applicant Signature

N.J.
STATE OF ~~FLORIDA~~
COUNTY OF Bergen

Sworn to (or affirmed) and subscribed before me this 25 day of November, 2008 by _____

Dawn M. Rexach
Signature of Notary Public

Print, Type of Stamp Name of Notary Public
DAWN M. REXACH
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 28, 2013

Personally Known OR Produced Identification _____

Type of Identification Produced _____

For Use by Planning & Development Staff	
Date: _____	Application Number: _____

**MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
JUNE 3, 2009**

Members present: Matthew Brown, Walt Eismann, Melanie Chase, Kimberly Day and Dudley Bates.

Members absent: Ben Tucker and Rob Wolf

Staff present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Sheryl Stolzenberg, Principal Coordinator; Joy Williams, Planner; Jim Potter, Senior Engineer, Development Review Division; and Connie R. DeVasto, Clerk to the Planning and Zoning Commission.

C. Kentucky Square Large Scale Future Land Use Amendment and Rezone; Hugh Harling, applicant; 27.6 ± acres; Large Scale Future Land Use Amendment from SE (Suburban Estates) to HIP-AP (Higher Intensity Planned Development - Airport) and; Rezone from A-1 (Agriculture) to PUD (Planned Unit Development) and; located at the southwest section of the intersection of Beardall Avenue and Kentucky Street. (Z2008-60/09S.FLU03)

District 5 – Commissioner Carey
Ian Sikonia, Senior Planner

Tina Williamson, Assistant Planning Manager – presented this item on behalf of Ian Sikonia and stated that this is a request for transmittal of a Large Scale Future Land Use Map Amendment from SE (Suburban Estates) to HIP-AP (Higher Intensity Planned Development – Airport) and a rezone from A-1 (Agriculture) to PUD (Planned Unit Development).

The requested Large Scale Future Land Use Map Amendment would create the potential for airport-related commercial/industrial development and/or a multi-family residential use at a maximum density of 30 dwelling units per net buildable acre. The applicant's PUD zoning request indicates an intent to develop the site as residential with the maximum allowable density in the HIP-AP Future Land Use designation, for a total of 706 multi-family units. Despite the applicant's current intentions, approval of the land use amendment would allow future applications for commercial and/or industrial uses on the property. The subject property is located approximately ¼ mile south of East Lake Mary Boulevard, a new thoroughfare which is expected to encourage urban-intensity development in the area around the Orlando-Sanford International Airport. In addition to its proximity to this major road, the site has been identified as having a potential to support the County's economic development efforts through the SeminoleWay initiative. SeminoleWay's purpose is to create a strategic land use and economic development plan focused on attracting high value/high wage jobs and

businesses to the County along the State Road 417 Corridor, including areas near the airport.

The proposed high density residential development will provide for a transitional use between the large lot single family homes to the south surrounding this property and the existing HIP-AP Future Land Use to the north. The HIP-AP Future land use allows for more intense uses such as industrial parks, office parks, and commercial developments and the Suburban Estates Future Land use mainly allows for large lot single family homes. The area surrounding the Orlando Sanford International Airport to the east and south has Future Land Use designations of HIP-AP and Industrial which will foster commercial and industrial type development in the future. Higher density residential developments will provide for a wider mix of housing types in an area which currently has a large lot residential character.

Staff has received no letters of support and 7 letters in opposition to this request - copies were passed out to the Commissioners prior to this hearing.

Staff recommends transmittal of the requested Large Scale Future Land Use Map Amendment and approval of the rezone request.

Hugh Harling, applicant – stated that DCA requires County Staff to evaluate the impacts at their maximum level on issues such as water, sewer and road systems. One of the things DCA required is the use of 30 units per acre but their intent is 15 units per acre for 2 story garden apartments, but because of the way DCA works, the applicant has been unable, from a legal standpoint, to restrict the requirement back to what they want. Applicant's real intent is to have 2 story garden apartments that would provide housing for the employment at the airport to meet that need. He would like to find a way to have the 15 units per buildable acre and protect the surrounding residential areas.

No one spoke in favor of this request from the audience.

Bob Hunter – stated that he believes this is not consistent with the area land use. There is an old county dump near the property which could cause some ground water problems. He is also concerned about how the traffic will impact their community as it is right now.

Bernard McPherson – stated that he is opposed to this project as he does not believe the applicant will follow through on the project as proposed. He is afraid he will sell it to the highest bidder. He stated that he bought in this area because this was a smaller community and had a smaller impact on traffic and will be a better life for his kids. He further stated that he did not believe this item was advertised and/or posted properly.

Chairman Eismann – asked Mrs. Williamson to go over the posting requirements for the County.

Mrs. Williamson – stated that there is a placard that is posted on the property and every property owner within 300 feet of the subject property is mailed a notice of this hearing. This hearing is also advertised in the newspaper.

Mr. McPherson – stated that the placard was ripped down two days after it was posted.

Steve Coover – stated that he and his wife are opposed to this project as this is a high density residential apartment complex. It should not go here. There is a market for apartments right now, but as mentioned before by Commissioner Brown, Kentucky Street is the line. He discussed compatibility and transitional uses, neighborhood protection, Interlocal Agreement between County and City, location of proposed site is inappropriate next to Suburban Estates, and a conversation with City Commissioner Art Woodruff in which he asked Mr. Coover to let the Commission know that he is opposed to this request as well.

James Flavin – stated that he wants to continue agriculture in this area and this is not the place for the proposed project.

Mr. Harling – responding to the statement that the placard was not posted correctly, advised that he did post it properly and has a picture of the posting. He also stated that he is in agreement with Mr. Coover's statement that this is premature; but from a standpoint of use today only and from a standpoint of use for the future, this is what they believe they should be doing to get out in front of it so that over a 20 year period, they will have sufficient apartment property for the growth and the citizens that will be there in the future.

Commissioner Chase – regarding the issue that the applicant is forced to ask for 30 units because of DCA, what are the options? If he is willing to cut it in half, is there any option the Commission has to bind the applicant to the 15 units rather than the 30?

Alison Stettner, Planning Manager – stated that anytime you amend the Comprehensive Plan, State law requires you to look at the maximum impact of the land use. So in this case, you have to look at the maximum impact of HIP-AP which is an employment type entitlement situation. In a long range plan, you are allowed to ask for any type of use compatible with the land use. So today he could do residential, but he could also come back 10 years from now, tear that out and build something different with the HIP-AP land use. When you are looking at a land use decision, the entire maximum land use entitlements need to be looked at for the impact. Unless you are going with a PD land use where you are setting up the entitlements, that would be the only way you could look at it. The new PD requirements in the Comprehensive Plan require an environmental protection as part of the land use request.

Commissioner Brown – can HIP-AP continue on because at some point we get further and further away from the airport?

Mrs. Stettner – HIP-AP is more flexible with its uses and allows for a different mixture of uses such as residential, industrial, and commercial which is likely one of the reasons why the applicant chose it in his request. However, the applicant will make the request and staff will evaluate it based on the maximum impacts of the land use in order to make a recommendation of either approval or denial. In this case, because we have the SeminoleWay Study that identified this area, including the parcels in this vicinity as a potential employment center, Staff was able to look at that as a way of saying that we have an approved study by the County Commission that identified this particular area for future HIP-AP uses.

Commissioner Brown – did they adopt the study?

Mrs. Stettner – they accepted the study.

Commissioner Brown – why would we have Suburban Estates as part of a study for SeminoleWay changing Suburban Estates to an employment center?

Mrs. Stettner – the SeminoleWay study looked in economic areas and in targeted employment centers and what they looked at were larger parcels that were in close proximity to transportation networks such as the 417, Lake Mary extension and around the airport as a potential for new employment centers for target industry. This area, as part of the economic and land use study, would be candidate for those types of centers.

Commissioner Chase – asked Mrs. Stettner if she had any suggestions as to how the Commission can work with the applicant?

Mrs. Stettner – not within a land use change. You cannot provide limits in a land use study per the administrative code.

General discussion ensued regarding the land use requirements and flexibility of the different land use classifications.

Commissioner Brown – wanted to point out that a line he draws on a piece of paper means absolutely nothing.

Commissioner Day – stated she understands the desire of having the HIP-AP in this area and believes this is a good transitional area, but backing up to Lake Jessup is not a good idea. If it was agriculture or Suburban Estates, there is a transition zone that needs to happen before you get to the HIP-AP but does not believe HIP-AP moving into this transitional area is the right thing. Once it's changed and then sold, it could be anything.

Commissioner Chase – part of the problem is that the 417 goes across Lake Jessup and if we are using the 417 for the SeminoleWay initiative, unfortunately it puts everything on top of Lake Jessup.

Commissioner Brown – if they look at all the available lands that could become employment centers, he would hate to think that to make SeminoleWay successful, we would have to build in residential areas. Maybe we could redevelop some commercial areas that we have now into a higher intensity and create the employment center.

Commissioner Day – believes there is opportunity for the transition to happen here. She doesn't know if this is a way of getting this transition to happen here. Development along 417 is going to happen but transitioning to it makes sense.

Commissioner Brown made a motion to deny this request.

Commissioner Day seconded the motion.

The motion passed 4 – 1 with Commissioner Chase voting for the request.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Celery Avenue Large Scale Future Land Use Map Amendment

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Joy Williams

EXT: 7399

MOTION/RECOMMENDATION:

[Continued From 7/28/2009] 1. Transmit the requested Large Scale Future Land Use Map Amendment from SE (Suburban Estates) to LDR (Low Density Residential) for 89 acres, located on the north side of Celery Avenue, approximately 1,200 feet east of Sipes Avenue, to the Department of Community Affairs, based on staff findings (Harling, Locklin & Associates, Hugh Harling, applicant); or

2. Deny the requested Large Scale Future Land Use Map Amendment from SE (Suburban Estates) to LDR (Low Density Residential) for 89 acres, located on the north side of Celery Avenue, approximately 1,200 feet east of Sipes Avenue, and authorize the Chairman to execute the Denial Development Order (Harling, Locklin & Associates, Hugh Harling, applicant); or

3. Continue the item to a time and date certain.

District 5 Brenda Carey

Joy Williams

BACKGROUND:

The applicant is requesting a Large Scale Future Land Use Map Amendment for 89 acres, located on the north side of Celery Avenue, approximately 1,200 feet east of Sipes Avenue, from SE (Suburban Estates) to LDR (Low Density Residential). The Low Density Residential future land use designation provides for, but does not guarantee, a maximum residential density of four (4) dwelling units per net buildable acre. A maximum of seven (7) dwelling units per net buildable acre is allowable in cases where single-family development meets the requirements of affordable housing. This application does not include an associated rezoning application.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on June 3, 2009 and voted 5 to 0 to recommend transmittal of the requested Large Scale Future Land Use Map Amendment from SE (Suburban Estates) to LDR (Low Density Residential) for 89 acres, located on the north side of Celery Avenue, approximately 1,200 feet east of Sipes Avenue.

STAFF RECOMMENDATION:

Staff recommends that the Board transmit the requested Large Scale Future Land Use Map Amendment from Suburban Estates (SE) to Low Density Residential (LDR) for 89 acres, located on the south north of Celery Avenue, approximately 1,200 feet east of Sipes Avenue, to the Department of Community Affairs, based on staff findings.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Land Use & Zoning Map
4. Aerial Map
5. School Impact Analysis
6. Applicant's Justification Statement
7. Denial Development Order
8. P&Z Minutes
9. Ownership Disclosure Form

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

Celery Avenue Large Scale Future Land Use Map Amendment

APPLICANT	Harling, Locklin & Associates, Hugh Harling, applicant	
PROPERTY OWNER	Larry Dale, Clyde Flowers, Iris Lindsey, Daryl & Barbara McLain	
REQUEST	LSLUA from Suburban Estates (SE) to Low Density Residential (LDR)	
PROPERTY SIZE	89 ± acres	
HEARING DATE (S)	LPA/P&Z: June 3, 2009	BCC: July 28, 2009 (Transmittal) December 8, 2009 (Adoption)
PARCEL ID	28-19-31-300-0030-0000, 003B, 003C, 003D, 003E, 0130, 013A, 0180.	
LOCATION	Located on the north side of Celery Avenue, approximately 1,200 feet east of Sipes Avenue.	
FUTURE LAND USE	SE (Suburban Estates)	
ZONING	A-1 (Agriculture)	
FILE NUMBER	Z2008-63/09S.FLU02	
COMMISSION DISTRICT	#5 – Carey	

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

FLU Element Plan Amendment Review Criteria:

The Future Land Use Element of the Comprehensive Plan establishes certain criteria for evaluating proposed future land use amendments, including an individual site compatibility analysis using the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The subject property is within an area historically containing agricultural uses situated on large parcels. In recent years, the County has approved future land use amendments adjacent this site, south of Celery Avenue (e.g., Cameron Heights), that will increase residential densities in this area. In addition, the City of Sanford has annexed properties, west along Celery Avenue, for development as single-family residential uses. In 1991, the County and City of Sanford entered into an agreement to ensure coordinated and cooperative comprehensive planning activities to guide urban expansion in this area. This agreement has expired; however, development trends are following the guiding recommendations established in the agreement.

Staff finds that the character of the surrounding area has changed enough to warrant an amendment from the existing Suburban Estates designation assigned to the property [maximum of one (1) dwelling unit per net buildable acre] to the Low Density Residential

designation [maximum of four (4) dwelling units per net buildable acre] proposed for the property. Staff also finds that the character of the area has substantially changed to allow a maximum of seven (7) dwelling units per net buildable acre where single-family development meets the requirements of affordable housing.

Final density determination in the Low Density Residential designation is accomplished via the County’s lot size compatibility analysis at time of rezoning.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

Staff Evaluation

Development must improve Celery Avenue to County standards for access to the site prior to final engineering site plan approval, and may require paving and turn lanes. As the site is located within the City of Sanford utility service area, development must secure water and sewer services from the City. If annexed into the City, this property will be subject to the various policies, rules, and regulations of the City regarding land development activities. The County has not yet received the Facility Capacity Impact Assessment for water and sewer from the City. Development must undergo Concurrency Review prior to final engineering approval and must meet all Concurrency standards to proceed.

The following table provides adopted level of service (LOS) standards for public services and facilities and potential impacts of the proposed amendment based on a potential maximum residential density of seven (7) dwelling units per net buildable acre and estimated 504 dwellings units.

Facility or Service (Data provided by County)	Potential Impact (Data provided by applicant)
Potable Water Facilities LOS: 144 gpd*	176,400 estimated gpd
Sanitary Sewer Facilities LOS: 132 gpd*	151,200 estimated gpd
Recreation LOS: 3.6 total acres/1,000 population 1.8 developed acres/1,000 population	Service demand = 2.36 developed acres and 2.36 undeveloped acres for a total of 4.72 acres. The County has sufficient acreage to meet service demand for this site (1).
Mass Transit LOS: 1.03 revenue miles/capita	No mass transit service provided to this site (1)
Solid Waste LOS: County Landfill LOS: 4.2 lbs/capita/day County Transfer: LOS Station 4.3 lbs/capita/day	2,218 estimated at 4.4 lbs/day/household
Transportation LOS: NA; LOS is only determined for collector or arterial roadways	Weekly ADT 9.57/504 units = 4,823 ADT AM peak hour (weekday) - .77/504 units = 388 ADT PM peak hour (weekday) – 1.02/504 units = 514 ADT
Schools	Elementary-113; Middle-59; High-74; 246 total

* Water and sewer LOS provided by City of Sanford. (1) data provided by County.

C. Whether the site is suitable for the proposed use and will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

The site is within the Seminole County Environmentally Sensitive Lands Overlay (ESLO), which denotes the potential of wetlands and/or flood prone areas. Compliance with the Land Development Code regarding development within and around wetland areas is required prior to the issuance of any building permits. Development must comply with the ESLO to determine the extent of allowable development.

At time of final engineering, the development must comply with applicable storm water and flood prone provisions and any applicable requirements regarding impaired water bodies to address potential impacts to Lake Monroe.

Developer must provide a survey of threatened and endangered species, and species of special concern prior to final engineering.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

This property is located within the Orlando Sanford International Airport Day-Night Noise Contour (DNL) and Aviation Easement Boundary. The applicant must complete a Declaration of Aviation Easement and Waiver and record it in the Seminole County Land Records. This document is due at time of first application of residential development approval. The applicant must submit a completed Federal Aviation Administration Form 7460-1 to the Sanford Airport Authority. The applicant must submit this form to FAA via the FAA web address and to the County via email at least 30 days before the earlier of the following dates: (1) the date the proposed construction or alteration is to begin; or (2) the date an application for a construction permit is to be filed.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The purpose and intent of the Low Density Residential (LDR) future land use designation is to provide appropriate locations for standard detached single-family residences with a limited list of public purpose and special exception uses. The LDR designation requires a full range of basic services and facilities. The proposed LDR amendment request will serve as a transition from approved single-family residential development south of Celery Avenue, and west, from recent developments within the City of Sanford. Future Land Use Element Exhibit-2, Compatible Transitional Uses,

states that Low Density Residential is compatible with the Suburban Estates future land use designation. Development must undergo a lot size compatibility analysis prior to rezoning for determination of compatible lot sizes with the subdivision plan. This amendment request does not include an associated rezoning application.

F. Whether the proposed use furthers the public interest by providing:

1. Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site;

The applicant is not proposing public facilities or facility improvements in excess of requirements likely to arise from development of this site.

2. Dedications or contributions in excess of Land Development Code requirements;

This applicant is not proposing dedications or contributions in excess of Land Development Code requirements.

3. A range of obtainable housing opportunities and choices, including affordable or workforce housing;

Low Density Residential provides for affordable housing; however, this application does not include a request for affordable housing zoning.

4. Economic development;

This is not an amendment to a nonresidential future land use designation, which may provide economic development.

5. Reduction in transportation impacts on areawide roads;

Low Density Residential future land use will result in increased transportation impacts.

6. Mass transit and a variety of transportation choices; or

This site is within the LYNX transit service area; however, service is not currently available in this area.

7. Whether the proposed land use designation is consistent with any other applicable Plan policies, and supports and is consistent with the Central Florida Regional Growth Vision, the Strategic Regional Policy Plan and the State Comprehensive Plan.

Consistency of the proposed amendment with the Seminole County Comprehensive Plan; State Comprehensive Plan (Chapter 187, Florida

Statutes); East Central Florida Strategic Regional Policy Plan; and the Central Florida Regional Growth Vision is demonstrated by the following policies:

A. Consistency with the State Comprehensive Plan (Ch. 187, Fla.Stat.)

GOAL (7) WATER RESOURCES §187.201(7)(b), Fla.Stat.(2008)

(b) Policies

Policy 10. Protect surface and groundwater quality and quantity in the state.

The County will protect surface and groundwater quality and quantity by implementation of the following Plan policies:

The County shall enforce the provisions of the 2007 10-Year Water Supply Facilities Work Plan, required by Chapter 163, Florida Statutes regarding groundwater conservation measures and policies for regulation of water usage, water use restrictions and irrigation alternatives, and shall evaluate the implementation of these measures as part of each Comprehensive Plan Evaluation and Appraisal Report (Policy CON 1.2 Recharge Area Protection/Conservation Measures).

The County shall continue implementation of its surface water quality management plan to monitor and protect the quality and functioning of surface water resources...(Policy DRG 3.2 Surface Water Quality Plan)

The County shall consider establishing a Total Maximum Daily Load (TMDL) program for all surface water bodies once such programs have been established for impaired bodies of water (Policy DRG 5.5 Expansion of TMDL Program).

Goal (9) NATURAL SYSTEMS AND RECREATIONAL LANDS §187.201(9)(b), Fla.Stat. (2008)

(b) Policies

Policy 3. Prohibit the destruction of endangered species and protect their habitats.

The County shall continue to require, as part of the development review process, that prior to development approval, proposed development must coordinate with all appropriate agencies...regarding protection of endangered and threatened wildlife (Policy CON 3.10 Protection of Endangered and Threatened Wildlife).

Policy 7. Protect and restore the ecological functions of wetlands systems to ensure their long-term environmental, economic, and recreational value.

The County shall implement the Environmentally Sensitive Lands Overlay through the regulation of development...which includes the following:...(C) Limits disruption of

locally significant wetlands to projects that involve construction of, or improvement of, facilities that benefit the general public...(D) Requires dedication to the County of all post-development wetlands as conservation easements (Policy FLU 1.3 Wetlands Protection).

Goal (15) LAND USE §187.201(15)(b), Fla.Stat. (2008)

(b) Policies

Policy 3. Enhance the livability and character of urban areas through the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities.

The Low Density Residential future land use designation allows for single-family residential uses in support of the mix of allowable residential uses within the County (FLU-Exhibit 8, Future Land Use Designations and Allowable Zoning Classifications).

Policy 6. Consider, in land use planning and regulation, the impact of land use on water quality and quantity; the availability of land, water, and other natural resources to meet demands; and the potential for flooding.

The Seminole County Comprehensive Plan includes a set of Plan Elements designed to preserve and enhance public health, safety and welfare through management of growth, direction of revitalization, provision of adequate public services and protection of natural resources. Each of these respective Plan Elements contain goals, objectives, and policies that evaluates the impact of land use activities on water quality and quantity; the availability of land, water, and other natural resources to meet demands; and the potential for flooding (Elements of the Seminole County Comprehensive Plan).

Goal (16) URBAN AND DOWNTOWN REVITALIZATION §187.201(16)(b), Fla.Stat. (2008)

(b) Policies

Policy 6. Enhance the linkages between land use, water use, and transportation planning in state, regional, and local plans for current and future designated urban areas.

The Seminole County Comprehensive Plan is enhanced by coordination of its planning activities with the plans and programs of regional, State and Federal agencies by, at minimum, continuing to coordinate with the following agencies through participation on planning advisory committees, notification of intent to amend the County Comprehensive Plan and sharing of data: (A) St. Johns River Water Management District; (B) Metropolitan Planning Organization (METROPLAN ORLANDO); (C) Central Florida Regional Transportation Authority (LYNX); (D) Seminole County Expressway Authority; (E) Florida Department of Transportation; (F) East Central Florida Regional

Planning Council; and (G) Federal Transit Administration (Policy IGC 3.3 Plan Coordination).

Goal (19) TRANSPORTATION §187.201(19)(b), Fla.Stat. (2008)

(b) Policies

Policy 13. Promote a comprehensive transportation planning process which coordinates state, regional, and local transportation plans.

Seminole County coordinates its planning activities with the plans and programs of regional, State and Federal agencies by, at minimum, continuing to coordinate with the following agencies through participation on planning advisory committees, notification of intent to amend the County Comprehensive Plan and sharing of data: (A) Metropolitan Planning Organization (METROPLAN ORLANDO); (B) Central Florida Regional Transportation Authority (LYNX); (C) Seminole County Expressway Authority; (D) Florida Department of Transportation; and (E) Federal Transit Administration (Policy IGC 3.3 Plan Coordination).

Goal (20) GOVERNMENTAL EFFICIENCY §187.201(20)(b), Fla.Stat. (2008)

(b) Policies

Policy 1. Encourage greater cooperation between, among, and within all levels of Florida government through the use of appropriate interlocal agreements and mutual participation for mutual benefit.

Seminole County maintains interlocal agreements with various agencies, local governments, and County School Board regarding solid waste, transportation, sanitary sewer, recreation, potable water, land use, economic development, public safety, and school facility planning (General reference: Policy FLU 7.2 Future Service Areas; passim).

GOAL (25) PLAN IMPLEMENTATION §187.201(25)(b), Fla.Stat. (2008)

(b) Policies

Policy 1. Establish strong and flexible agency and regional planning functions at all levels of government capable of responding to changing state policies and goals.

The Seminole County Comprehensive Plan, as produced by the Seminole County Planning and Development, effectively administers the County's Plan in (1) management and implementation of the Plan; and (2) in processing updates to the Plan in response to changes to State laws and regulations and the various rules that may be established by State agencies such as the Department of Community Affairs,

Department of Environmental Protection, Department of Transportation, and the St Johns River Water Management District.

Policy 2. Ensure that every level of government has the appropriate operational authority to implement the policy directives established in the plan.

As a general purpose and charter local government, Seminole County's various departments and divisions via its elected officials have authority to implement the policy directives established in the State Comprehensive Plan, pursuant to law.

Policy 6. Encourage citizen participation at all levels of policy development, planning, and operations.

Citizen participation in the various development, planning and operational services of Seminole County is ensured via public hearings, community meetings, postings, print advertising, internet, government television, various committees, openness, and direct mailouts (Public Participation Section, Implementation Element).

Policy 7. Ensure the development of strategic regional policy plans and local plans that implement and accurately reflect state goals and policies and that address problems, issues, and conditions that are of particular concern in a region.

The Seminole County Comprehensive Plan is consistent with and furthers the East Central Florida Strategic Regional Policy Plan and the Central Florida Regional Growth Vision.

B. Consistency with the East Central Florida Regional Policy Plan (ECFRPP)

SECTION 3: HOUSING (ECFRPP)

Policy 3.1. Provide a broad geographic choice of a variety of housing types and price levels for all residents living in or migrating to the region. Implementation of this policy requires consideration of the following:

1. Alternative choices for housing catering to the needs of persons in all income brackets should be available in a broad selection of areas throughout the region.

The County's Community Services Department shall continue to be the lead agency to formulate a coordinated affordable housing development and assistance program and administer the County's various housing and community development/redevelopment activities (Policy HSG 10.1 Housing Program Implementation).

SECTION 4: NATURAL RESOURCES (ECFRPP)

Water Resources, Floodplains, Wetlands, Vegetative Communities, and Habitat

Policy 4.10. In order to protect natural waterbodies...;**Policy 4.11...**River systems should be protected...;**Policy 4.14.** Floodplains that are relatively undisturbed should be protected...;**Policy 4.16.** Flood control for new development...; **Policy 4.23.** Proposed activities that would degrade the functions of wetlands...; **Policy 4.24.** Land use plans...ensure protection of...ecosystems; **Policy 4.28.** Lands which are designated preservation or conservation...ensure their protection...;**Policy 2.29** In order to preserve surface water quality and quantity...buffers zones should be established...;**Policy 4.30.** Natural vegetative communities, native plant species...shall be protected...

The County shall consider establishing a Total Maximum Daily Load (TMDL) program for all surface water bodies once such programs have been established for impaired bodies of water (Policy DRG 5.5 Expansion of TMDL Program).

The County shall continue to require, as part of the development review process, that prior to development approval, proposed development must coordinate with all appropriate agencies...regarding protection of endangered and threatened wildlife (Policy CON 3.10 Protection of Endangered and Threatened Wildlife).

*The County shall implement the Environmentally Sensitive Lands Overlay through the regulation of development...which includes the following:...**(C)** Limits disruption of locally significant wetlands to projects that involve construction of, or improvement of, facilities that benefit the general public...**(D)** Requires dedication to the County of all post-development wetlands as conservation easements (Policy FLU 1.3 Wetlands Protection).*

The Seminole County Comprehensive Plan includes a set of Plan Elements designed to preserve and enhance public health, safety and welfare through management of growth, direction of revitalization, provision of adequate public services and protection of natural resources. Each of these respective Plan Elements contain goals, objectives, and policies that evaluates the impact of land use activities on water quality and quantity; the availability of land, water, and other natural resources to meet demands; and the potential for flooding (Elements of the Seminole County Comprehensive Plan).

The site is within the Seminole County Environmentally Sensitive Lands Overlay (ESLO), which denotes the potential of wetlands and/or flood prone areas. Compliance with the Land Development Code regarding development within and around wetland areas is required prior to the issuance of any building permits. Development must comply with the ESLO to determine the extent of allowable residential development.

At time of final engineering, development must comply with applicable stormwater provisions and any applicable requirements regarding impaired water bodies to address potential impacts to Lake Jesup.

The County shall continue to rely upon conservation easements or require dedication of open space areas to an appropriate agency as a tool for preserving floodplain, wetland and ecologically significant communities (Policy CON 3.6 Conservation Easements/Dedications).

The County shall continue to evaluate and, if appropriate, enact, alternative development (design, construction and maintenance) standards which enhance water quality. This evaluation shall include, at a minimum, a review of the following:

A Non-structural storm water management system designs;

B Littoral zone vegetation requirements;

C Vegetation removal and management standards;

D System designs that conserve uplands and populations of listed species; and

E Low Impact Development practices (Policy CON 2.6 Water Quality Design Techniques).

SECTION 5: TRANSPORTATION (ECFRPP)

Public Safety

Policy 5.21 (4). Sidewalks provided where feasible and appropriate along all regional roadways.

The developer will be required to build a 5-foot sidewalk along Celery Avenue for the frontage of their property.

SECTION 6: LAND USE (ECFRPP)

Urban Areas

Policy 6.1(7). Discourage urban uses and intensities outside urban development areas;

Low Density Residential future land use is an urban density designation and the proposed site is within the County's urban area.

Other Land Use Policies

Policy 6.19. Encourage citizen participation...

Citizen participation in the various development, planning and operational services of Seminole County is ensured via public hearings, community meetings, postings, print advertising, internet, government television, various committees, openness, and direct mailouts (Public Participation Section, Implementation Element).

SECTION 7: PUBLIC FACILITIES (ECFRPP)

Policy 7.4. The Comprehensive Planning Process shall be used to ensure...public facility and service needs...

The City of Sanford will provide water and sewer service facilities to this site.

C. Consistency with the Central Florida Regional Growth Vision

The Seminole County Comprehensive Plan is consistent with and furthers the Central Florida Regional Growth Vision by supporting the Growth Vision guiding principles of preserving open space, and creating a range of obtainable housing choices.

Staff Evaluation

A maximum of seven (7) dwelling units per net buildable acre is allowable in cases where single-family development meets the requirements of affordable housing. Low Density Residential future land use will result in an increase in transportation impacts.

Staff Evaluation

The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses and between varying intensities of residential uses. The subject property is in an area that is transitioning from Suburban Estates to Low Density Residential. Several developments west of the subject property have been developed consistent with the Low Density Residential density. *Exhibit FLU: Appropriate Transitional Land Uses* states that Low Density Residential is an appropriate transitional land use when adjacent to Suburban Estates.

Final density determination in the Low Density Residential designation is accomplished via the County's lot size compatibility analysis at time of rezoning. This amendment application does not include an associated rezoning request.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map with an effective date of 2007, there appears to be floodplains on the subject property. Development must comply with applicable flood prone provisions and any applicable requirements regarding impaired water bodies to address potential impacts to Lake Monroe.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, the subject property may contain wetlands. Compliance with the Land Development Code regarding development within and around wetland areas is required prior to the issuance of any building permit.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

Utilities:

The site is located in the City of Sanford's water and sewer utility service area. There is an 8-inch water main on the north side of Celery Avenue and a 24-inch reclaimed water main on the south side of Celery Avenue.

Transportation/Traffic:

The property proposes access onto Celery Avenue, which is classified as an Urban Collector Road. This roadway does not currently have programmed improvements along this segment.

School Impacts:

The Seminole County Public School Board has prepared the attached analysis regarding potential impacts from the proposed Low Density Residential future land use designation.

Drainage:

The proposed project is located within the Lake Monroe Drainage Basin, and does not have limited downstream capacity. The site will have to be designed to meet the pre-development rate of discharge for the 25-year, 24-hour storm event.

Parks, Recreation and Open Space:

Developer is required to provide open space based on the number of approved dwelling units at time of rezoning, per Section 30.1344 (Open Space Ratios and Design Guidelines) of the Land Development Code of Seminole County.

Buffers and Sidewalks:

Developer is required to build a five (5) foot sidewalk along Celery Avenue for the frontage of the property.

APPLICABLE POLICIES:

SPECIAL DISTRICTS

The subject property is within the County's Environmentally Sensitive Lands Overlay (ELSO).

This property is within the Orlando Sanford International Airport Day-Night Noise Contour (DNL) and Avigation Easement Boundary. The applicant must complete a Declaration of Avigation Easement and Waiver and record in the Seminole County Land Records.

COMPREHENSIVE PLAN

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources. The following policies are applicable with the proposed project (other provisions of the Comprehensive Plan that may apply are not included in this list):

- Policy CON 3.10 Protection of Endangered and Threatened Wildlife
- Policy CON 3.12 Central Florida Regional Growth Vision (How Shall We Grow?)
- Policy CON 7.3 Future Land Use Designations
- Policy FLU 1.1 Environmentally Sensitive Lands
- Policy FLU 2.5 Transitional Land Uses in Urban Areas Not Approved For Mixed Development
- Policy FLU 5.4 Water and Sewer Service Expansion
- Policy FLU 9.1 Orlando Sanford International Airport
- Policy FLU 17.1 Private Property Rights Act
- FLU Exhibit 1 Compatible Transitional Land Uses
- FLU Exhibit 8 Future Land Use Designations and Allowable Zoning Classifications
- FLU Exhibit 13 Future Land Use Map
- FLU Exhibit 49 Services and Facilities by Classification
- Policy IGC 1.5 Advance Notification of Land Use Actions and Changes in Land Use Regulations
- Policy POT 4.5 Extension of Service to New Development
- Policy PSF 2.1 Development Review Process
- Policy SAN 4.4 Extension of Service to New Development
- Policy TRA 3.1.7 Review of Development Proposals

INTERGOVERNMENTAL NOTIFICATION:

Future Land Use Element, Issue IGC 3 Existing Coordination Mechanisms with Municipalities within Seminole County and Adjacent Counties and Municipalities, states that the Celery Avenue/SR 415 area, east of Sanford, is an area that merits special attention for intergovernmental coordination. An Intergovernmental notice was sent to the City of Sanford on February 2nd, 2009.

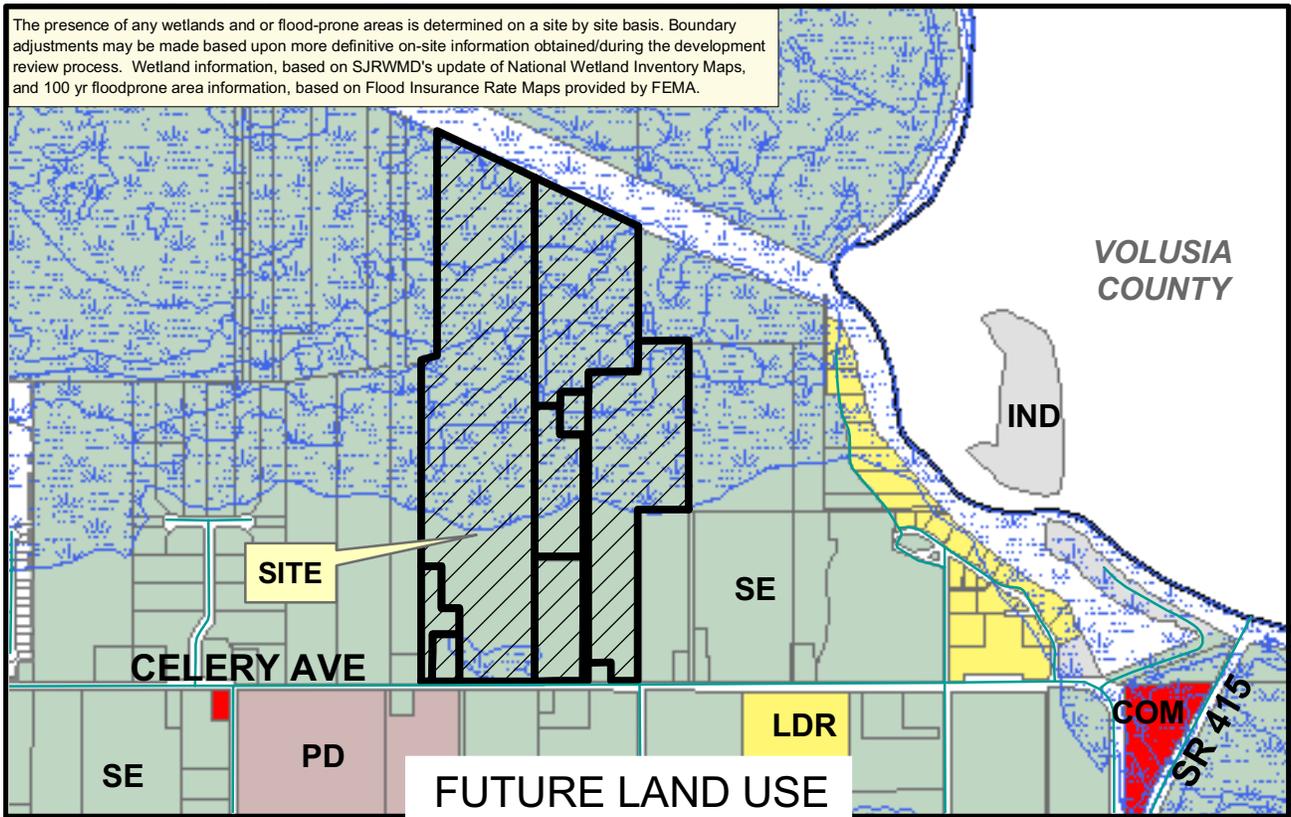
LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received no letters of support or opposition.

STAFF RECOMMENDATION:

Staff recommends transmittal of the requested Large Scale Future Land Use Map Amendment from SE (Suburban Estates) to LDR (Low Density Residential) for 89 ± acres, located on the north side of Celery Avenue, approximately 1,200 feet east of Sipes Avenue, with staff findings.

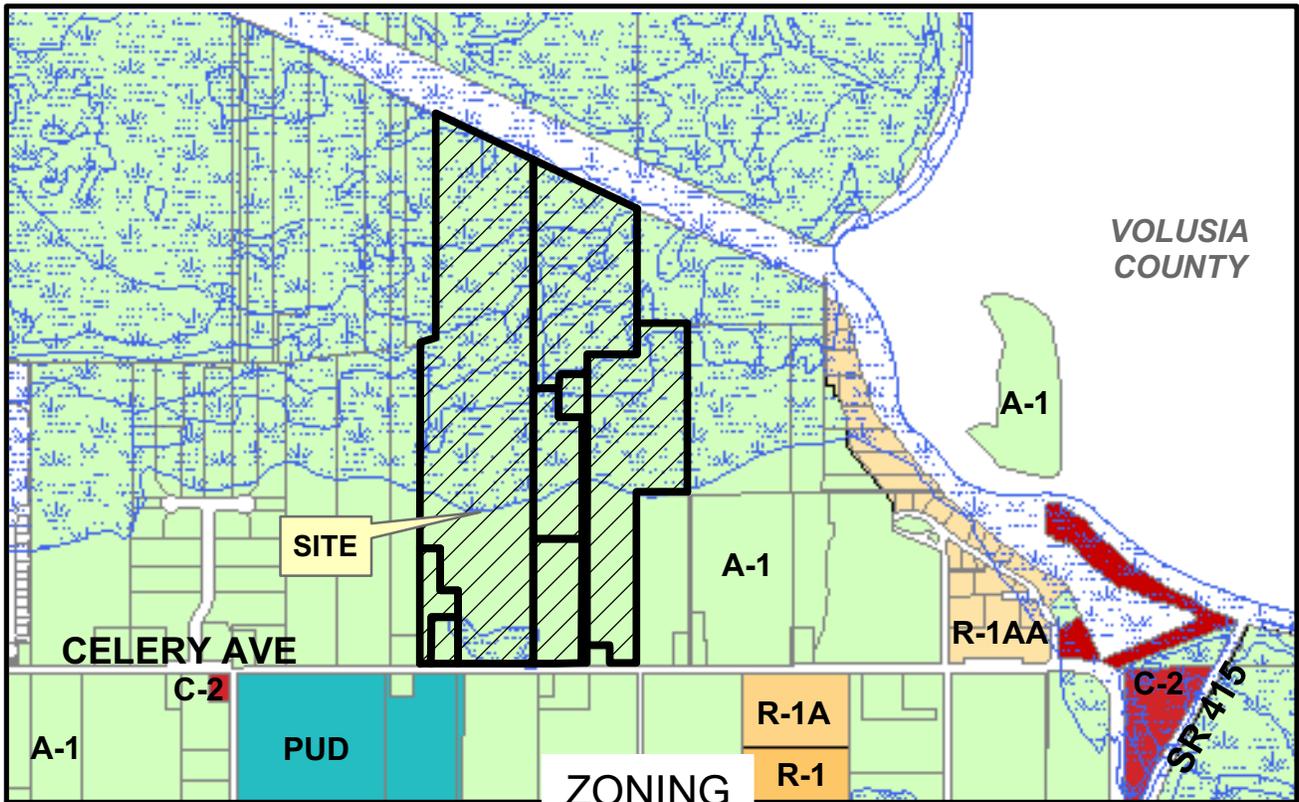
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



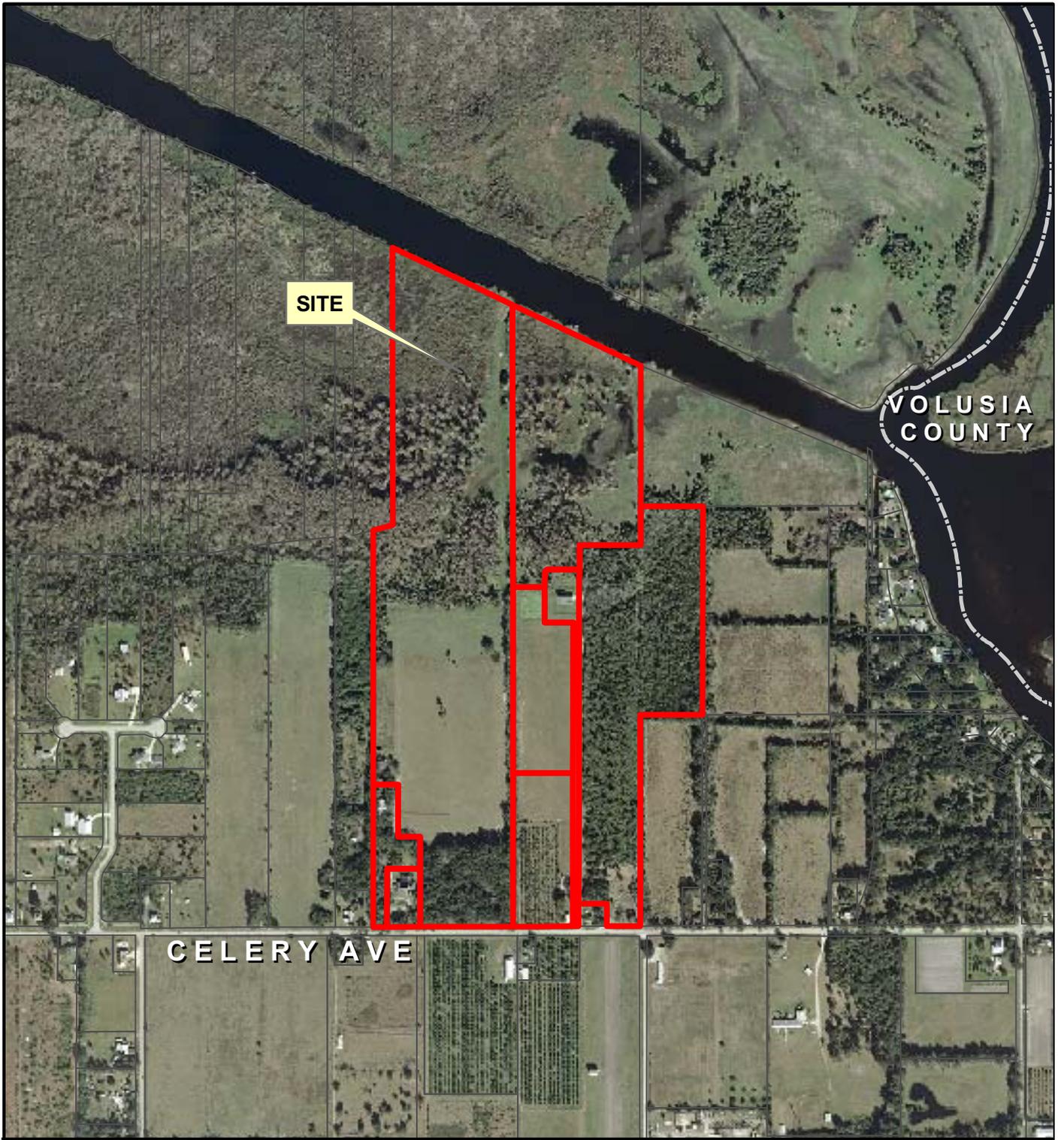
LDR
 COM
 IND
 SE
 PD
 Site
 ESLO
 City Bnd

Applicant: Harling, Locklin & Associates / Hugh Harling
 Physical STR: 28-19-31
 Gross Acres: 89.00+/- BCC District: 5
 Existing Use: Vacant/Residential
 Special Notes: _____

	Amend/ Rezone#	From	To
FLU	08.LS.02	SE	LDR
Zoning	Z2008-063	--	--



A-1
 R-1
 R-1A
 R-1AA
 C-2
 PUD
 ESLO



Rezone No: Z2008-063

FLU#: 08.LS.02
From:SE To:LDR

-  Parcel
-  Subject Property



Winter 2009 Color Aerials



Seminole County Public Schools School Impact Analysis School Capacity Determination

To: Hugh Harling/Dale, McLain, Flowers
Seminole County Board of Commissioners

From: Michael Rigby, AICP, Facilities Planner, Seminole County Public Schools

Date: May 7, 2009

RE: **Celery Avenue Project (Z2008-63)**

Seminole County Public Schools (SCPS), in reviewing the above request, has determined that if approved, the new FULM designation and/or zoning will have the effect of increasing residential density, and as a result generate additional school age children.

Description: +/- 89 acres (8 parcels), located north of Celery Ave & west of Beardall Ave., in unincorporated Seminole County. The applicant is requesting a change in the future land use/zoning designation that would allow a maximum of 504 single family detached dwelling units to be developed within the requested future land use designation.

Parcel ID(s): 28-19-31-300-0030-0000; 0130; 003B; 013A; 003C; 003D; 003E; & 0180

Based on information received from Planning and from the application for the request, SCPS staff has summarized the potential school enrollment impacts in the following table:

Type	Concurrency Service Area	Enrollment	Capacity	Students Generated by Project	Programmed 3 Year Additions	Reserved Capacity	Remaining Capacity
Elementary	E-10	1831	1965	113	575	0	596
Middle	M-1	5132	5441	59	0	59	191
High	H-1	6218	6140	74	380	66	162

Comments:

The students generated at the three CSA levels would at this point be able to be accommodated without exceeding the adopted levels of service (LOS) for each school type. The planned expansions/additions in the current five-year capital plan would provide additional student capacity to relieve the affected schools.

Review and evaluations performed on proposed future land use changes and rezones, unplatted parcels, or projects that have not received final approval do not guarantee that the developments subject to this declaration are exempt from the school concurrency requirement, which is effective as of January 1, 2008. Changes in enrollment, any newly platted developments, and any subsequent final development approvals may affect the provision of concurrent school facilities at the point of final subdivision approval, including the potential of not meeting statutory concurrency requirements based on future conditions.

Terms and Definitions:

Capacity: The amount of satisfactory permanent student stations as calculated on the date of the second DOE count in October of the current school year. The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Concurrency Service Area (CSA): A geographic unit promulgated by the School Board and adopted by local governments within which the level of service is measured when an application for residential development is reviewed for school concurrency purposes.

Enrollment: For the purposes of concurrency review, the enrollment level is established each year as per Public School Interlocal Agreement Section 12.4 A, which sets the level on the date of the second FTE survey for DOE, generally taken the in mid-October.

Programmed 3 Year Additions: New permanent school capacity within the CSA, which will be in place or under actual construction within the first three years of the current SCPS Capital Improvement Plan.

Remaining Capacity: The capacity available for future development after the addition of any programmed capacity and less the reserved capacity.

Reserved Capacity: The total number of student stations reserved in the respective CSA's that are assigned to projects via a SCALD certificate.

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools) as follows:

- i) Elementary: 780 student stations
- ii) Middle: 1500 student stations
- iii) High: 2,800 student stations

Students Generated by Project: is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:

Elementary 100%, Middle 90%, High 95%

JUSTIFICATION STATEMENT
DALE – MCLAIN – FLOWER PROPERTY

The Sanford Airport, Seminole County and City of Sanford Infrastructure improvements at and around the airport are designed to create jobs and economic growth for the Seminole County and the City of Sanford. The existing agriculture uses in the Celery Avenue area are being increased to low density residential in support of the city, airport and Seminole County. These uses will include low density residential uses. The agriculture density of 1 unit per acre on property which is currently being used for cattle and citrus is not expected to be viable during the 20 yr. planning period. Low density residential uses that are adjacent to existing agriculture uses will not create incompatibility. Low density residential land use will provide for long term housing infill where major infrastructure has been installed or is presently planned.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On August 11, 2009, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

Property Owner(s): Larry Dale, Clyde R. Flowers,
Iris C.F. Lindsey, Daryl G. & Barbara A. McLain

Project Name: Celery Avenue LSLUA

Requested Development Approval: The applicant is requesting a Large Scale Future Land Use Amendment from SE (Suburban Estates) to LDR (Low Density Residential) for 89 ± acres, located on the north side of Celery Avenue, approximately 1,200 feet east of Sipes Avenue

The Board of County Commissioners has determined that the Large Scale Land Use Amendment request from SE (Suburban Estates) to LDR (Low Density Residential) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Celery Avenue Large Scale Land Use Amendment" and all evidence submitted at the public hearing on July 28, 2009, regarding this matter the Board of County Commissioners have found, determined and concluded that transmittal of the requested Large Scale Land Use Amendment from SE (Suburban Estates) to LDR (Low Density Residential) should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is **DENIED**.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Bob Dallari, Chairman

EXHIBIT "A"Parcel Legal Description per ORB 3707, Page 601

The East 99 feet of Government Lot 4, Section 28, Township 19 South, Range 31 East; and all unsurveyed lands lying North of Government Lot 3 of Section 28, Township 19 South, Range 31 East; and all of Government Lot 3, Section 28, Township 19 South, Range 31 East: LESS beginning at the South ¼ Section post of Section 28, Township 19 South, Range 31 East, run West 325 feet, thence run North 0 degrees 7 minutes East 2021 feet, thence East 321 feet, Thence South 2021 feet to beginning. (And also LESS beginning 325 feet West of the South ¼ Section post of Section 28, Township 19 South, Range 31 East, run thence West 350 feet, thence North 0 degrees 58 minutes West along center of ditch 1798 feet, thence East 382.8 feet, thence South 7 minutes West 1798 feet to beginning. Excepting from the above described property that portion thereof lying Northerly from the Woodruff Creek Canal, LESS

A parcel of land situate in Government Lot 3 and the unsurveyed land in , Section 28, Township 19 South, Range 31 East, Seminole county, Florida being more particularly described as follows:

Commence at the South ¼ Section corner of , Section 28, Township 19 South, Range 31 East, Seminole county Florida, and run West along the South line of Government Lot 3, 675.00 feet; thence leaving said South line run N00°58'00"W, 1798 feet to the Point of Beginning; thence continue N00°58'00"W, 970 feet, more or less, to a point on the Southerly edge of the Woodruff Creek Canal; thence run Easterly along said Southerly edge, 725 feet more or less, to a point on the East line of said Government Lot 3, extended Northerly, thence leaving said Southerly edge run south along the East line of said Government Lot 3, and the Northerly extension, 665 feet, more or less to a point 2021.00 feet North of the South ¼ Section corner of said , Section 28, thence leaving the East line of said Government Lot 3, run West 321.00 feet; thence run S00°07'02"W, 223.00 feet to a point 325.00 feet West and N00°07'00"E of the South ¼ corner of said Section 28; thence run West 382.80 feet to the Point of Beginning.

AND ALSO LESS the South 20 feet for right-of-way of Celery Avenue, formerly known as SR-415.

Parcel Legal Description Per ORB 3578, Pages 628-633

Parcel A

Begin 325 feet West of the South ¼ Section Post of , Section 28, Township 19 South, Range 31 East, run west 350 feet, thence N00°58'W along the center line of ditch 1798 feet, thence run East 382.8 feet, thence run South 00°7'W 1798 feet to beginning. Seminole County, Florida

A parcel of land situate in Government Lot 3 and the unsurveyed land in , Section 28, Township 19 South, Range 31 East, Seminole county, Florida being more particularly described as follows:

Commence at the South ¼ Section corner of , Section 28, Township 19 South, Range 31 East, Seminole County, Florida and run west along the South line of Government Lot 3, 675.00 feet; thence

leaving said south line run N00o58'00"W, 1798 feet to the Point of Beginning; thence continue N00o58'00"W 970 feet, more or less, to a point on the southerly edge of the Woodruff Creek Canal; thence run easterly along said Southerly edge, 725 feet, more or less to a point on the East line of said Government Lot 3, extended Northerly; thence leaving said Southerly edge run south along the East line of said Government Lot 3, and Northerly extension, 665 feet, more or less, to appoint 2021.00 feet North of the South $\frac{1}{4}$ Section corner of said Section 28; thence leaving the East line of said Government Lot 3, run West 321.00 feet; thence run S00o07'00"W, 223.00 feet to a point 325.00 feet West and N00o07'00"E of the South $\frac{1}{4}$ corner of said Section 28; thence run West 382.80 feet to the Point of Beginning.

LEGAL DESCRIPTION

Legal Section 28, Township 19 South, Range 31 East, North 1104.2 feet of South 2224.2 feet of West 341 feet of Lot 2 plus beginning
Southeast corner of Lot 3 run West 325 feet N0°07'E 2021 feet East 321 feet South 2021 feet to Point of Beginning.

(Less West 150 feet of South 130 feet and Road on South)

**MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
JUNE 3, 2009**

Members present: Matthew Brown, Walt Eismann, Melanie Chase, Kimberly Day and Dudley Bates.

Members absent: Ben Tucker and Rob Wolf

Staff present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Sheryl Stolzenberg, Principal Coordinator; Joy Williams, Planner; Jim Potter, Senior Engineer, Development Review Division; and Connie R. DeVasto, Clerk to the Planning and Zoning Commission.

D. Celery Avenue LSFLUA; Harling, Locklin & Associates, Hugh Harling, applicant; 89 ± acres; Large Scale Future Land Use Amendment from SE (Suburban Estates) to LDR (Low Density Residential); located on the north side of Celery Avenue, east of Sipes Avenue. (Z2008-63 / 09S.FLU02)

District 5 - Carey
Joy Williams, Planner

Joy Williams, Planner – presented this item and stated that it is a Large Scale Future Land Use Amendment from SE (Suburban Estates) to LDR (Low Density Residential).

The Low Density Residential Future Land Use Designation provides for single family detached residences at a maximum density of 4 dwelling units per net buildable acre; also allowing for 7 dwelling units per net buildable acre where single family development meets the requirements for affordable housing.

The subject property is within an area historically containing agricultural uses with a Suburban Estates Land Use providing a density of 1 dwelling unit per net buildable acre; however, the area has recently been transitioning to higher density residential uses; development trends to the west and south of the site are consistent with the Low Density Residential designation.

The current application does not include an associated rezoning request; the final determination of a compatible zoning classification will be accomplished with a lot size compatibility analysis at time of rezoning.

The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses and between varying intensities of residential uses. Staff finds that the request for a land use amendment from Suburban Estates to Low Density Residential is an appropriate transitional land

use for the area and therefore recommends transmittal of the requested Large Scale Land use Map Amendment.

Hugh Harling, applicant – stated that he is speaking on behalf of Larry Dale, Daryl McLain and the Flowers family. He stated that Mr. Dale asked him to specify that, under property size, the plus or minus acres will be determined at the time that the environmental lines are determined in the field and agreed to by the water management district; so it could be anywhere from 88 or 91 acres. He further stated that he agrees with Staff's recommendation.

No one spoke in favor or opposition to this request from the audience.

Commissioner Brown made a motion to approve transmittal of the request.

Commissioner Bates seconded the motion.

The motion passed unanimously 5 – 0.

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- _____:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: <u>Larry Dale</u>	Name: _____
Address: <u>3400 Celery Ave. Sanford</u>	Address: _____
Phone #: <u>407-585-4015</u>	Phone #: _____

Name: _____	Name: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: _____	Name of Corporation: _____
Officers: _____	Officers: _____
Address: _____	Address: _____
Directors: _____	Directors: _____
Address: _____	Address: _____
Shareholders: _____	Shareholders: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: _____	
Trustees: _____	Beneficiaries: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: _____ Name of Partnership: _____
Principal: _____ Principal: _____
Address: _____ Address: _____

(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

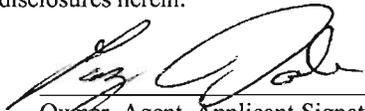
Contract Vendee: _____ Contract Vendee: _____
Name: _____ Name: _____
Address: _____ Address: _____

(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

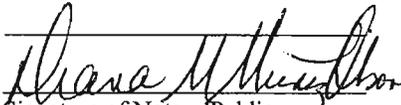
7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

12/16/08
Date


Owner, Agent, Applicant Signature

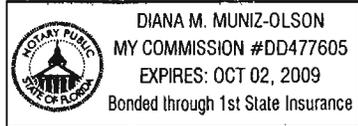
STATE OF FLORIDA,
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 16th day of December, 2008 by Larry A. Dale


Signature of Notary Public

Diana M. Muniz-Olson
Print, Type or Stamp Name of Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____



For Use by Planning & Development Staff

Date: _____ Application Number: _____

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- _____ :

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: Clyde R. Flowers & Iris G.F. Lindsey Name: _____
Address: P.O. Box 681674, Orlando 32868 Address: _____
Phone #: _____ Phone #: _____

Name: _____ Name: _____
Address: _____ Address: _____
Phone #: _____ Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: _____ Name of Corporation: _____
Officers: _____ Officers: _____
Address: _____ Address: _____
Directors: _____ Directors: _____
Address: _____ Address: _____
Shareholders: _____ Shareholders: _____
Address: _____ Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: _____
Trustees: _____ Beneficiaries: _____
Address: _____ Address: _____

(Use additional sheets for more space.)

SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT

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Name of Partnership: _____	Name of Partnership: _____
Principal: _____	Principal: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee:	Contract Vendee:
Name: _____	Name: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

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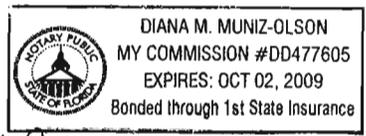
7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

Date Dec. 17, 2008 Owner/Agent, Applicant Signature Clyde R. Flowers P.O.A. (Patricia H. Flowers)

STATE OF FLORIDA
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 17th day of December, 2008 by Patricia H. Flowers, (P.O.A.)

Diana M. Muniz-Olson Signature of Notary Public Diana M. Muniz-Olson Print, Type or Stamp Name of Notary Public



Personally Known _____ OR Produced Identification F462-688-43-608-0
Type of Identification Produced Driver License

For Use by Planning & Development Staff

Date: _____ Application Number: _____

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- _____:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: <u>Daryl G. & Barbara A. McLain</u>	Name: _____
Address: <u>3500 Celery Ave. Sanford</u>	Address: _____
Phone #: _____	Phone #: _____

Name: _____	Name: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: _____	Name of Corporation: _____
Officers: _____	Officers: _____
Address: _____	Address: _____
Directors: _____	Directors: _____
Address: _____	Address: _____
Shareholders: _____	Shareholders: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

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Address: _____	_____

(Use additional sheets for more space.)

SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT

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7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

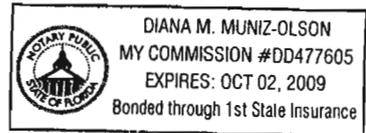
12/17/08
Date

[Signature]
Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 17th day of December, 2008 by Daryl G. McLain

[Signature] Diana M. Muniz-Olson
Signature of Notary Public Print, Type or Stamp Name of Notary Public



Personally Known OR Produced Identification _____
Type of Identification Produced _____

For Use by Planning & Development Staff

Date: _____ Application Number: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Text Amendments to the Seminole County Comprehensive Plan

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Sheryl Stolzenberg **EXT:** 7383

MOTION/RECOMMENDATION:

[Continued From 7/28/2009] 1. Transmit the text amendments to the Seminole County Comprehensive Plan to the State Land Planning Agency; or

2. Deny transmittal of the text amendments; or

3. Continue the public hearing until a time and date certain.

County-wide

Sheryl Stolzenberg

BACKGROUND:

On December 9, 2008, the Board of County Commissioners (BCC) adopted text and map amendments to the Seminole County Comprehensive Plan based on the 2006 Evaluation and Appraisal Report (EAR). The amendments included changes that had been required by the State Department of Community Affairs (DCA) in the Objections, Recommendations and Comments (ORC) Report issued October 17, 2008.

The process of adopting amendments to a local comprehensive plan requires a second submittal to the State after adoption. During that review, DCA and other state agencies determined that additional text changes were needed to ensure that the Seminole County Comprehensive Plan met state law. In order to ensure that DCA was able to issue a finding of "In Compliance with State Law" for the December 2008 amendments, staff agreed to present the additional amendments to the County for adoption during the next round of amendments.

Staff has also identified a number of text amendments needed to avoid a potential internal inconsistency in the Comprehensive Plan resulting from the installation of public improvements of overriding public benefit in otherwise protected areas. In addition, staff has identified text amendments needed to comply with the newest revisions of the Growth Management Act contained in Senate Bill 360.

The following documentation is attached to this memorandum:

1. A table of Recommended Text Changes explaining which portions of text are recommended for amendment, why the change is recommended, and a brief summary of the change.
2. For each plan element page for which a change is recommended, the page is attached

showing the amendment in strike-through and underline format.

Planning and Zoning Commission/Local Planning Agency Recommendation

The Planning and Zoning Commission, acting in its role as Local/Land Planning Agency, voted 5-0 to recommend transmittal of the proposed text amendments at its regular meeting held June 3, 2009.

STAFF RECOMMENDATION:

Staff recommends that the Board transmit the text amendments to the Seminole County Comprehensive Plan to the State Land Planning Agency.

ATTACHMENTS:

1. Summary Table of Proposed Amendments
2. State Agency-directed amendments
3. Revised FLU Exhibit Areas of Arch Potential
4. Avoiding plan conflicts amendments
5. TCEA Amendments First Section
6. TCEA Amendments Second Section
7. TCEA Map Exhibit
8. LU Rezone Same Time Amendments
9. Clarify Processes Amendments
10. Other Important Amendments
11. PZ Minutes June 2009 text amendments

Additionally Reviewed By:
<input checked="" type="checkbox"/> County Attorney Review (Kathleen Furey-Tran)

**SEMINOLE COUNTY COMPREHENSIVE PLAN PROPOSED TEXT AMENDMENTS
 SPRING CYCLE OF 2009**

ELEMENT(S) TO BE AMENDED	SECTION(S) OF ELEMENT TO BE AMENDED	SUMMARY OF WHY NEEDED	SUMMARY OF PROPOSED AMENDMENT
STATE AGENCY-DIRECTED GROUP OF AMENDMENTS			
Future Land Use Element	Policy FLU 1.7 and Exhibit FLU Series – Areas of High Archaeological Potential	Department of State (DOS) staff objected to the process in place to safeguard potential archaeological sites. Department of Community Affairs (DCA) staff ordered revision of policy in order for EAR-based amendments to be approved.	<ul style="list-style-type: none"> • Include more detailed information explaining why County was not surveying sites. • Advise applicants that might be affected that they will need expert surveys and can only contact the State if surveys identify findings associated with human remains; remove 'high' from policy and exhibit.
Future Land Use Element	Policy FLU 1.10	DCA staff objected to policies re: Econlockhatchee protection that refer to the Land Development Regulations instead of guiding thru the Plan itself. DCA staff ordered revision in order for EAR-based amendments to be approved.	<ul style="list-style-type: none"> • Excerpt portions of the Land Development Regulations that guide development in the Econ Protection Area and add them to this policy.
Future Land Use Element	Policy FLU 1.11	DOS staff objected to process to protect historic sites. Department of Community Affairs ordered revision.	<ul style="list-style-type: none"> • Eliminate reference to grant programs. • Define what is meant by 'historic'.
Future Land Use Element	Policy FLU 11.14	DCA staff objected to policies that emphasized Land Development Regulations instead of guiding through the plan itself.	<ul style="list-style-type: none"> • Revise language to state that County shall regulate development within the Econ River basin in accordance with Policy FLU 1.9 and 1.10, and will continue to follow the Econ River Protection Standards that implement Policy FLU 1.10 and are in the Land Development Regulations

**SEMINOLE COUNTY COMPREHENSIVE PLAN PROPOSED TEXT AMENDMENTS
SPRING CYCLE OF 2009**

ELEMENT(S) TO BE AMENDED	SECTION(S) OF ELEMENT TO BE AMENDED	SUMMARY OF WHY NEEDED	SUMMARY OF PROPOSED AMENDMENT
Transportation	Policy TRA 2.1.18	DCA objected to Policy	Original Policy deleted (new policy with this number created; see below)
AVOIDING INTERNAL PLAN CONFLICTS IN CASES OF OVERRIDING PUBLIC INTEREST GROUP OF AMENDMENTS			
Introduction Element	Definitions section	Development activities associated with the Yankee Lake treatment plant needed to be explained.	Addition of definitions for the terms "Development Activities, Wetland Areas" and "Mitigation, Wetlands".
Conservation, Drainage, Future Land Use, Introduction, Recreation and Open Space	Policy CON 2.5; Policy CON 7.9; Description of "Special Areas" (shown on page CON-32); Policy DRG 6.3; Policy FLU 12.5; Policy FLU 12.9; in the "Definitions of Future Land Use Designations and Overlays" section of the FLU, under the Land Use Designation of "Public, Quasi-Public "Special Provisions"; Policy REC 7.3 and addition of two new definitions to the 'Introductions' Element ("Development Activities, Wetlands Areas" and "Mitigation, Wetlands"	The Yankee Lake treatment plant will be located where environmentally sensitive lands are found, such as wetlands and lands identified as lying within the 100-year flood plain. In general, development activities are very limited in environmentally sensitive lands. Where an overriding public interest is involved, this amendment will allow very restricted development activities, such as the placement of necessary fill.	The following language, in full or in part, is recommended to be added to the sections of element to be amended: "Development activity, including the placing or depositing of fill within wetlands and the one hundred (100) year floodplain as identified by FEMA, shall be prohibited, except in cases of overriding public interest. Where wetland values are degraded due to overriding public interest, mitigation efforts shall occur. Floodplain impacts will require compensating storage."
RESPONSE TO SENATE BILL 360 TRANSPORTATION CONCURRENCY GROUP OF AMENDMENTS			
Implementation Element	Introduction (shown as Page IMP-1)	Allow Seminole County to benefit from the use of a multi-modal approach to mobility in the urban area, rather than relying solely on roadway concurrency.	Addition of phrase "Mobility Strategy" to list of available programs; revise paragraph about "Reader's Guide" to the Comprehensive Plan to show Guide is underway (text to be added to explain emphasis on alternative methods of mobility.)
Implementation Element	Actions (shown as Page IMP-2)	Allow Seminole County to benefit from the use of a variety of mobility options in the urban area, rather than relying solely on roadway concurrency.	Addition of phrase "Mobility Strategy" to list of available programs; addition of language complying with requirements of revisions to Section 163, Florida Statutes

**SEMINOLE COUNTY COMPREHENSIVE PLAN PROPOSED TEXT AMENDMENTS
SPRING CYCLE OF 2009**

ELEMENT(S) TO BE AMENDED	SECTION(S) OF ELEMENT TO BE AMENDED	SUMMARY OF WHY NEEDED	SUMMARY OF PROPOSED AMENDMENT
Implementation Element	Concurrency Management System (shown as starting on Page IMP-14)	Allow Seminole County to benefit from use of a variety of mobility options in the urban area, rather than relying solely on roadway concurrency.	<ul style="list-style-type: none"> Modify existing language under 'Category I – Concurrency Facilities Operated by County' to show roadway concurrency will be applied in Seminole County's rural areas and specified urban neighborhoods; eliminate reference to mass transit. Eliminate reference to 'Category II – Non-Operated by the County' Renumber the former Category III facilities as Category II; modify the section to include information about the State Strategic Intermodal System.
Implementation Element	Concurrency Management System (shown as starting on Page IMP-19)	New 2009 requirements for the 'dense urban area' Transportation Concurrency Exception Area require adoption of mobility strategy by 2011, or loss of designation may result.	<ul style="list-style-type: none"> Identify process to be used to develop strategy Identify types of locations where mobility strategy will apply. Identify types of mobility alternatives
Implementation Element	Policy IMP 2.5	To explain how Road and Mass Transit standards within variable transportation method areas will differ from those in the rural area (where standard concurrency applies).	<ul style="list-style-type: none"> Identify areas where single transportation method standards will be used, and how concurrency is achieved according to State law. Identify areas where mobility strategies will be put into place and how

**SEMINOLE COUNTY COMPREHENSIVE PLAN PROPOSED TEXT AMENDMENTS
SPRING CYCLE OF 2009**

ELEMENT(S) TO BE AMENDED	SECTION(S) OF ELEMENT TO BE AMENDED	SUMMARY OF WHY NEEDED	SUMMARY OF PROPOSED AMENDMENT
Implementation Element	Policy IMP 3.1	This policy currently states that no development order or permit will be issued in unincorporated Seminole County if standards for levels of service of arterial and collector roads are not achieved and maintained.	<p>compliance with those strategies will be achieved.</p> <ul style="list-style-type: none"> Indicate where the County strategy to correct significant roadway concurrency backlogs will continue to apply Add language explaining that no development order or permit will be issued if standards for levels of service of arterial and collector roads in areas that are not a part of a Transportation Concurrency Exception Area are not met, and that other standards apply in TCEAs.
Introduction Element	Definitions	To respond to the revisions to Chapter 163, Florida Statutes that allow the 'nonrural' portion of Seminole County to be designated as a Transportation Concurrency Exception Area (TCEA).	Add definitions of "Dense Urban Land Area" and "Urban Service Area".
Transportation Element	TRA Issue # 2 (shown from pages TRA-7 through TRA-9) and TRA Issue # 3 (shown from pages TRA 9 – TRA-10)	Expand the text under "Creation of Mixed Use Centers" and "Appropriate Transportation Facilities" to include information about the TCEA areas; expand text under "Corridors" and "Centers" to include language in response to need to address TCEA designation.	Add language explaining that variable methods of travel will be emphasized as part of the strategy for providing mobility options in mixed use centers and along corridors, consistent with the themes of the Central Florida Regional Growth Vision ("How Shall We Grow?").
Transportation Element	Policy TRA 1.1.5.2, Policy TRA 1.1.10 GOAL TRA 2 OBJECTIVE TRA 2.1	Add language to incorporate mobility strategy in response to designation of a TCEA.	<ul style="list-style-type: none"> Modify Policy TRA 1.1.5.2 to state that County will use public workshops to identify long term strategies to

**SEMINOLE COUNTY COMPREHENSIVE PLAN PROPOSED TEXT AMENDMENTS
SPRING CYCLE OF 2009**

ELEMENT(S) TO BE AMENDED	SECTION(S) OF ELEMENT TO BE AMENDED	SUMMARY OF WHY NEEDED	SUMMARY OF PROPOSED AMENDMENT
	Policy TRA 2.1.1 POLICY TRA 2.1.2 New Policy TRA 2.1.18		<p>support and fund variable methods of transportation.</p> <ul style="list-style-type: none"> • Modify Policy TRA 2.1.1.10 to indicate that alternate reasonable land uses and developments linked to mobility projects will be considered if a development order is subject to denial because of standard LOS on a major road not within the TCEA area. • Modify GOAL TRA 2 to add language stating that the County, through public workshops and work with the cities, shall adopt and implement long term strategies to support and fund mobility in the TCEA area in order to maintain variable transportation options within corridors and centers. • Modify Objective TRA 2.1 to emphasize 'Strategies' as approach to transportation. • Modify Policy TRA 2.1.1 to indicate that the existing Level of Service for transit will be reevaluated as part of the strategy development. • Modify Policy TRA 2.1.2 to modify levels of service within TCEA areas.

**SEMINOLE COUNTY COMPREHENSIVE PLAN PROPOSED TEXT AMENDMENTS
SPRING CYCLE OF 2009**

ELEMENT(S) TO BE AMENDED	SECTION(S) OF ELEMENT TO BE AMENDED	SUMMARY OF WHY NEEDED	SUMMARY OF PROPOSED AMENDMENT
Transportation Element	Exhibits Section	Identify portion of Seminole County that has been designated as a Transportation Concurrency Exception Area (TCEA) by the State Legislature	<ul style="list-style-type: none"> • Create new Policy TRA 2.1.18 to specify that County, with cities and through public workshops, will develop long term strategy by 2011 to support and fund variable methods of transportation within the TCEA, and to identify potential components of the strategy, including major corridors and centers to be included, and potential for area specific levels of service for areas such as centers and corridors.
			<ul style="list-style-type: none"> • Add new Exhibit entitled: <i>“TRA Exhibit: Dense Urban Area/Transportation Concurrency Exception Area”</i> • Eliminate <i>“Exhibit TRA: Seminole County US 17-92 Transportation Concurrency Exception Area”</i> and <i>“Exhibit TRA: Transportation Concurrency Exception Areas”</i>
RESPONSE TO SENATE BILL 360 CLARIFYING SIMULTANEOUS LAND USE/ZONING GROUP OF AMENDMENTS			
Future Land Use Element	Definitions of Future Land Use Designations and Overlays” section of the FLU, under the Land Use Designations for all of the “High Intensity Planned Development (HIP)” Land Use Designations in the “Special Provisions” section	Amendment to subsection 163.3184(3), creating new subparagraph (e) that requires a local government that is considering a zoning change at the same time as a land use change to clarify that zoning does not take effect until state land	Revisions as follows: <u>Development within this Future Land Use Designation Requires Rezoning:</u> Plan amendments to Higher Intensity Planned Development <u>will require a future rezoning to enable a HIP development to proceed.</u> If a must <u>must be</u>

**SEMINOLE COUNTY COMPREHENSIVE PLAN PROPOSED TEXT AMENDMENTS
SPRING CYCLE OF 2009**

ELEMENT(S) TO BE AMENDED	SECTION(S) OF ELEMENT TO BE AMENDED	SUMMARY OF WHY NEEDED	SUMMARY OF PROPOSED AMENDMENT
		<p>planning agency has issued a notification of intent, and that the land use amendment must follow state requirements.</p>	<p><u>accompanied by a rezoning request is submitted simultaneously with a plan amendment, the following conditions shall apply: (a) the plan amendment shall be accompanied by data and analysis supporting the ability of the County and/or other service providers to meet service demands at the maximum density and/or intensity allowable by the future land use designation, regardless of the density or intensity of a proposed rezoning; (b) the proposed rezoning shall be processed as a separate case with a separate staff analysis; (c) an approval of a rezoning shall not become effective until 22 days after publication of an unchallenged Notification of Intent to Find the Future Land Use amendment in compliance (NOIC) by the State Land Planning Agency; and (d) a preliminary master plan/site plan is a required submission with the rezoning application, which would then become a condition of zoning approval; said preliminary plan shall provide sufficient detail to demonstrate compliance with the performance framework contained in this section of the Seminole County Comprehensive Plan (Plan) and the regulations implementing the policies of the Plan, as provided for in the Land Development Code.</u></p>

SEMINOLE COUNTY COMPREHENSIVE PLAN PROPOSED TEXT AMENDMENTS

SPRING CYCLE OF 2009

ELEMENT(S) TO BE AMENDED	SECTION(S) OF ELEMENT TO BE AMENDED	SUMMARY OF WHY NEEDED	SUMMARY OF PROPOSED AMENDMENT
CLARIFYING PLAN PROCESSES GROUP OF AMENDMENTS			
Future Land Use Element	Plan Amendment Standards of Review Section (pages 96-98)	Clarify process that County has to follow to amend plan, to make it clearer to the public; explain what applicant must submit	Explain standards and data that must be used to evaluate consistency of a proposed amendment with the Comprehensive Plan and requirements of State Law.
Implementation Element	Pages 1 - 6	Clarify process that County has to follow to amend plan, to make it clearer to the public; explain what applicant must submit	Details of steps that a plan amendment follows and details of material an applicant must provide.
Implementation Element	Policy IMP 1.2 and Policy IMP 1.3	The former "Category II" 'non-concurrency facilities' were part of elements that are no longer a part of the Comprehensive Plan, so this policy is not needed.	Eliminate Policy IMP 1.2, renumber Policy IMP 1.3 to 1.2, change reference to "Category III" in the title of newly renumbered Policy IMP 1.2 to "Category II"
OTHER IMPORTANT UPDATES			
Future Land Use Element	Policy FLU 11.8 and 11.9	Improve clarity of Comprehensive Plan	Indicate that the road formerly known as the Chuluota Bypass is now Snowhill Road.
Future Land Use Element	Definition of "High Density Residential"	Improve clarity of Comprehensive Plan	Remove point "D" under "Special Provisions".

STATE AGENCY-DIRECTED GROUP OF AMENDMENTS



Policy FLU 1.4 Conservation Easements

The County shall continue to require conservation easements in accordance with Section 704.06, Florida Statutes, or dedication of post-development flood prone and wetland areas as a limitation to any future encroachment or development of these environmentally sensitive areas.

Policy FLU 1.5 Natural/Environmental Lands Acquisition and Management Program

The County shall continue to manage the more than 6,500 acres of Natural Lands acquired through the 1990 Natural Lands Bond Referendum and November 2000 Natural Lands – Completing the Connection Bond Referendum for the acquisition of significant natural habitats, open space areas and greenways. These environmental assets, which include seven Wilderness Areas and One Preserve, are open to the public for environmental education and passive recreation. The lands were designated as “Preservation/Managed Lands” on the Future Land Use Plan Map in 2008 in response to the 2006 Evaluation and Appraisal (EAR) Major Issue finding of a need to ensure that the County Comprehensive Plan is more accessible and understandable. The Seminole County Natural Lands Program is consistent with and supports the implementation of the ongoing ‘Green Print’ process undertaken by the Congress of Regional Leaders, as a part of the Central Florida Regional Growth Vision.

Policy FLU 1.6 Green Print Coordination

The County shall continue to coordinate with the State of Florida, the St. John’s River Water Management District (District), the Nature Conservancy, the Trust for Public Lands, the Congress of Regional Leaders of myregion.org, and all other agencies involved in preservation of environmental assets to create a Countywide linked open space and Greenways/Trails/Blueways system that assists in permanent preservation of County and regional environmental assets. As a part of this effort, the County shall continue to support efforts by the State Legislature to maintain funding for the Florida Forever grant program that assists with local efforts to acquire environmentally significant features, and any successor program.

Policy FLU 1.7 Performance Standards for Management of ~~Archaeological—Resources~~Archaeological Resources located on proposed development sites.

Many sites with a potential of archaeological finds are also located on or near wetlands and/or floodprone areas, or within the protection areas established for the Wekiva and Econlockhatchee River basins. As a result, restrictions (such as setbacks from sensitive areas) governing the development of many sites with potential of archaeological finds are already in place.

Based on *FLU Exhibit– Areas of High Archaeological Potential*, which was created with a Phase I survey and was created with the predictive model of probability areas found in the volume entitled “Cultural Resources Study of Seminole County, Florida: Archaeology Volume I”, dated June 1994,, the County’s Land Development Code (LDC) shall be revised by January 2010 to require the following:

- that a Applicants with properties that may be located within the area marked as high archaeological potential and that are not also affected by regulations governing wetland areas, floodprone areas or the protection areas of the Wekiva and Econlockhatchee rivers shall be notified that they must provide surveys conducted by certified archaeological consultants or other qualified surveyors that either verify the presence of archaeological resources or verify that such resources are not present.



- In areas where archaeological resources including human remains are identified through such surveys, applicants shall consult with State authorities.
- If no human remains are found, or if the archaeologist or qualified surveyor concludes that no removal of resources is necessary, the LDC shall require that the area containing archaeological resources shall be managed as an open space asset included and protected within site plans or subdivisions.
- Because many of the areas of archaeological potential are co-located with wetlands, floodprone lands, or within the Wekiva River and Econlockhatchee Rivers Protection Areas, conditions of approval for development where potential archaeological resources may be located, and where an applicant does not provide a detailed survey, shall include provisions that require protection of wet and floodprone areas in compliance with those regulations, and require development activities to cease and consultation with State authorities to take place if human remains are found on site, or County authorities if cultural resources are found on site.

Policy FLU 1.8 Performance Standards for State Designated Environmental Protection Areas

The County will continue to enact and enforce performance standards intended to preserve and enhance the natural features of the Wekiva River Protection Area, the Wekiva River Study Area, and the Econ Protection Area, as required by State Law, the Seminole County Comprehensive Plan, Land Development Code and agreements with affected parties.

Policy FLU 1.9 Wekiva and Econlockhatchee River Protection

A The County shall continue to regulate development of land along the Wekiva River and the Econlockhatchee River, and their associated wetlands and tributaries, which are regionally significant natural areas in need of preservation, per the Central Florida Regional Growth Vision, to implement Protection Zone policies and regulations regarding maintaining rural density and character in the aggregate, development setbacks, concentrating permitted development farthest from surface waters and wetlands where permitted, minimizing development impacts on water quantity and quality, and restricting open space areas to passive recreational uses.

Regardless of the land use designation or zoning classification assigned to any parcel of property located within the Wekiva River Protection Area as defined in Section 369.303(9), Florida Statutes, no development may be approved upon parcels so located unless the proposed development conforms to the provisions of the Wekiva River Protection Act (Part II, Chapter 369, Florida Statutes), and the provisions of this Plan adopted to conform to said Act. See Future Land Use Objective 12 and 13 for additional policies regarding the goals of the Wekiva River Protection Area.

Notwithstanding any other provision of this Plan, middle schools and high schools shall not be permitted on property located within the Wekiva River Protection Area except for 8.7 acres owned by the Seminole County School Board prior to October 26, 1999, which is located in the East Lake Sylvan Transitional Area, which is depicted in Exhibit FLU: East Lake Sylvan Transitional Area/School Site.

(Added: Amendment 02F.TXT03; Ordinance 2002-55, 12/10/2002)

B The County shall enforce all clearing and building setbacks or protection/buffer zones and areas along the Wekiva River, and Econlockhatchee River and such other water bodies as imposed by rules of the St. Johns River Water Management District, any State agency or as may be otherwise imposed by law, provided that a minimum 200 foot clearing and building setback shall be set along the Wekiva River, as measured from the ordinary high



water elevation or the landward limit of established conservation areas, to serve as a scenic and environmental buffer to maintain the status quo of the natural environment and prevent public harms.

C. As additional protection to groundwater and surface water, development activity within the Wekiva Protection Area, including the placing or depositing of fill within wetlands and the one hundred year floodplain as identified by FEMA, shall be prohibited, except in cases of overriding public interest.

Policy FLU 1.10

Econlockhatchee River Basin Protection

The County shall, ~~at a minimum,~~ continue to regulate development consistent with the Econlockhatchee River Basin Study of 1990, which serves as the basis for Policy FLU 1.10 and the Seminole County Econlockhatchee River Protection Overlay within the County Land Development Code. The Performance Standards Classification contained in Policy FLU 1.10 are intended to ensure the preservation of the Econlockhatchee River as a recognized outstanding natural resource and regionally significant natural area. Minimum ordinance provisions necessary to ensure protection of the Econlockhatchee River Basin shall include:

A The recognition of the "Econlockhatchee River Corridor Protection Zone" (Zone), which includes: the main channels of the Big Econlockhatchee River and its tributaries contained within the area shown as the "Econ Protection Area" as depicted on Exhibit FLU: Resource Protection Areas and depicted on "Exhibit A" within the Seminole County Econlockhatchee River Protection Overlay of the County Land Development Code; all property located within the first 1,100 feet landward as measured from the stream's edge of the main channels of the Big Econlockhatchee River and Little Econlockhatchee River within the afore mentioned "Econ Protection Area"; all property located within 550 feet landward as measured from the stream's edge of the tributaries of the Big Econlockhatchee River within the afore mentioned "Econ Protection Area" 50 feet of uplands property that is landward of the landward edge of the wetlands abutting the main channels of the Big Econlockhatchee River and its tributaries within the afore mentioned "Econ Protection Area".

B The term "stream's edge" means the waterward extent of the forested wetlands abutting the Big Econlockhatchee River or its tributaries. In the absence of forested wetlands abutting the River or tributary, "stream's edge" means either the mean annual surface water elevation of the stream, or, in the absence of hydrologic data, the landward extent of wetland herbaceous vegetation growing in the River or its tributary.

A-C Development activities shall not be permitted within the 550-foot development restriction zone of stream's edge within the Zone except for the creation of wetlands and passive recreational uses, when an applicant can demonstrate that such passive recreational uses shall not adversely affect aquatic and wetland dependent wildlife; the habitat of an endangered species, a threatened species or a species of special concern; water quality, hydrology or quantity; groundwater tables or surface water levels;

D Forested habitat fragmentation within the Zone shall be limited, and there shall be no additional crossing by road, rail or utility corridors of lands located within the Zone unless the following three conditions are all met:

- a. There is no feasible and prudent alternative to the proposed crossing as determined by the County;
- b. All possible measures to minimize harm to the resources of the Econlockhatchee River Basin will be implemented; and



SEMINOLE COUNTY COMPREHENSIVE PLAN

c. The crossing supports and activity that is clearly in the public interest as determined by the County.

BE Only residential development will be permitted within the Zone except for the wetland creation or passive recreation referenced in point "C" above.

F. Development within the Econlockhatchee River Basin as a whole shall ensure the protection of floodplain, wetlands and critical native upland habitat; encroachment (fill) proposed to be placed or deposited within the 100 year floodplain as identified by the Federal Emergency Management Administration must comply with all applicable Federal and County regulations;

GE All proposed development within 2,000 feet of the stream's edge of the Big Econlockhatchee River and its tributaries shall submit, as part of the development application information, a statement from a qualified archaeological consultant describing the potential for archaeological resources to occur on the project site. If, in the opinion of the consultant, such resources are likely to occur, a professional archaeological survey shall be submitted as a part of the development application provided to the County. If significant resources are found to be present, the County shall consult with the appropriate State authorities for guidance as to whether excavation is desired by such authorities, and shall otherwise direct that resources shall be preserved as a part of the open space preserved on the historic and archaeological resource assessments; and

HD The Land Development Code shall ensure minimal removal of native habitats and preservation of rare upland habitats; and-

I The Land Development Code shall provide for an appeals process and projects which are exempt from these performance standards by reason of prior approvals or other legal bases.

Policy FLU 1.11

Protection of Historic and Archaeological Resources and the National Park Services

The County shall continue to apply for matching archaeological site survey grants from the Florida Department of State, Division of Historical Resources Grants-in-Aid program and the US Park Service.

A Protection of Historical Resources

Significant historical and archaeological sites, including, but not limited to, sites on the Florida Master Site File, shall be protected by implementing the following:

1 After the identification and evaluation of the County's historic resources following the grant surveys, the County shall determine which structures or archaeological sites are deemed significant as judged in part by the criteria listed in this policy and adopt by resolution a local historic register and map of designated sites.

2 As part of all site plan evaluations, County staff shall identify whether or not the proposed construction activity and/or final development would disturb a site listed on the Florida Master Site File. If so, the developer shall be notified and shall in turn notify the Florida Division of Historical Resources, Bureau of Historic Preservation, Compliance Review Section and shall enter a binding agreement in which the developer agrees to comply with the recommended course of action or mitigation requested by the Division prior to a development order being issued. Additionally, all developers shall affirm that they have notified the construction manager of the potential for artifact discoveries within Seminole County. In the event of the discovery of artifacts of potential historical or archaeological significance during construction, the construction manager shall immediately suspend all disruptive activity within a twenty foot (20') radius of the site of discovery and report the suspected finding(s) to the



~~Florida Division of Historical Resources, Bureau of Historic Preservation, Compliance Review Section and the developer. The developer shall comply with the recommended course of action or mitigation requested by the Division, and shall notify in writing the Building Official of the County Building Division of the action or mitigation requested. From the date of notification, construction shall be suspended for a period of up to one hundred twenty (120) days to allow evaluation of the site and mitigation, if necessary.~~

~~3-A~~ The County shall continue to enforce Land Development Code regulations to ensure that future land development and public improvement activities limit and mitigate disruption to or damage of sites determined to be significant historical resources, ~~both structural and archaeological~~. Land Development Code provisions shall be based on the guidelines and criteria listed in this ~~policy and, at a minimum, consider criteria and procedures for protecting, reporting and evaluating the on-site discovery of artifacts~~. Mitigation, incentives, disincentives and long term protection guidelines for historically significant sites shall also be addressed. Applicants proposing to renovate or demolish existing structures shall be guided by these criteria.

B Guidelines and Criteria for Preservation and Protection of Historic Resources

The criteria for evaluating historic resources as significant shall include, but not be limited to, the following adapted ~~from~~ for the "Criteria For Listing" of the National Register ~~of~~ Historical Places:

- ~~1~~ 1 That the resource is listed on the National Register of Historic Places and/or the Florida Master Site File; or
- ~~2~~ 2 That the resource be associated with events that have made a significant contribution to the broad patterns of history; or
- ~~3~~ 3 That the resource be associated with the lives of persons significant in the past; or
- ~~4~~ 4 That the resource embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction (e.g., historic district); or
- ~~5~~ 5 That the resource has yielded, or may be likely to yield, information important in prehistory or history.

C Guidelines for evaluation and assessment of historical resources shall be based on but not limited to the Secretary of the Department of Interior's Guidelines for Architectural and Engineering Documentation and the Historic Preservation Compliance Review Program of the Florida Department of State, Division of Historical Resources, in particular Chapter 4, Standards for Conducting, Reporting, and Reviewing Archaeological and Historic Site Assessment Survey Activities.

Policy FLU 1.12 Water Quality and Drainage Control

The County shall continue to require water quality and drainage control for all new subdivisions and site plans adjacent to water bodies to prevent unnecessary shoreline disruption and maintain water quality through existing Land Development Code provisions which requires, at a minimum:

- A Permit for all water quality and drainage control activities in waters and wetlands; and



- C Require that new development outside adopted central service areas shall not be designed nor constructed with central water and/or sewer systems. Public and private central systems may be permitted in the future if it is clearly and convincingly demonstrated by the proponents of the system expansion that a health problem exists in a built but unserved area for which there is no other feasible solution. In such cases, the service area expansion plans will be updated concurrent with an areawide administrative land use update.

Policy FLU 11.12 Methods of Managing Stormwater

Consistent with the provision of services and facilities within the Rural Area, the County shall:

- A Regulate stormwater management consistent with Countywide regulations with the objective of maximizing aquifer recharge, minimizing flooding and protecting wetland systems; and
- B Continue to use Municipal Service Benefit Units to fund drainage improvements when appropriate.

Policy FLU 11.13 Methods of Collecting and Disposing of Solid Wastes

Consistent with the provision of services and facilities within the Rural Area, the County shall continue to use the solid and hazardous waste collection and disposal systems provided throughout the County to serve the Rural Area.

Policy FLU 11.14 Protection of Natural Resources

The County shall:

- A Protect wetland and flood prone areas in the Rural Area consistent with the provisions of the Future Land Use and Conservation Elements of this Plan and through the potential purchase of properties with funds deriving from the Natural Lands Program authorized by voter referendum in 1990.
- B Periodically re-evaluate the effectiveness of the County Arbor Ordinance, referenced by Policy FLU 1.18.
- C Protect groundwater systems in the Rural Area as depicted in *Exhibit FLU: Special Area Boundaries*, including, but not limited to, the "Geneva Lens" by:
 - 1 Continuing to permit only large lot residential development in the Rural Area to minimize water consumption and maximize aquifer recharge due to small impervious surface areas;
 - 2 Relying on a system of small individual residential wells for the provision of potable water that disperse the potentially adverse effects of groundwater drawdown associated with excessive pumping of the aquifer;
 - 3 Relying on properly installed and periodically inspected septic tanks on large lots that return water to the aquifer to be the primary system of wastewater disposal; and
 - 4 Relying on stormwater management systems designed as required by the Rural Subdivision standards enacted in accordance with the provisions of this Plan to maximize recharge of stormwater into the aquifer.
- D Protect the Econlockhatchee River in East Seminole County by:



- 1 Regulating development ~~within adjacent to~~ the River basin in accordance with Policy FLU 1.9 and Policy FLU 1.10~~the Environmentally Sensitive Lands Overlay (see Policy FLU 1.3);~~
 - 2 ~~Continuing to regulate~~Regulating development adjacent to the Econlockhatchee River in accordance with the Econlockhatchee River Protection Overlay Standards Classification, which implements Policy FLU 1.10;
 - 3 Purchasing properties, when appropriate, with funds from the Natural Lands Program and other Federal, State, and regional programs; and
 - 4 Enforcing provisions in the Land Development Code regarding additional bridge crossings of the Econlockhatchee River.
- E Protect the St. Johns River by:
- 1 Continuing to enforce the Environmentally Sensitive Lands Overlay (see Policy FLU 1.3); and
 - 2 Purchasing properties, when appropriate, with funds from the Natural Lands program and other Federal, State and regional programs.

Policy FLU 11.15 Code Enforcement and Implementation

A General

The County shall:

- 1 Continue to enforce Rural Subdivision Standards, as necessary, designed to meet the unique needs of the Rural Area;
- 2 Continue to provide inspection and code enforcement services in the East Rural Area; and
- 3 Continue to pursue a Joint Planning Agreement with the City of Winter Springs for the purpose of achieving Objective FLU 11.

B Black Hammock Plat

The County shall provide that lots originally recorded or platted as five (5) acres and/or 10 acres in size in the old Black Hammock Plat that have been reduced in size by the amount of land dedicated to public road rights-of-way, shall be considered as five (5) acre and/or 10 acre lots for purposes of land use consistency and dwelling unit yield determination. For example, a lot that was originally platted as a 10 acre lot that now contains only 9.17 acres because, and solely because, land from the original lot was dedicated to a public road right-of-way, will be considered a 10-acre lot; five (5) acre lot, and multiples of five (5) acre lots, similarly reduced, will be treated likewise.

C Existing Conditions

It is the intent of the County to guide the future development and use of the Rural Area as depicted in *Exhibit FLU: Special Area Boundaries*. For the purposes of the lands within the Rural Area (including Suburban Estates, Rural-3, Rural-5 and Rural-10 land use designations) structures existing as of the adoption date of the

1991 Comprehensive Plan shall be permitted to be rebuilt in the event of a natural disaster or act of God or be otherwise improved as long as the gross density of residential property or intensity of nonresidential property is not increased and/or the



land use mixtures, performance frameworks, funding and Land Development Code amendments necessary to support the mobility strategy.

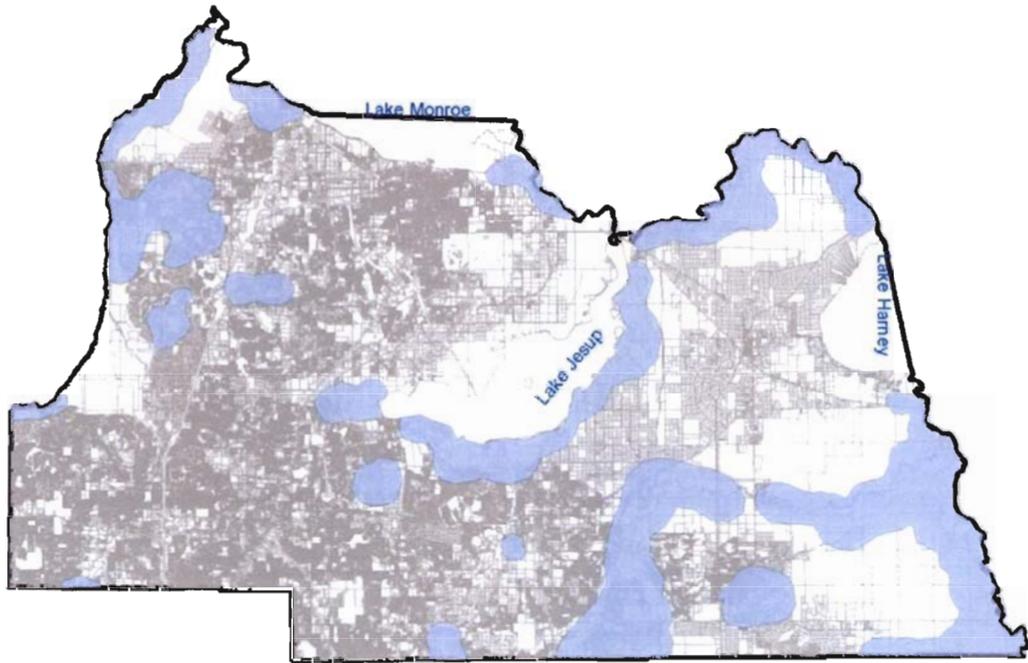
~~Policy TRA 2.1.18 Transportation Concurrency Exceptions for Specified Infill Developments Meeting Standards within the Land Development Code~~

~~The Seminole County Board of Commissioners finds that under certain limited circumstances dealing with transportation facilities, countervailing planning and public policy goals may come into conflict with the requirement that adequate public facilities be available concurrent with the impacts of such development. The unintended consequence of the transportation concurrency requirement in such instances is the redirection of infill growth or redevelopment from the urban area to Rural Areas or areas with environmentally sensitive lands, thereby discouraging urban infill development, urban revitalization and urban redevelopment. Consequently, this policy provides for exceptions from the transportation concurrency requirements of the Comprehensive Plan and Land Development Code (LDC), in compliance with the requirements specified by the LDC. The proposed project must be, at a minimum:~~

- ~~1. Consistent with the Seminole County Comprehensive Plan;~~
- ~~2. Compatible with surrounding land uses; and~~
- ~~3.1. Related to and supportive of the provision of public transit, including commuter rail.~~



FLU Series – Areas of High Archaeological Potential



5 Miles

LEGEND



-  Areas of High Archaeological Site Potential
-  Parcel

(FLU - Effective date of information: 02/2008)



**AVOIDING INTERNAL CONFLICT IN PLAN IN CASES OF OVERRIDING PUBLIC INTEREST
GROUP OF AMENDMENTS**

OBJECTIVE CON 2 SURFACE WATER PROTECTION

The County shall continually evaluate its ongoing surface water quality program to protect and, where necessary and feasible, enhance the quality of surface waters.

Policy CON 2.1 Water Quality Assessment

The County shall, through its ongoing water quality monitoring program, identify areas of need for more intense sampling and shall partner with the appropriate agencies to accomplish these investigations. The County shall, with each Evaluation and Appraisal Report, evaluate the need for more intense sampling to address the continuous nature of surface water quality programs and processes .

Policy CON 2.2 Water Quality Improvement

The County shall continue to implement, as part of the Federal and State mandated Total Maximum Daily Load policies, a program to identify and improve surface water quality associated with stormwater runoff within receiving waters, which are below established standards.

Policy CON 2.3 Best Management Practices

The County shall evaluate every five (5) years, after coordination with the Agricultural Extension Agency, Natural Resources Conservation Service and other appropriate agencies, its Water Conservation and Sensitive Lands Plan and Best Management Practices (BMPs) to minimize agricultural, horticultural and silvicultural impacts to both surface water quantity and quality, wetland and floodplain areas. This evaluation shall include a review and incorporation of any applicable new BMP's established by the Division of Forestry, Florida Department of Environmental Protection, St Johns River Water Management District, Department of Agriculture and Consumer Services, and other agencies.

In addition to this Plan, all activities permitted within designated wetland and flood prone areas, including agriculture and silviculture shall, at a minimum, comply with the County's existing Wetland, Flood Prone and Arbor Ordinances to ensure the protection and function of these resource areas.

Policy CON 2.4 Water Body Building Setback

The County shall continue to require that building setbacks for new development be placed at least 50 feet from the ordinary high water mark of water bodies.

Policy CON 2.5 Wekiva River

A. The County shall continue to manage and regulate development along the Wekiva River to ensure its continued designation as an Outstanding Florida Water Body and Wild and Scenic River, and shall continue to ensure that all development maintains consistency with the Wekiva River Protection Act and Wekiva Parkway and Protection Act. (See Future Land Use Element for other policies relating to the Wekiva River).

B. The County shall enforce all clearing and building setbacks or protection/buffer zones and areas along the Wekiva River as imposed by rules of the St. Johns River Water Management District, any State agency or as may be otherwise imposed by law, provided that a minimum 200 foot clearing and building setback shall be set along the Wekiva River, as measured from the ordinary high water elevation or the landward limit of established conservation areas, to serve as a scenic and



environmental buffer to maintain the status quo of the natural environment and prevent public harms.

B-C. As additional protection, development activity (including the placing or depositing of fill within wetlands and the one hundred (100) year floodplain identified by FEMA), within the Wekiva River Protection Area shall be prohibited except in cases of overriding public interest. Where wetland values are degraded due to overriding public interest, mitigation efforts shall occur. Floodplain impacts will require compensating storage.

Policy CON 2.6 Water Quality Design Techniques

The County shall continue to evaluate and, if appropriate, enact, alternative development (design, construction and maintenance) standards which enhance water quality. This evaluation shall include, at a minimum, a review of the following:

- A Non-structural storm water management system designs;
- B Littoral zone vegetation requirements;
- C Vegetation removal and management standards;
- D System designs that conserve uplands and populations of listed species; and
- E Low Impact Development practices.

Policy CON 2.7 Intergovernmental Coordination

The County shall continue to coordinate and pursue joint programs with and seek funding, where available, from with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other agencies for surface water management studies and improvements programs. Specific programs that require further coordination include, but are not limited to, Surface Water Improvement Program, joint projects toward the restoration of Lake Jesup, Total Maximum Daily Load program, and the protection of the Econlockhatchee and Wekiva River Basins.

Policy CON 2.8 Educational Brochures

The County shall develop and distribute to homeowners associations, civic groups, schools and other organizations, educational brochures addressing surface water and lake improvement practices and related matters such as Florida-friendly Landscaping for properties within the Wekiva Study Area and all other impaired watersheds identified by the Florida Department of Environmental Protection's Total Maximum Daily Load program.

(Revised: Amendment 05F.TXT01.01, Ordinance 2005-54, 12/20/2005)

Policy CON 2.9 Environmental Education Program

The County shall continue to support and expand existing environmental programs (Natural Lands Education, Watershed Action Volunteers, Lakewatch, Florida Yards and Neighborhoods, and Parks Education) and pursue alternatives to expand the public's knowledge of environmental programs through education, the media and other available avenues of communication. The County shall continue to provide public access to environmental data by expanding the Countywide Watershed Atlas and the Natural Lands Program Web Sites.

Policy CON 2.10 Total Maximum Daily Load

The County shall work cooperatively with the Florida Department of Environmental Protection (FDEP) to develop a proactive approach to the Total Maximum Daily Load



- A The County shall accept mitigation required by the St. Johns River Water Management District (District) for impacts that occur within the urban area as defined by Objective 7.
- B For impacts to wetlands in the urban area, the County shall accept ratios that encourage mitigation projects to be conducted within the Wekiva River Protection Area, the East Rural Area, and the basins designated by the District as Special or Nested. As an incentive to mitigate in these areas, Seminole County may accept ratios within the lower range of those accepted by the District.
- C For impacts to wetlands in the Rural Area, the County shall create criteria that will rely upon mitigation that will be to the maximum extent possible to act as disincentive for impacting the high quality areas contained within the Rural Area. These ratios may be within the upper range of the ratios accepted by the District .
- ED As additional protection, development activity (including the placing or depositing of fill within wetlands and the one hundred (100) year floodplain identified by FEMA), within the Wekiva River Protection Area shall be prohibited except in cases of overriding public interest. Where wetland values are degraded due to overriding public interest, mitigation efforts shall occur. Floodplain impacts will require compensating storage.
- DE Mitigation projects must take into consideration the type, quality, location, and size of the wetlands being impacted.
- EF Seminole County shall pursue agreements with the District that allow the brokerage of mitigation projects for impacts to Nested and Special Basins as fee simple dedications to the Seminole County Natural Lands Program.
- FG Creation, Enhancement, and Restoration projects proposed as mitigation shall be evaluated based on the type, quality, size, and location of the wetlands being impacted, and shall not be encouraged in lieu of Preservation and Upland Conservation and the establishment of a County-run comprehensive wetland mitigation program funded in part through the payment of fees in lieu of performing mitigation activities.

Policy CON 7.10 Wetland Regulation-Intergovernmental Coordination

Seminole County shall coordinate efforts with the District and the U.S. Army Corps of Engineers (Corps) to maximize the benefits of mitigation in the Wekiva, Jesup, and Econlockhatchee River Basins, and in the Rural Areas of the County.

Policy CON 7.11 Management of Publicly Owned Wetlands

Seminole County shall continue to coordinate with local, State, and Federal entities that own land in the County to implement projects for the management of wetlands and other natural resources.



by intense development by the municipalities, although the predominant land use assigned by Seminole County is Low Density Residential, and Planned Development (see "Unique Planning Techniques.").

SPECIAL AREAS

As stated previously, there are three (3) special areas in the County that make up roughly 75 percent of the County's landform (unincorporated area): "The Wekiva River Protection Area", The Econlockhatchee River Basin, and the "East Rural Area," which includes much of the Econlockhatchee River Basin. Issue FLU 11 describes the protection of the Wekiva and Econlockhatchee areas. The "Wekiva River Protection Area" and "East Rural Area" represent two (2) separate and distinct areas within Seminole County where the Comprehensive Plan sets forth specific policy guidance for the long term maintenance of rural character.

In 1988, the Florida Legislature enacted the "Wekiva River Protection Act" for the purpose of protecting the natural resources and rural character of the "Wekiva River Protection Area" as defined in the Act. To comply with the Act, the County amended its Comprehensive Plan creating a set of Plan policies to ensure the maintenance of the rural density and character in the aggregate, protect natural resources, and ensure the long term viability of the Wekiva River Protection Area (WRPA) (see Objective FLU 14 and the *Exhibit FLU: Future Land Use* of this Plan). In 1999, with assistance from the Florida Department of Community Affairs, various environmental groups and citizens, the County adopted a Plan objective and additional set of Plan policies, substantially based on the "1999 Wekiva Special Area Study", to provide greater protection for this area. The Comprehensive Plan also establishes that wetlands within the WRPA shall be protected and a 50-foot upland buffer shall be required around all wetlands. As additional protection, development activity (including the placing or depositing of fill within wetlands and the one hundred (100) year floodplain identified by FEMA), within the Wekiva River Protection Area shall be prohibited except in cases of overriding public interest. Where wetland values are degraded due to overriding public interest, mitigation efforts shall occur. Floodplain impacts will require compensating storage.

The Wekiva and Econlockhatchee River Basins were also designated as Nested Basins by the St. Johns River Water Management District in 2000, meaning that most of the mitigation projects for wetlands in these areas are required to remain within the basin. This is in addition to the requirement for compliance with 550-foot Riparian Habitat Protection Zones for both basins. The Lake Jesup Basin was designated by House Bill 2365 as a Special Basin unto itself during the 2000 session, which created additional requirements that exceed those with nested status.

In 1991, the County's Comprehensive Plan was amended, based on the "1991 East Seminole County Rural Area Plan" to create the "East Rural Area" of Seminole County (see Objective FLU 11 and the *Exhibit FLU: Future Land Use* of this Plan). This Plan amendment created and assigned a set of Rural future land use designations (Rural-3, Rural-5, and Rural-10) and associated rural zoning classifications (A-3, A-5, and A-10) to properties within the East Rural Area. These land use designations and zoning classifications, together with Plan policies and Rural subdivision standards, were established to preserve and reinforce the positive qualities of the rural lifestyle of the East Rural Area. In 1999, the Comprehensive Plan was amended, based on the "1999 Chuluota Small Area Study" to further strengthen the rural character of the East Rural Area. The East Rural Area of Seminole County is distinguished from the County's predominantly urban area by the Urban/Rural Boundary (see the *Exhibit FLU: Future Land Use* of this Plan).

Policy FLU 11.1 states, "The County shall continue to enforce Land Development Code provisions and land use strategies that recognize East Seminole County as an area with specific rural character rather than an area anticipated to be urbanized. It shall be the policy of the County that Rural Areas require approaches to land use intensities and densities, rural roadway corridor protection, the provision of services and facilities, environmental protection and Land Development Code enforcement consistent with the rural character of such areas." Policy FLU 11.4 sets guidelines for cluster development in the Rural Area, and includes as an objective the protection of natural resources.

**OBJECTIVE DRG 6 INTERGOVERNMENTAL COORDINATION**

The County shall work with all parties to maximize funding, education, deficiency correction of existing stormwater management facilities, construction of new stormwater management facilities and surface water protection in Seminole County.

Policy DRG 6.1 Intergovernmental Coordination

The County shall continue to work collaboratively with the Stormwater Working Group, the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, the Federal Emergency Management Agency, and other agencies to maximize its goals relating to funding drainage improvements, water quality improvements, and environmental protection projects.

Policy DRG 6.2 The Seminole County Watershed Atlas

The County shall continue to coordinate with the Municipalities, other Local Governments, State, and Federal agencies to allow the Seminole County Watershed Atlas to reflect the most current and up-to-date information on new changes in regulations, water quality, hydrology, other environmental parameters, or other types of data as decided by the Seminole County Roads-Stormwater Division.

Policy DRG 6.3 Wekiva Study Area Stormwater Management

The County shall address the master stormwater management plan provision of the Wekiva Parkway and Protection Act, Section 369.319, Florida Statutes, to assist in alleviating problems related to surface water conveyance and quality, and in improving the quality and quantity of groundwater discharging into the springs within the Wekiva Study Area, by application of, but not limited to, the following strategies:

A Implementation of the projects, programs, and activities recommendations, applicable to Seminole County, contained in the "Wekiva Parkway and Protection Act, Master Stormwater Management Plan Support, Final Report", November 2005 (the "CDM Plan"); and

B Implementation of Best Management Practices (BMPs), including, but not limited to, applicable BMPs recommended in "Protecting Florida's Springs – Land Use Planning Strategies and Best Management Practices", Florida Department of Community Affairs and Florida Department of Environmental Protection, 2002, and from the Model Goals, Objectives, and Policies, Wekiva Study Area, published by the Department of Community Affairs (April 2006).

BC As additional protection to groundwater and surface water, development activity (including the placing or depositing of fill within wetlands and the one hundred (100) year floodplain identified by FEMA), within the Wekiva River Protection Area shall be prohibited except in cases of overriding public interest. Where wetland values are degraded due to overriding public interest, mitigation efforts shall occur. Floodplain impacts will require compensating storage.

(Added: Amendment 06EX.TXT02.03, Ordinance 2006-41, 06/13/2006)



included that portion lying north of the drainage canal that drains the Seminole Estates development and runs east to west, and parcels that were purchased for mitigation and are connected to the Yankee Lake Property. These parcels provide a significant corridor connection between the County's Riverside Ranch Wilderness Area and the Lower Wekiva State Preserve; provide a significant corridor for Florida Black Bear movement and preserve valuable wetland functions. In addition, if at any time thereafter, it is determined by the County that a portion of the Yankee Lake property is not required as a public utility, then that portion shall be reassigned the Recreation land use designation and also incorporated into the County's Greenways, Trails and Natural Lands Program. It is the intent of this policy to ensure that public lands valuable to the protection of natural resources within the Wekiva River Protection Area be retained for preservation in perpetuity, consistent with the Central Florida Regional Growth Vision ("How Shall We Grow?").

Notwithstanding a designation to the "Recreation" Future Land Use designation, development activity, including the placing or depositing of fill within wetlands and the one hundred (100) year floodplain (as identified by FEMA), may be allowed in cases of overriding public interest. Where wetland values are degraded due to overriding public interest, mitigation efforts shall occur. Floodplain impacts will require compensating storage.

Policy FLU 12.6

Roadway Corridor Overlays for Markham Road, Longwood-Markham Road and Lake Markham Road

The County shall continue to enforce land development regulations enacted in June of 2001, establishing Markham Road, Longwood-Markham Road and Lake Markham Road as scenic corridor roadways to protect the existing visual features, maintain visual quality, provide a sense of place, protect the rural character of the Wekiva River Protection Area, and protect natural resources including the viability of wildlife corridors. Consistent with said goals, these scenic corridor roadways shall not be expanded beyond their current two-lane configuration; provided, however, that turn lanes and other roadway safety design features may be constructed. The minimum standards for such roadways, which shall be implemented by land development regulations, shall establish on these roadways a building setback forty feet (40') in depth from the right-of-way edge wherein:

- A Roads shall be maintained with a maximum of two (2) through lanes;
- B No existing canopy trees shall be removed unless the removal is necessary to provide access, the tree is diseased or removal is required to address public safety emergencies;
- C No clearing of native vegetation shall be permitted except in conjunction with a permit issued to address public safety emergencies;
- D Residential development shall preserve and/or create a vegetative buffer forty feet (40') in depth through a combination of canopy trees, understory native vegetation and berms or fences/walls;
- E If utilized, fences shall be of natural materials including, but not limited to, wood, stone, or brick and shall be required to incorporate canopy trees and native vegetation; provided, however, that alternative fencing shall be permissible if it materially contributes to the rural ambiance of the roadway or if necessary for the protection of wildlife; and
- F As an alternative to the above standards, residential development may provide for perimeter lots of one (1) acre in size or greater in lieu of, or in combination with, vegetation to ensure consistency and compatibility with adjacent developments and maintenance of rural character.





Transitional Area, and which is assigned the Suburban Estates future land use designation, except for the reassignment of land to the Recreation future land use designation, as set forth in Policies FLU 12.1, 12.3, and 12.5.

- 4 Limiting development of property assigned the Suburban Estates land use designation to a maximum density of one (1) dwelling unit per net buildable acre, and encouraging clustering within the Suburban Estates land use designation where appropriate through the use of PUD zoning to protect natural resources, as set forth in Policies FLU 12.1, 12.3, 12.5, and 12.9 and in the definition of "rural character".
- 5 Prohibiting further commercial development on properties not assigned the Commercial land use designation on the *Exhibit FLU: Future Land Use Map* adopted as of December 15, 1999, as set forth in the definition of "rural character" and Policy FLU 12-.8.
- 6 Pursuing the acquisition of property within the Wekiva River Protection Area and the reassignment of land to the Recreation land use designation for the purpose of protecting natural resources, as set forth in Policies FLU 12.1 and 12.5.
- 7 Retaining the definitions of the terms "net density" and "net buildable acreage" within the Wekiva River Protection Area as established by the Seminole County Comprehensive Plan as of December 15, 1999.

Policy FLU 12.9 Wekiva River Protection Area Environmental Design Standards.

- A In order to further the protection of natural resources as required by the Wekiva River Protection Act, the County shall continue to implement land development regulations enacted as necessary to implement the following policies that shall apply to properties located within the Wekiva River Protection Area and outside of the East Lake Sylvan Transitional Area:
- 1 Development design shall demonstrate that at least fifty percent (50 %) of the trees located within the developable areas of a site, including areas subject to residential platting, are preserved on site. It is the intent of this policy to guide the design and location of development to provide protection of on site habitat, wildlife and wildlife corridors. When fifty percent (50 %) of the trees cannot be reasonably preserved, a tree replacement ratio shall be implemented. This ratio shall require an increasing number of replacement trees based upon the size of a tree's caliper. Replacement trees are required to be native species and planted on site in common areas and as street trees. Construction methods that reduce the necessity for removing trees shall be encouraged.
 - 2 An upland buffer averaging fifty feet (50') but no less than twenty-five feet (25') in width shall be maintained surrounding areas identified as containing flood plain and/or wetlands or properties which have been designated as preserve areas or conservation easements. Development activity, including the placing or depositing of fill, within wetlands and the one hundred (100) year floodplain (as adopted by FEMA) shall be prohibited, except in cases of overriding public interest. Where wetland values are degraded due to overriding public interest, mitigation efforts shall occur. Floodplain impacts will require compensating storage.
 - 3 Preservation of property within the Wekiva River Protection Area consisting of wetlands, rare upland habitat, greenways, listed species and their habitat, and wildlife corridors shall be encouraged through the clustering of dwelling units

- G Paint and body shops;
- H Trade shops and schools;
- I Medical clinics;
- J Publishing plants;
- K Public buildings;
- L Stockyards;
- M Public elementary schools, public middle schools and public high schools;
- N Special exceptions such as utilities, service stations, hospitals, nursing homes, heliports, and airports; and
- O Adult entertainment establishments and sexually oriented businesses.

Services and Facilities:

This land use requires a full range of urban services and facilities (see *Exhibit FLU: Services and Facilities By Classification*).

Special Provisions:

Industrial uses in proximity to residential areas should be light industrial uses to protect residences from smoke, fumes, vibrations, odors, and noise.

Public, Quasi-Public

Purpose and Intent:

The purpose and intent of this land use is to identify locations for a variety of public and quasi-public uses, transportation, communication, and utilities. Public and quasi-public uses are designated on the *Exhibit FLU: Future Land Use Map* in areas where public and quasi-public uses are established and in areas reserved for future public use. The maximum intensity permitted in this designation is .65 Floor Area Ratio.

Uses:

- A Public and private recreation, education and library facilities;
- B Public elementary schools, public middle schools and public high schools;
- C Public and private cemeteries and mausoleums;
- D Public safety facilities; and
- E Water, sewer, telephone, electric, gas, communication, and transportation facilities.

Services and Facilities:

Due to the variety of land uses in this designation, service and facility needs are determined through Land Development Code requirements.

Special Provisions:

As many of these uses are appropriately located in proximity to residential areas, these uses are permitted through a special exception to the existing zoning classification.

Development activity, including the placing or depositing of fill within wetlands and the one hundred (100) year floodplain as identified by FEMA, shall be prohibited on lands designated as Public, Quasi-Public, except in cases of overriding public interest. Where wetland values are degraded due to overriding public interest, mitigation efforts shall occur. Floodplain impacts will require compensating storage.

of the countryside. Unlike Urban Centers, the Countryside is characterized by open lands that are not landscaped. The cross sections of transportation corridors that serve the Countryside do not contain urban features such as streetlights, sidewalks, curb and gutter drainage systems. Residential structures (other than farmhouses) are not visible from the roadways.

COUNTY ROAD SYSTEM

All collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas; all local roads in the unincorporated areas and all urban minor arterial roads not in the State Highway System.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

A multi-disciplinary approach to deterring criminal behavior through the use of strategies that rely on the ability to influence a potential offender's decisions that precede criminal acts. These design strategies emphasize the use of 'defensible space' design features, such as natural surveillance and natural access control, that enhance the perceived risk of detection, thus deterring criminal action.

DENSE URBAN LAND AREA

A county, including the municipalities located therein, which has an average of at least 1,000 people per square mile of land area. The Office of Economic and Demographic Research (Office) within the Legislature shall annually calculate the population and density criteria needed to determine which jurisdictions qualify as dense urban land areas by using the most recent land area data from the decennial census conducted by the Bureau of the Census of the United States Department of Commerce and latest available population estimates determined pursuant to section 186.901, Florida Statutes. If any local government has had an annexation, contraction or new incorporation, the Office shall determine the population density using the new jurisdictional boundaries as recorded in accordance with section 171.091, Florida Statutes.

DEVELOPMENT

The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. This term does not include the use of land for the purpose of growing plants, crops, trees, and other agricultural or forestry products, or the raising of livestock; or for other agricultural purposes. [Sources: Section 380.04(1) and 380.04(3)(f), Florida Statutes (Florida Statutes.)]

DEVELOPMENT ACTIVITIES, WETLAND AREAS

Activities classified as development activities that may create impacts in wetland areas include: construction of boardwalks, docks and gazebos; bulkheading; clearing of vegetation; construction of permitted structures; cultivating naturally occurring agricultural and horticultural products; discharge of domestic, agricultural or industrial wastes pursuant to approved permit or the discharge of stormwater from adjacent land; drainage ditches; dredging (other than mosquito control or 'drainage ditches'); filling; harvesting of timber and wood products; storage, use or disposal of any hazardous material; landscaping and establishing planting; restoration, expansion or modification of existing structures and improved areas; installation of septic tanks; solid waste disposal; stormwater retention/detention basin; utility installation.

DEVELOPMENT ORDER

An order granting, denying or granting with conditions an application for a development permit. (Source: Section 163.3164(7). F.S.)



These are defined as drainage structures that which have an equivalent opening equal to or larger than a single 48 inch diameter circular conduit.

MANUFACTURED HOUSING

The term "manufactured housing" shall be defined consistent with the provisions of Section 320.01(2)(b), Florida Statutes, which state that this term applies to a mobile home fabricated on or after June 15, 1976, in an offsite manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the Federal Manufactured Home Construction and Safety Standard Act. See "Mobile Home" definition below.

MATERIALS RECOVERY FACILITY (MRF)

A facility that receives, processes and markets mixed recyclable materials that are source separated from municipal water streams.

METROPOLITAN STATISTICAL AREA (MSA)

An 'MSA' is a Census Bureau-defined area of at least 50,000 inhabitants, with a total metropolitan population of at least 100,000. Additional contiguous counties are included in the MSA if they meet certain characteristics, such as population density and percentage of urban population. Seminole County is included within the Orlando-Kissimmee Metropolitan Statistical Area, which encompasses Orange, Osceola, Seminole and Lake counties and had a 2005 Census-estimated population of 1,933,255.

MINOR PRIMARY STRUCTURES (DRAINAGE)

Drainage structures which have equivalent clear openings equal to or larger than a single 30 inch circular conduit but no larger than a single 48 inch diameter circular conduit.

MITIGATION, WETLANDS

Restoration of existing degraded wetlands or creation of man-made wetlands in areas adjacent or contiguous to the impacted wetland. If on-site mitigation is not practical, off-site mitigation should be undertaken in close proximity and, to the extent possible, within the same watershed.

MOBILE HOME

The term "mobile home" is defined in Section 320.01 (2) (a), Florida Statutes, or its successor provisions as follows: a structure, transportable in one or more sections, which is 8 body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. In addition, according to the Florida Department of Community Affairs (DCA): a mobile home is also called a "manufactured home" or "HUD code home"; is a home built entirely at a factory that usually requires hook-up of utilities and certain appliances on delivery; may be installed on a temporary or permanent foundation, and could be considered real property by a local property appraiser. On installation, a mobile/manufactured home's wheels and axels may be removed, but the chassis must stay in place. Such homes must be built in accordance with U.S. Department of Housing and Urban Development (HUD) code that supersedes state or local building codes. To be acceptable in Florida, a mobile home must bear the HUD label and be secured with anchor tie-downs as specified in Section 320.8325, Florida Statutes, and must be installed by a mobile home installer certified by the Department of Highway Safety and Motor Vehicles.

**OBJECTIVE REC 7 OPEN SPACE PRESERVATION**

The County shall develop a system of open spaces through the preservation and/or acquisition of significant lands, native habitat and habitat of endangered, threatened and species of special concern, and through the development review and approval process.

Policy REC 7.1 Open Space Standards

The County shall evaluate and amend, as necessary, , the standards upon which Policies FLU 1.1 through 1.4, and Policy FLU 4.4 are based, and the Land Development Code's provisions to implement those policies, based on the findings of Evaluation and Appraisal Reports.

Policy REC 7.2 Environmentally Sensitive Lands Overlay

The County shall protect Environmentally Sensitive Lands through continued implementation of Policies FLU 1.1, 1.2, 1.3, 1.4, 12.8, 12.9, and Objective FLU 13 and its Policies as a means of preserving locally significant wetlands and major open space areas by maintaining the mosaic of high quality wetland habitat found in the Wekiva and Econ Basins, the Lake Jesup Basin, and the East Rural area of Seminole County.

Policy REC 7.3 Wekiva and Econlockhatchee River Protection Zone

The County shall enforce all clearing and building setbacks or protection/buffer zones and areas along the Wekiva River, and Econlockhatchee River and such other water bodies as imposed by rules of the St. Johns River Water Management District, any State agency or as may be otherwise imposed by law, provided that a minimum 200 foot clearing and building setback shall be set along the Wekiva River, as measured from the ordinary high water elevation or the landward limit of established conservation areas, to serve as a scenic and environmental buffer to maintain the status quo of the natural environment and prevent public harms. As additional protection, development activity (including the placing or depositing of fill within wetlands and the one hundred (100) year floodplain identified by FEMA), within the Wekiva River Protection Area shall be prohibited except in cases of overriding public interest. Where wetland values are degraded due to overriding public interest, mitigation efforts shall occur. Floodplain impacts will require compensating storage.

Policy REC 7.4 Natural/Environmental Land Acquisition and Preservation Programs

The County shall continue to coordinate with the Florida Department of Environmental Protection and all other appropriate agencies to establish and revise regulations and programs for the acquisition and preservation of natural/environmental lands.

Policy REC 7.5 Agency Coordination

The County shall work in conjunction with the State of Florida, the St. Johns River Water Management District, the Nature Conservancy, the Trust for Public Lands, and other appropriate agencies involved in conservation lands to create a Countywide system and a Greenways/Trails/Blueways system.

Policy REC 7.6 Acquisition Program-Local Assistance

The County shall support and assist in the acquisition of projects significant resource areas located within Seminole County, including, but not limited to, Spring Hammock Preserve, Wekiva buffers, and the Lower Econlockhatchee River Projects. This support may include joint acquisition, development of conceptual management plans and property management. Acquisition and assistance programs to be pursued shall include the Florida Forever and its successor program, the Trust for Public Lands as well as the Nature Conservancy, Department of Forestry, and St. Johns River Water Management District.

**RESPONSE TO SENATE BILL 360
TRANSPORTATION CONCURRENCY EXCEPTION AREA AMENDMENTS
FIRST SECTION**



IMPLEMENTATION ELEMENT INTRODUCTION

The Implementation Element is an optional element of the Seminole County Comprehensive not required by Florida Statutes. The Implementation Element provides direction to accomplish specific actions related to Plan programs, regulations, development policies, and coordination, including:

- A State mandated Evaluation and Appraisal Report of the Comprehensive Plan;
- B Annual updates to the Capital Improvements Element;
- C Amendments to the Land Development Code;
- D Future Land Use amendments;
- E A process for interpreting Future Land Use district boundaries;
- F A process for public participation; and
- G Administration of a-Concurrency Management and Mobility Strategy Systems.

The Comprehensive Plan includes the following statutorily required and optional Elements:

Capital Improvements	Introduction (optional)
Conservation	Potable Water
Drainage	Public School Facilities
Future Land Use	Recreation and Open Space
Housing	Sanitary Sewer
Implementation (optional)	Solid Waste
Intergovernmental Coordination	Transportation

Seminole County adopted its first Comprehensive Plan to fully meet Rule 9J-5, Florida Administrative Code requirements on September 11, 1991. As part of the early efforts to implement the plan, in 1992, the County identified nonconforming uses and zonings and conflicting zonings. The County made every effort to bring these uses/zonings into compliance with the adopted Comprehensive Plan. The County conducted an extensive search on all unincorporated lots and parcels to identify nonconforming uses and zonings and conflicting zonings. - The Board of County Commissioners subsequently held advertised public hearings in 1992 (and again in 2008) to remedy these nonconformities and conflicts in accordance with the recommendations of the Comprehensive Plan. The Implementation Element includes processes for resolving, when identified, any nonconforming uses and rezonings, or conflicting zonings.

As part of the adoption of the 2008 Plan, the County evaluated the need for any amendments pertaining to updating data and dates, rules of grammar, and formatting. As a result, the reader will find the Plan more accessible and understandable than previous Plan updates. As a supplement to the Plan, during 2009, the County is also creating a “Reader’s Guide” to direct readers to particular Plan sections and to make the Plan more “user friendly”. In 2003, the County adopted a resolution authorizing conversion of the County’s Future Land Use Maps to digitalized format from the traditional paper format. The County adopted amendments to the Implementation Element in 2004 to reflect the change from paper to digital mapping for both the County’s Future Land Use Maps and Zoning Maps.

This Element also includes processes for a Concurrency Management System and describes how public participation is addressed above and beyond the statutory requirements. This Element also provides direction regarding preparation of Evaluation and Appraisal Reports, annual Capital Improvement Element Updates, Land Development Code amendments, and Future Land Use amendments.

ACTIONS

The ~~following actions represent how the~~ Plan is implemented through within four (4) major categories of action:

Plan Programs

Plan policies address the continuation, expansion and initiation of new government service and facility programs, including, but not limited to, capital facility construction.

Regulations

Continued enforcement of existing regulations, revising existing regulations and/or creating implementing new land development regulations for managing growth, providing adequate levels of service, and protecting the environment.

Development Policies

Adoption and implementation of criteria and performance frameworks that guide standards for when, where and how development is to occur. These policies are contained in the Future Land Use Element and other Plan Elements.

Coordination

The Plan includes policies in the Intergovernmental Coordination Element and in other Elements that explain how and relating to what extent the County will coordinate with other local, regional, State, and Federal agencies.

The County achieves progress toward meeting the goals, objectives and policies through various implementation programs. An explanation of these implementation programs follows.

- A Evaluation and Appraisal Reports
- B Annual Capital Improvements Element Updates
- C Comprehensive Plan Updates
- D Land Development Code Updates
- E Future Land Use Map Amendments
- F Interpretation of Future Land Use Designation Boundaries
- G Nonconforming Uses, Nonconforming Zonings, and Conflicting Zonings
- H Public Participation
- I Concurrency Management System and Mobility Strategy
- J Special Studies



- F When a placard is required, failure to post such a placard shall not be cause for continuation or rescheduling of a public hearing unless the board or commission finds that the applicant conducted himself/herself in a manner intentionally designed to mislead the public or discourage public participation.

If an application is withdrawn by letter or other formal notice prior to the announced hearing, or is continued to a date certain before the hearing is legally convened, no new public notice is required, unless directed by the board or commission. If an application is continued to a date certain that is greater than sixty (60) days from the date of the application was continued, the County shall publish a new advertisement, provide notice to property owners, and post a placard of the property, as provided for in this section. If the County continues an application, but not to a date certain, the new notice shall be provided in accordance with this section at the expense of the applicant.

Proposed Amendments to the Comprehensive Plan

Property owners or individuals having appropriate legal interests in parcels of property may request an amendment to the County’s Comprehensive Plan for a change to future land use designations. The County shall process Plan amendment applications in accordance with the provisions of this Plan and Part II, Chapter 163, Florida Statutes, or any other applicable County administrative code, home rule charter process, or interlocal agreement.

Ethics

All matters related to comprehensive planning and related processes shall be subject to the provisions of Part III, Chapter 112, Florida Statutes (the Code of Ethics for Public Officers and Employees) or its successor provisions and any adopted County code of ethics.

Subsequent Procedures

The provisions set forth herein are minimum provisions which are intended to facilitate the orderly review, discussion and consideration of public matters relating to comprehensive planning and related processes.

CONCURRENCY MANAGEMENT SYSTEM

The following program descriptions ensure that Comprehensive Plan levels of service are achieved or exceeded. The County has adopted each implementation program by ordinance, resolution or executive order, as appropriate for each implementation program.

Definitions

The following definitions apply:

- A “Category of public facilities” means a specific group of public facilities, as follows:
 - ~~A~~ ~~Category I - Concurrency Facilities Operated by County. Category I public facilities are arterial and collector roads located within the rural portions of unincorporated Seminole County not included within the Transportation Concurrency Exception Area (TCEA) (see Exhibit TRA: Dense Urban Area/Transportation Concurrency Exception Areas), mass transit, stormwater management, potable water, sanitary sewer, solid waste, and parks and recreation facilities owned or operated by the County, all of which are addressed in the several Elements of this Comprehensive Plan. Mass transit is a Category I public facility even though the County contracts with LYNX – Central Florida Regional Transportation Authority, to provide mass transit on behalf of the County.~~
 - ~~BA~~ ~~Category II – Non-Concurrency Facilities Operated by County. Category II public facilities are libraries, fire-rescue service and other government facilities owned or operated by the County and included as facility Elements in this Comprehensive Plan.~~



SEMINOLE COUNTY COMPREHENSIVE PLAN

EB Category III - Concurrency Facilities Operated by Non-County Entities. Category III public facilities are State arterial and collector roads classified as part of the Strategic Intermodal System (SIS), mass transit, stormwater management, potable water, sanitary sewer, solid waste, parks and recreation facilities owned or operated by Federal, State, municipal, or other county governments, independent districts, private organizations, and public schools.

B “Development order” means any order or permit granting, denying, or granting with conditions, an application for a preliminary development order, final development order, development permit, or any other official action of the County having the effect of permitting the development of land.

A “Preliminary development order” means a: new land use designation to a parcel of real property, planned ~~commercial~~-development preliminary site plan, planned ~~unit~~-development preliminary master plan, the rezoning of a parcel of real property, or a subdivision development plan.

B “Final development order” means the approval of a: development of regional impact, borrow pit permit, electrical permit, planned commercial development final site plan, planned unit development final master plan, right-of-way utilization permit, site plan, special exception, variance, subdivision preliminary plat, subdivision final plat, underground utility permit, waiver to subdivision platting requirements, dredge and fill permit, written agreement with Seminole County School Board for the provision of public facilities and services as required by State Law, and any other development order which results in an immediate and continuing impact upon concurrency public facilities. Final Development orders may address future expansions of a development and may provide for phasing. A Final Development order may provide for meeting conditions for subsequent approvals or permits.

C “Development permit” means a: arbor permit, building permit, construction permit-site, construction permit-subdivision, deck and porch permit, plumbing permit, razing permit, septic repair permit, septic tank permit, sign permit, and any other development approval other than a final development order or preliminary development order.

D “Public facility” means the capital improvements and systems of each of the following: arterial and collector roads, mass transit, stormwater management, potable water, sanitary sewer, solid waste, parks and recreation, library service, fire-rescue service, and other County buildings.

E “Financial Feasibility” means that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5-year capital improvement schedule for financing capital improvements, such as ad valorem taxes, bonds, State and Federal funds, tax revenues, impact fees, and developer contributions, which are adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted level-of-service standards are achieved and maintained within the period covered by the 5-year schedule of capital improvements. A comprehensive plan shall be deemed financially feasible for transportation and school facilities throughout the planning period addressed by the capital improvements schedule if it can be demonstrated that the level-of-service standards will be achieved and maintained by the end of the planning period even if in a particular year such improvements are not concurrent as required by Section 163.3180, Florida Statutes (F.S). In the event a transportation facility is identified with a significant backlog, the County shall adopt, as a part of its plan, a long-term transportation concurrency management system with a planning period of up to 10 years for specially designated districts or areas where such backlogs exist. The plan may include interim level-of-service standards on certain facilities and shall rely on the adopted schedule of capital improvements for up to 10 years as a basis for issuing development orders that authorize commencement of construction in these designated districts or areas. The concurrency management system will be designed to correct existing deficiencies and set priorities for addressing backlogged facilities. The concurrency management system will be financially feasible and consistent with other portions of the adopted local plan, including the future land use map. [s.163.3180(9)(a)], F.S.

addition to a Public School Facilities Element, as required by Section 163.31777, 163.3180(13) and 163.3177(12), Florida Statutes (F.S.).

Beginning in 2007, the County and County Municipalities began coordinating with the Seminole County School Board in preparing, amending, and joint approving financially feasible public school facilities programs and adoption of these program into County and Municipal Comprehensive Plans, as required by Section 163.3180(13), F.S..

Proportionate Fair-Share Program

The Florida Growth Management Act of 1985 included a requirement that all local governments must adopt "Concurrency Management Systems (CMS) to ensure that necessary public services are available concurrent with the impacts of development on those services. The CMS requires local governments to adopt "Levels of Service" for services such as transportation, and, as a part of development approval, evaluate whether the service needs of a proposed development exceed the existing capacity of a service and any scheduled improvements. If adequate capacity is not available, local governments cannot permit a development unless certain specified conditions are applied.

Financial Feasibility

Financial feasibility is important as the premise of concurrency provides that public facilities will be provided in order to achieve and maintain adopted level of service standard within the period covered by the five year schedule of capital improvements. The requirement that level of service standards be achieved and maintained shall not apply if the proportionate-share process set forth in Section 163.3180(12) and (16), Florida Statutes, is used. Policy IMP 2.5(C) that Seminole County uses a realistic, financially feasible funding system based on currently available revenue sources as defined in Chapter 9J-5.003(29), Florida Administrative Code.

VARIABLE (MULTIPLE) METHOD TRANSPORTATION AREAS AND SINGLE METHOD TRANSPORTATION AREAS

In accordance with subsection 163.3180 (5)(a), Florida Statutes, wherein the Legislature found that the unintended result of the concurrency requirement for transportation facilities is often discouragement of urban infill development and redevelopment, which conflicts with the goals and policies of the state comprehensive plan: the nonrural portion of Seminole County was designated as a Transportation Concurrency Exception Area (TCEA) (See Exhibit TRA: Dense Urban Area/Transportation Concurrency Exception Area.)

In accordance with the provisions of subsection 163.3180 (5) (a) 4, Seminole County and its cities shall, by 2011, adopt into their comprehensive plans the land use and transportation strategies to support and fund variable (multiple) methods of transportation for major development/redevelopment corridors and mixed use centers within the exception area, including alternative modes of transportation. The County and city shall identify the proposed boundaries of the generalized Variable (Multiple) Method Transportation Areas and Single Method Transportation Areas within the Nonrural TCEA area. Within the Variable Method Transportation Areas, the Comprehensive Plan of the County and cities shall assign primary priority to assuring a safe, comfortable and attractive pedestrian environment, with convenient interconnection to transit and use of bicycle. These areas shall incorporate community performance frameworks that will reduce the number of automobile trips or vehicle miles of travel and will support an integrated, multimodal transportation system.



In addition to the US 17-92 Community Redevelopment Area (CRA) Corridor TCEA that was approved in 2008, the other corridors that shall be included in the variable method transportation area strategy shall include:

- State Road 46 (urban portions);
- Lake Mary Boulevard;
- State Road 434; and
- State Road 436

Mixed use and redeveloping centers that may be included in the variable method transportation area strategy include, at a minimum:

- County seat/Sanford Central Business District Community Redevelopment Area;
- Altamonte Springs Uptown Altamonte, including Cranes Roost and Altamonte Mall;
- Casselberry Central Business District;
- Fern Park
- Lake Mary Central Business District;
- Oviedo Marketplace;
- Winter Springs Town Center; and
- Transit-oriented developments serving major transportation facilities.

The strategy shall identify measures of mobility that shall apply in the Variable Method Transportation Areas located within the Nonrural TCEA Area. Each Area shall have mobility measures uniquely supportive of the existing and future land use pattern within that district. Mobility measures may include, but not be limited to:

- Frequency of transit service ("headway")
- Transit shelter placement and improvement
- Pedestrian and bicycle mobility improvements (sidewalk plans, marked bicycle lanes, etc.)
- Community Performance frameworks to integrate pedestrians, transit and bicycle into redevelopment and infill development site plans, in order to achieve pedestrian and transit oriented development patterns.

- 2 No rights to obtain final development orders under which development activity impacting public facilities may ensue, or to obtain development permits, nor any other rights to develop the subject property shall be deemed to have been granted or implied by the County's approval of the development order without a determination having previously been made that the capacity of public facilities will be available in accordance with law.

Policy IMP 2.5 Development Orders (Capacity Determinations and Availability)

The availability of public facility capacity to support development orders or permits issued pursuant to Policies IMP 2.3 and IMP 2.4A, shall be concurrent with the impacts of such development and shall be determined in accordance with the following:

- A Potable Water, Sanitary Sewer, Solid Waste, and Drainage Facilities:
 - 1 ~~Consistent with public health and safety, sanitary sewer, solid waste, drainage, adequate water supplies and potable water facilities shall be in place and available to serve new development no later than the issuance by Seminole County of a certificate of occupancy or its functional equivalent. The necessary facilities and services are in place at the time a development permit is issued; or~~
 - 2 ~~Prior to approval of a building permit or its functional equivalent, Seminole County shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of a certificate of occupancy or functional equivalent. Development orders and permits are issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or~~
 - 3 ~~Within areas where on-site sewage treatment facilities are allowable, Seminole County may meet the concurrency requirement for sanitary sewer through the use of on-site sewage treatment and disposal systems approved by the Department of Health to serve new development. The necessary facilities and services are under construction at the time a development order or permit is issued; or~~
 - 4 ~~The necessary facilities and services are guaranteed in an enforceable development agreement meeting the requirements of the Concurrency Management System Rules of the Department of Community Affairs (Chapter 9J-5, Florida Administrative Code). The agreement must guarantee that the necessary facilities and services will be in place when the impacts of the development occur.~~
- B ~~Parks and Recreation Facilities~~ Potable Water Facilities:
 - 1 ~~Consistent with the public welfare, parks and recreation facilities to serve new development shall be in place or under actual construction no later than 1 year after issuance by Seminole County of a certificate of occupancy or its functional equivalent. However, acreage for such facilities shall be dedicated or acquired by Seminole County prior to issuance of a certificate of occupancy, or funds in the amount of the developer's fair share shall be committed no later than Seminole County's issuance of approval to commence construction. For potable water, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance by the County of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the County shall consult with the~~



~~applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the County of a certificate of occupancy or its functional equivalent.~~

~~C~~ Parks and Recreation Facilities:

- ~~1~~ Any of the provisions of Section A.1.-A.4. listed above for potable water, sanitary sewer, solid waste and drainage; or
- ~~2~~ The necessary facilities are the subject of a binding executed contract which provides for the commencement of the actual construction of the required facilities within one (1) year of the issuance of the development order or permit; or
- ~~3~~ 2 The necessary facilities are guaranteed in an enforceable development agreement which requires the commencement of the actual construction of the facilities within one (1) year of the issuance of the applicable development order or permit.

~~DC~~ Roads and Mass Transit Transportation Facilities:

- 1 Consistent with the public welfare, for those portions of Seminole County contained within areas defined as "rural" by the Seminole County Comprehensive Plan (including the East Seminole County Rural Area, and the Wekiva River Protection Area, transportation facilities needed to serve new development shall be in place or under actual construction within 3 years after Seminole County approves a building permit or its functional equivalent that results in traffic generation. Any of the provisions of section A.1.-A.4. listed above for potable water, sanitary sewer, solid waste, and drainage; or
- 2 For those portions of Seminole County contained within the nonrural portion of the County (the Transportation Concurrency Exception Area), compliance with adopted mobility strategies shall be a condition of development approval, and the required fair share of the mobility features of the particular Transportation Area shall be in place within 3 years after Seminole County approves a building permit, or fair share funds shall be committed no later than Seminole County's approval to commence construction. Any of the provisions of section B.1.-B.3 listed above for parks and recreation; or
- 3 The County has committed to provide the necessary public facilities in accordance with the five year Schedule of Capital Improvements and approved developer fair share agreements. For standard Transportation Concurrency in the rural area, the County ~~and~~ has adopted and implemented a concurrency management system based upon an adequate capital improvements program and schedule, provided that:
 - a. The Capital Improvements Element and five year Schedule of Capital Improvements must be financially feasible. Included in the determination of financial feasibility shall be any proportionate fair-share contribution as provided by Section 163.3180(16), Florida Statutes (F.S.) and determined by the methodology included in the Land Development Code in accordance with Section 163.3180(12), F.S., where this option is used to satisfy transportation concurrency. The list of public facilities may include transportation projects included in the first three (3) years of the applicable adopted Florida Department of Transportation five-year work program. In the case of a development choosing to satisfy transportation concurrency



- i. This Comprehensive Plan shall continue to designate clearly the areas within which the County will provide facilities with public funds in accordance with the five year Capital Improvements Schedule of this Comprehensive Plan.
- 4 In the event a transportation facility within the rural area is identified with a significant backlog, the County shall adopt, as a part of its plan, a long-term transportation concurrency management system with a planning period of up to 10 years for specially designated districts or areas where such backlogs exist. The plan may include interim level-of-service standards on certain facilities and shall rely on the adopted schedule of capital improvements for up to 10 years as a basis for issuing development orders that authorize commencement of construction in these designated districts or areas. The concurrency management system will be designed to correct existing deficiencies and set priorities for addressing backlogged facilities. The concurrency management system will be financially feasible and consistent with other portions of the adopted local plan, including the future land use map. [Section.163.3180(9)(a, Florida Statutes].

Additionally, the County's comprehensive plan shall be deemed financially feasible for transportation and school facilities throughout the planning period addressed by the capital improvements schedule if it can be demonstrated that the level-of-service standards will be achieved and maintained by the end of the planning period even if in a particular year such improvements are not concurrent as required by Section. 163.3189, Florida Statutes .

- 5 The County shall enforce land development regulations to allow for proportionate share contributions from developers toward meeting transportation concurrency requirements. Compliance with these regulations will provide developers an opportunity to proceed with a development when proposal is otherwise consistent with the Comprehensive Plan, but transportation service capacity is not available.

Policy IMP 2.6 Limitation of Capacity Determinations

The determination that capacity is available shall apply only to specific uses, densities and intensities included in the development order or permit or in an enforceable developers agreement. The certificate of capacity shall not be transferable to any other property.

Policy IMP 2.7 Time Frame of Capacity Determinations

The determination that such capacity is available shall be valid for a period specified in the County's land development regulations. No further determination of capacity for the subject property is required prior to the expiration of the determination of capacity for the development order or permit, provided that the capacity has been reserved for the development order or permit. The subject property may extend the reservation of capacity to subsequent development orders or permits for the same property. Any change in the density, intensity, or land use that requires additional public facilities or capacity, is subject to review and approval or denial by the County.

Policy IMP 2.8 Assurances of Capacity Availability

The determination that such capacity is available shall be binding on the County to the extent authorized by law, at such time as the applicant provides assurances, acceptable to the County in form and amount, to guarantee the applicant's pro rata share of the County's financial obligation for public facilities. The County will construct these facilities for the general benefit of the public and the special benefit of the subject property. The County's land development regulations specify acceptable forms of assurances and procedures to

**OBJECTIVE IMP 3 GEOGRAPHIC AREAS FOR DETERMINATION**

The County shall apply standards for levels of service of Category I and Category II public facilities to the issuance of development orders on a geographical basis .

Policy IMP 3.1 Arterial and Collector Roads

The County shall not issue a development order or permit in any unincorporated part of Seminole County that is not a part of the Transportation Concurrency Exception Area (TCEA) if the standard for levels of service of arterial and collector roads are not achieved and maintained. The County shall identify, in the land development regulations, trip generation thresholds and geographic impact areas for developments based upon types of land uses, associated densities and intensities, total trip generation and radius of traffic impact.

Policy IMP 3.2 Other Public Facilities Which Serve All of Seminole County

Other public facilities which serve all of Seminole County shall achieve and maintain the standards for levels of service on a Countywide basis. No development order or permit shall be issued in any unincorporated part of Seminole County if the standard for levels of service are not achieved and maintained throughout the County for:

- A Solid Waste Disposal
- B Parks and Recreational Facilities

Policy IMP 3.3 Other Public Facilities Which Serve Less Than All of Seminole County

Other public facilities, which serve less than all of Seminole County, shall achieve and maintain the standard for levels of service within their assigned service area. No development order or permit shall be issued in an assigned service area if the standard for levels of service are not achieved and maintained throughout the assigned service area for the following public facilities and assigned service areas:

- A Potable Water Systems: Water System Service Area as designated in the Potable Water Element of the Comprehensive Plan.
- B Sanitary Sewer Systems: Sanitary Sewer System Service Area as designated in the Sanitary Sewer Element of the Comprehensive Plan.
- C Stormwater Management Systems: Site Specific.
- D Mass Transit: Mass Transit Service Areas.
- E Public School Facilities. School concurrency shall be measured and applied using a geographic area known as a Concurrency Service Area (CSA), which coincides with groupings of school attendance zones within each school type based on adjacency, as established by the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency As Amended January 2008 (Interlocal Agreement). The mappings of CSAs are included in the data and analysis of the Public School Facilities Element Support Document and are provided in the Appendix to the Interlocal Agreement.

**RESPONSE TO SENATE BILL 360
TRANSPORTATION CONCURRENCY EXCEPTION AREA AMENDMENTS
SECOND SECTION**



system, oriented toward delivering commuters to southern counties, must now accomplish the opposite task. Improving the connections from adjacent counties to employment centers will grow in importance as businesses continue to grow.

- **Transportation disadvantaged:** The economic growth within Seminole County threatens to leave a portion of its residents completely behind. Recent development patterns have utilized the single-occupancy vehicle as the only viable transportation mode. While the single-occupancy vehicle offers great efficiency at low-density development patterns, the assumption that this mode is available to all residents is not realistic. The expense of owning and operating a private vehicle is beyond the economic means of many Seminole County residents. In addition, some otherwise employable residents live with mobility or other developmental limitations that prevent their use of a car.

Creation of Mixed Use Centers

As the County continues to protect its rural and environmentally sensitive lands and the population continues to increase, new development will wind down and the redevelopment of previously developed areas will increase. As development corridors and mixed use centers redevelop, the transportation system that supports them will need to adapt to changing transportation needs and circumstances.

The current development pattern in Seminole County's development corridors and mixed use centers had previously emphasized unconnected businesses on arterials, low density strip shopping centers, interchange development, regional shopping malls, and office complexes. As these areas are redeveloped, a new pattern that is better suited to higher population densities, more diverse economic needs, and higher real estate values will emerge. More urban patterns of mixed uses will occur, with the attendant change in transportation patterns.

The County had ensured the coordination of growth and development by tying new development approvals to the provision of infrastructure and other facilities, per the requirements of Chapter 163, Florida Statutes provisions for Concurrency. Thus, in areas where adequate facilities are not provided in time, development must slow to allow a catch up. While this method of growth coordination was useful in areas where new development must be paired with new infrastructure, it is not effective as the County's development corridors and activity centers redevelop. This A concurrency management system based only on roadway capacity availability instead acts to discourage redevelopment and encourage urban sprawl. For that reason, as the County acted during its 2008 Evaluation and Appraisal Report (EAR)-based comprehensive plan amendments seeks to carry out the findings of the US 17-92 CRA 2006 Corridor Strategy by administratively redesignating lands within the corridor for Mixed Development (MXD). In addition, as a part of the County's 2008 EAR-based amendments, the County designated the US 17-92 CRA Corridor as a Transportation Concurrency Exception Area (TCEA). This designation allows a local government to develop a multi-modal approach to mobility, instead of relying solely upon increased roadway capacity to accommodate potential traffic attracted to, or generated by, redevelopment. As a part of the mobility strategy that Seminole County is developing with the cities that are partners in the US 17-92 CRA, the County is coordinating with LYNX to increase peak hour public transit headways, and creating design standards to facilitate pedestrian and transit-oriented development. The County will continue to identify methods that encourage redevelopment and continued economic growth while still ensuring that these redevelopment efforts do not preclude mobility of pedestrians, transit riders and drivers. overwhelm available infrastructure.



One method at ensuring mobility that is contained with the provisions of Chapter 163 of Florida Statutes allows local governments to concurrency is to expand the definition of what kinds of transportation infrastructure and facilities are needed by a new or redeveloped property. Instead of relying on the arterial road network for all of the transportation needs of each development and redevelopment, identifying variable (multiple) transportation strategies that expanding "facilities" to include those of all available modes enables local governments to provide for alternate means of ensuring provides a clearer picture of mobility and accessibility. Facilities that support transit, rail commuting, walking, and biking offer accessibility options that are increasingly encouraged. Connecting redeveloping areas to surrounding communities and making internal connections within the redeveloping areas and surrounding communities allows continued economic growth in the midst of limited roadway expansion opportunities.

Amendments to Chapter 163, Florida Statutes adopted during 2009 identified the nonrural portion of Seminole County as a Transportation Concurrency Exception Area (TCEA). This area is depicted on Exhibit TRA: Dense Urban Area/Transportation Concurrency Exception Area.

By 2011, Seminole County is required to both adopt into its comprehensive plan and implement long-term strategies to support and fund mobility within the designated exception area, including alternate modes of transportation. The plan amendment must demonstrate how strategies will support the purpose of the exception (enabling redevelopment and infill development that also prevents urban sprawl) and how mobility within the designated area will be provided. Strategies must address urban design, appropriate land use mixes (including density and intensity) and network connectivity plans needed to promote urban infill, redevelopment or downtown revitalization. Seminole County will continue to work with its cities, and with the City of Maitland and Orange County to achieve a unified approach to mobility management within the designated exception area. The strategy shall be developed through the use of public workshops that involve residents, interested property and business owners and commuters who work and live in Seminole County.

Appropriate Transportation Facilities

Within the transition of population and economy in Seminole County, it has an adopted goal of providing an effective, convenient, and economically feasible transportation system. To assess progress toward this goal, the Comprehensive Plan has established specific measurable objectives, and the County's regulations, investments, and incentives are focused on attaining the adopted goal.

Seminole County has utilized and continues to utilize, outside of the designated exception area, the conventional method of measuring transportation system efficacy - level of service standards. It has established LOS E as the standard for County arterial and collector streets that are located outside of the designated exception area. This level of service standard encourages the concentration of new development in established mixed use centers, maximizing the infrastructure investment in the centers while minimizing urban sprawl. Improvements in the operation of the transportation system should outweigh localized deficiencies. Improvements in the urban environment should outweigh deficiencies in the transportation system.

As the County transitions, the methods used by the County to measure its progress toward transportation goals must also transition. In addition to conventional methods of measurement, the County will continue to employ a variety of techniques and procedures.



- The County will continue addressing traffic safety through the County's accident analysis program.
- The County will continue to conduct special area and corridor transportation studies in order to refine the data reported in the Plan and to evaluate alternative transportation improvements, such as the use of Intelligent Transportation (IT) systems.
- The County will continue to conduct detailed studies of specific roadway segments such as travel time/delay studies as a means of evaluating levels of service and mobility, and transportation systems management options for improvement of roadway corridor usages.
- In transit-oriented development and redevelopment corridors and mixed use centers where conventional level of service standards alone fail to ensure that the desired land use pattern and desired levels of measure—all mobility and accessibility are achieved options, the County, in concert with the cities, will develop multi-modal mobility strategies level-of-service standards and implementation methodologies.

Issue TRA 3

Key Themes of the Central Florida Regional Growth Vision

The regional vision developed through the “How Shall We Grow?” planning efforts focused development within centers and corridors in order to protect the character of surrounding Countryside I and Conservation Areas. The identification of growth and redevelopment areas also allows a range of transportation options, including transit, to be provided in an efficient manner. To implement this vision, the County must prioritize its regulatory focus, its investments, and its incentive programs. The County recognizes that its existing long-range planning program has already established the framework for support of the principles of the Central Florida Regional Growth Vision (“How Shall We Grow?”). The 2008 Evaluation and Appraisal Report (EAR)-Based Amendments to the Comprehensive Plan and this Transportation Element further the County's support of that Regional Growth Vision by addressing transportation needs in terms of its key themes – Conservation, Countryside, Centers, and Corridors – and by articulating methods of achieving the Regional Vision principle of providing a variety of transportation choices, with each set of choices designed to meet the needs within the theme areas.

Countryside and Conservation

The focus of transportation in Countryside areas (the County's designated East Rural Area) is in the private automobile. Land uses in rural areas are spaced far apart, with residential density at 1 unit per 5 to 10 acres. Rural land is dedicated to environmental conservation, agriculture, and very low density residential. For daily needs, rural residents must travel some distance to the urban area, or to small neighborhood centers. The typical cross section for rural roadways is designed to omit urban amenities such as sidewalks, curb and gutter drainage, and lighting. At such low densities, walking is not a logical mode of travel for work or shopping purposes; however, where deemed necessary, sidewalks may be incorporated into a particular cross section. Biking in the countryside is primarily for recreational purposes. Public transit, an urban service, is not economically sustainable in areas of low population density. Paratransit and family and friends serve those that are not independently mobile.

Corridors

Developing and redeveloping corridors present a mix of transportation options, due to greater concentrations of residents, employers and other destinations. These corridors also present a mix of transportation needs. Seminole County residents become a part of



regional traffic when they use State roads to access jobs and services in Orange, Lake and Volusia Counties. The office and commercial land uses within development corridors have a regional and countywide draw, and thus the streets that serve them carry both county and regional traffic. Finally, the retail that is mixed in with the office and commercial uses serves the neighborhoods that are directly adjacent to the development corridor. ~~The All~~ development is linear in form - a thin veneer of office, commercial, and retail masks the large neighborhoods directly behind it.

With a growing County in terms of population and economy, the traffic must increase on the current arterial system since geography and development patterns dictate no new major arterials. As the economy grows and transitions, the redevelopment on the County's development corridors will mix land uses, serving not only regional traffic but neighborhood residents as well. Yet, with increased traffic on limited arterials, congestion and travel time will increase for residents forced to travel on the arterials; therefore, a greater need for travel alternatives such as transit arises.

This Comprehensive Plan addresses these issues by encouraging local roads, bicycle facilities, sidewalks, trails and transit to provide connections between areas so that residents can travel using alternate modes and without ~~greatly using the~~ congested corridors. Commuter rail and supporting bus connections will provide connections between corridors and other regional centers. This plan also seeks to manage and consolidate access along roads so that the roadway can serve the dual purpose of moving through vehicles as well as serving the local accessibility of mixed use corridors. ~~The Plan encourages access management through internal connections, alleys, cross-access agreements, and other mechanisms.~~

Centers

In mixed use centers, the kind of development seen along on development corridors is concentrated into a single urban space, and residential and other land uses may occur on the same parcel or within the same structure. Frequently located at the crossroads of development corridors, mixed use centers are distinctly different. There is a higher concentration of development and higher density of residential uses, and a sense of "place" is possible. Development patterns are more pedestrian-oriented, allowing for greater ease of service by bicycle, foot and public transit. The centers themselves may serve as transfer points between travel modes. A center may be served by both local and express transit, may contain pedestrian and bicycle connections to another center, and may contain intermodal facilities (rail stations with bus and taxi stops, for example). City downtowns that remain vibrant, or have redeveloped successfully, are examples of these mixed use centers.

As economic development continues to add jobs to activity centers, these areas begin to mix land uses with the inclusion of public buildings, multi-family residential and other uses less emphasized not previously developed in Seminole County. The transportation needs that emerge stem from mobility and accessibility needs to and from and within centers. Residents from outside Seminole County will be attracted to regional job opportunities and travel long distances. Seminole County residents will travel shorter distances to mixed use centers. Finally, when commuters, shoppers, and residents come together in the center, effective circulation within the center becomes paramount. This Comprehensive Plan addresses these needs by encouraging a full network of roads, bike ways, and sidewalks within centers, effective and efficient transit to/from and between centers, and a network of local arterials so that regional commuting traffic is encouraged to shift more to on Interstate 4, SR 417, and using the commuter rail system.



- Multi-modal analysis;

Policy TRA 1.1.5.2 Multi-Modal Transportation ~~LOS Analysis~~ Long-Term Strategies Techniques/Standards

~~By 2011, the County, in concert with its cities, shall use public workshops to develop and adopt long-term strategies to support and fund mobility within designated exception areas special area plans, as needed, for the areas of special concern, in consultation with local governments and the Florida Department of Community Affairs. When appropriate, the County shall adopt strategies and additional or alternative level of service standards and methods of applying levels of service standards that recognize that:~~

- Improvements in overall operation of the roadway system outweigh localized deficiencies, and
- Improvements in the overall multi-modal transportation system outweigh deficiencies in the roadway system, and
- Improvements in the overall urban environment outweigh deficiencies in the transportation system.

These multimodal level of service standards shall address accessibility for vehicular traffic, pedestrians, cyclists, transit and other modes.

Policy TRA 1.1.6 Measurement of Roadway Operational Level of Service

The Seminole County Generalized Maximum Service Volumes for Arterial and Collector Roadways are an appropriate guideline for comparing the LOS for different years, in order to establish the extent of traffic service improvement or deterioration over time.

The generalized guidelines are not an appropriate indicator of the actual operational LOS or of the improvement needed to correct a LOS that is deemed "deficient". Rather, the generalized guidelines, when applied to a specific road link, should be interpreted as meaning that under worst-case conditions, the "deficient" link might need improvement of some type, and that further analysis using the more rigorous procedures of the 2000 Highway Capacity Manual is warranted. It is further emphasized that even where a road link is found to be deficient according to Highway Capacity Manual methods, the appropriate remedy to restoring a satisfactory LOS is not necessarily widening of the link, but could instead be:

- Intersection improvements,
- Signal timing changes;
- Turning or auxiliary lanes;
- Access management;
- Reclassification of the road;
- Signal removal;
- Improvements in parallel corridors;
- Mass transit improvements;
- Improvement in other modes of travel; or
- Numerous other traffic engineering measures.

**Policy TRA 1.1.8 Annual Evaluation of State Constrained/Backlogged Facilities**

At least annually, the County shall determine the need to evaluate the operating conditions on constrained and backlogged State roadway facilities in order to determine whether operating conditions have been maintained.

Policy TRA 1.1.9 Transportation Facility Transfer Standards

The County shall oppose any transfer of roadways to the County's jurisdiction unless the roadways are improved to meet County established operational level of service and design standards and are accompanied by a commensurate level of operating funding or additional local authority to generate funding without referendum.

Policy TRA 1.1.10 Alternative Land and Mobility Development Proposals

The County may consider some alternative reasonable land use, development projects linked to mobility projects, development agreements or development phasing when a development order is subject to denial on the basis of existing substandard operational level(s) of service on the major road system within that portion of the County that is not included within the Transportation Concurrency Exception Area (TCEA).

Policy TRA 1.1.11 Prior Development Order Conditions Remain Valid

Developments approved prior to the adoption of this Plan with conditions to improve the transportation system shall not be exempted from those conditions as a result of adoption of any LOS standard or any County Comprehensive Plan provision. To that end, nothing in this Plan shall be deemed or construed to eliminate or obviate any development condition placed upon a development as a condition of approval.



GOAL TRA 2 CENTERS AND CORRIDORS

By 2011, the county shall adopt and implement long term strategies to support and fund mobility within the designated Transportation Concurrency Exception Area (TCEA) that will develop and maintain an effective, convenient and economically feasible multi-modal transportation system within its development/redevelopment corridors and mixed use centers. The strategy, developed through public workshops and in concert with its cities and Orange County, shall -that provides a balance between access and mobility, supports development of infill parcels and redevelopment of adjacent land uses in a manner compatible with surrounding uses, and is compatible with the economic viability and natural features aesthetics of the County.

OBJECTIVE TRA 2.1 STRATEGIES AND LEVEL OF SERVICE STANDARDS

The County shall establish and utilize strategies and level of service standards for the provision of a multi-modal transportation system (including pedestrian and bicycle facilities, mass transit and paratransit services, the County Road System and the portion of the State Highway System in the unincorporated area of the County), both within the TCEA and outside of it, that will measure progress toward achieving the stated goal through implementation of the following policies.

Policy TRA 2.1.1 County Transit Level of Service Standard

The existing following operational level of service standard for transit services of is adopted: 1.03 revenue miles per capita per year, based on the estimated functional population within the transit service area as depicted in *Exhibit TRA: Transit Service 2007*, shall be evaluated before 2011 to determine if differing levels of service are needed within centers and along specified urban development/redevelopment corridors. Corridors to be evaluated include, but are not limited to: US 17-92, urban portions of State Road 46, Lake Mary Boulevard, State Road 434 and State Road 436.

Policy TRA 2.1.2 County Road Level of Service Standards

The County shall establish operational level of service standards for the peak operating hours based on the 2000 Highway Capacity Manual. For arterial and collector roadway segments on the County's major road system the adopted level of service standards shall be as follows:

- All County Roadways within Development/Redevelopment Corridors: LOS FE
- All County Roadways within, or impacted by traffic from, Mixed Use Centers: LOS E
- All County collectors other roadways in Urban Neighborhoods: LOS E
- Special Transportation Areas: LOS E or determined in accordance with provisions of the Comprehensive Plan
- Facilities parallel to exclusive or facilities: LOS E
- Physically/Policy constrained facilities: Not degrade more than 20% below applicable standard
- All County Arterial Roadways within designated Transportation Concurrency Exception Areas: LOS F

Exhibit TRA: Generalized Maximum Service Volumes for County Arterial and Collector Roadways shows maximum service volumes for urban arterial and collectors roadways

parking and showers as parts of Interlocal Agreements or other instruments, pursuant to Policy IGC 8.2;

- Roadway design standards to establish streets that emphasize the safe movement of pedestrians, bicyclists and transit circulation;
- Revised parking standards, including reduced parking requirements for transit supportive uses and provisions for shared parking;
- Transportation mitigation for development and redevelopment projects through CRA funding for improvements to bicycle, pedestrian and transit systems, including sidewalks;
- Recommended additional mobility improvements and funding sources; and
- Operation by the CRA or other mechanism identified in the updated CRA Plan of a ride share or ride matching program, pursuant to Policy IGC 8.2

Policy TRA 2.1.18 Transportation Concurrency Exception Area (TCEA) Designated by State Law: Long-term Strategies to Support and Fund Mobility.

By 2011, Seminole County and its cities shall develop, adopt into their comprehensive plans, and shall implement, long term strategies that support and fund multi-modal mobility facilities for major development/redevelopment corridors and mixed use centers within that portion of the County designated as a TCEA and depicted on Exhibit TRA: Dense Urban Area/Transportation Concurrency Exception Area. The strategy shall be developed through the use of public input workshops that involve interested residents, property and business owners, and commuters who work in Seminole County. Orange County and the City of Maitland shall also be invited to participate in developing the strategy, in order to ensure regional coordination. The corridors that shall be included in the mobility strategy, in addition to the TCEA approved in 2008 for the US 17-92 Community Redevelopment Area (CRA) corridor, shall include:

- State Road 46 (urban portions);
- Lake Mary Boulevard,
- State Road 434; and
- State Road 436.

Mixed use and redeveloping centers that may be included in this strategy include, at a minimum:

- County seat/ Sanford Central Business District Community Redevelopment Area;
- Altamonte Springs Uptown Altamonte, including Cranes Roost and Altamonte Mall;
- Casselberry Central Business District;
- Fern Park
- Lake Mary Central Business District;
- Oviedo Marketplace;
- Winter Springs Town Center; and
- Future transit-oriented developments serving major transportation facilities

The strategy shall examine the creation of variable method transportation areas that may establish area-specific levels of service for public transit, bicycle facilities and pedestrian facilities and establish methods of funding same. The strategy shall also identify appropriate



land use mixtures, performance frameworks, funding and Land Development Code amendments necessary to support the mobility strategy.

~~Policy TRA 2.1.18 – Transportation Concurrency Exceptions for Specified Infill Developments Meeting Standards within the Land Development Code~~

~~The Seminole County Board of Commissioners finds that under certain limited circumstances dealing with transportation facilities, countervailing planning and public policy goals may come into conflict with the requirement that adequate public facilities be available concurrent with the impacts of such development. The unintended consequence of the transportation concurrency requirement in such instances is the redirection of infill growth or redevelopment from the urban area to Rural Areas or areas with environmentally sensitive lands, thereby discouraging urban infill development, urban revitalization and urban redevelopment. Consequently, this policy provides for exceptions from the transportation concurrency requirements of the Comprehensive Plan and Land Development Code (LDC), in compliance with the requirements specified by the LDC. The proposed project must be, at a minimum:~~

- ~~1. Consistent with the Seminole County Comprehensive Plan;~~
- ~~2. Compatible with surrounding land uses; and~~
- ~~3.1. Related to and supportive of the provision of public transit, including commuter rail.~~



The County will schedule public hearings in the manner as with a request for future land use amendment and rezoning. The Board of County Commissioners, at a public hearing, may either:

- a Find the existing zoning classification appropriate and adopt a compatible future land use designation; or
- b Find the existing zoning classification inappropriate and adopt a zoning classification compatible with the future land use designation; or
- c Find the existing future land use designation and zoning classification inappropriate and adopt a future land use designation and zoning classification compatible with surrounding uses.

Reduction of Nonconforming Zonings

Nonconforming zonings exist where a lot or parcel of land is assigned a zoning classification that is less intense than the future land use designation assigned to the lot or parcel and the zoning classification does not result in compatibility conflicts with surrounding land uses. An existing lot or parcel with an R-1A (Single-Family Dwelling District) zoning classification, within an existing Office future land use designation, is an example of a nonconforming zoning. Nonconforming zonings may continue until the lot or parcel is developed and/or redeveloped, at which time the lot or parcel must be rezoned to an allowable and compatible zoning classification within the existing future land use designation. These lots and/or parcels do not reflect an inconsistency between the Comprehensive Plan and the County's land development regulations.

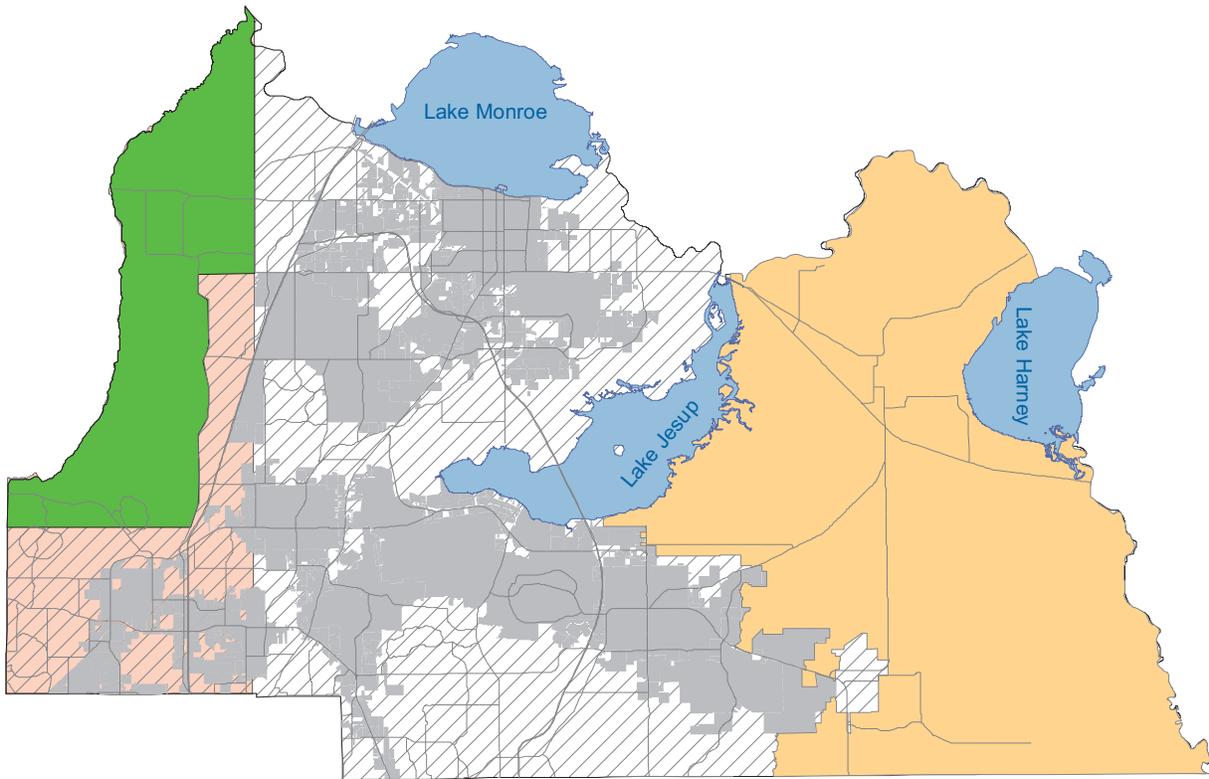
The County shall reduce nonconforming zonings through the following procedure:

- A Identify the lot or parcel on the Future Land Use Map and Zoning Map where a nonconforming zoning exists.
- B Administer the following procedures for establishing consistency:
 - A Lots or parcels where the zoning classification assigned to the lot or parcel is less intense than the future land use designation assigned to the lot or parcel, development/redevelopment of the lot or parcel under its current zoning classification shall not be permitted.
 - B Lots or parcels assigned the Higher Intensity Planned Development, or any other nonresidential future land use designation with an existing A-1 (Agriculture) zoning classification, are entitled to a building permit for a single family residence consistent with requirements of the A-1 (Agriculture) zoning classification. However, these lots or parcels cannot be subdivided for developed as single-family, detached residential uses.
 - C Lots or parcels may be brought into conformity with the Comprehensive Plan through property owner initiated rezonings or administrative rezonings to an allowable and compatible zoning classification prior to site development/redevelopment.
 - D Lots or parcels within the Suburban Estates future land use designation where the existing zoning classification and use is for mobile homes under the RM-1 or RM-2 (Single-Family Mobile Home Residential and Single-Family Mobile Home Park Districts) zoning classifications will be designated in the Comprehensive Plan as nonconforming zonings and the existing use and zoning classification will be permitted to continue until the existing use is discontinued or abandoned. These lots or parcels cannot be developed or redeveloped under the existing zoning classification to expand or maintain an incompatible use. Although technically a nonconforming zoning, the existing use will be considered consistent with the Comprehensive Plan inasmuch as the current property owner/user has a potentially vested property right in continuing the existing use of the property as limited herein and subject to divestiture.

requirements through the proportionate fair-share program, as provided by Section 163.3180(16), F.S., the County must add the transportation improvement or improvements to the five-year Capital Improvements Program (CIP) and five year Schedule of Capital Improvements within the County's Comprehensive Plan Capital Improvements Element (CIE) at the next regular update of those documents.

- b. The five-year Schedule of Capital Improvements must include both necessary facilities to maintain the adopted level of service standards to service new development proposed to be permitted, and the necessary facilities required to eliminate those portions of existing deficiencies which are a priority to be eliminated during the five year period under the County's Schedule of Capital Improvements in this Comprehensive Plan.
- c. The County uses a realistic, financially feasible funding system based on currently available revenue sources as defined in Chapter 9J-5.003(29), Florida Administrative Code, including any funds generated through the proportionate fair-share option as provided in Section 163.3180(16), F.S. and determined according to the methodology included in the Land Development Code in accordance with Section 163.3180(12), F.S. The revenues must be adequate to fund the public facilities required to serve the development authorized by the development order or development permit, and which public facilities are included in the five year Schedule of Capital Improvements in this Comprehensive Plan, or, in the case of a transportation project to be funded through the proportionate fair-share program as provided by Section 163.3180(16), F.S., the improvement is added to the five-year Schedule of Capital Improvements at the next regular update of those documents.
- d. The five year Schedule of Capital Improvements in this Comprehensive Plan must include the estimated date of commencement of actual construction and the estimated date of project completion.
- e. The five year Schedule of Capital Improvements in this Comprehensive Plan must demonstrate that the actual construction of the roads and mass transit facilities are scheduled to commence in or before the third year of the five-year Schedule of Capital Improvements.
- f. An amendment to this Comprehensive Plan is required to eliminate, defer, or delay construction of any road or mass transit facility needed to maintain the adopted level of service standard and is listed in the five-year Schedule of Capital Improvements in this Comprehensive Plan.
- g. The County shall continue to enforce land development regulations, which, in conjunction with the Capital Improvements Element, ensure issuance of development orders and permits in a manner that will assure that the necessary public facilities will be available to accommodate the impact of that development.
- h. The County shall continue to enforce a monitoring system which determines whether the County is adhering to the adopted level of service standards and the Schedule of Capital Improvements in this Comprehensive Plan, and which demonstrates the County's capability of monitoring the availability of public facilities.

Dense Urban Land Area Transportation Concurrency Exception Area



5
Miles

LEGEND



-  Rural Charter Area
-  Wekiva River Protection Area
-  City Dense Urban Land Areas (DULAs) - TCEAs
-  County Dense Urban Land Area (DULA) - TCEA
-  Wekiva Study Area

NOTE: That portion of the DULA Area within the Wekiva Study Area is NOT exempt from DRI requirements.

(TRA - Effective date of information: 08/2009)

**RESPONSE TO SENATE BILL 360
CLARIFICATION OF SIMULTANEOUS PROCESSING OF LAND
USE/REZONING GROUP OF AMENDMENTS**

Services and Facilities:

This land use requires a full range of urban services and facilities (see *Exhibit FLU: Services and Facilities By Classification*).

Special Provisions:

- A Development Intensity: To maximize the use of land designated for higher intensity uses and to prevent sprawl or scattered development of higher intensity uses into adjacent residential areas, minimum permissible building height and land use density requirements shall be enforced.
- B Compatibility: Special area development plans including standards and options for "stepping down" building heights and transitioning of land uses (e.g., gradual reduction of intensities and uses) are required to minimize visual and noise impacts on adjacent residential developments. Performance standards shall be provided in the Land Development Code.
- C Agricultural Lands: Parcels of land currently used for agricultural purposes, developed parcels or parcels which had site plan approval prior to December 8, 1987, shall be deemed to be compatible with and further the goals, policies, provisions, densities, intensities, and land uses provided for in this Plan.
- D Requirements for Parcels Approved Before December 8, 1987: For parcels of land which were developed or had site plan approval prior to December 8, 1987, under zoning classifications other than the permitted zonings shown in Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications, additions to existing structures shall be permitted without undergoing a rezoning. However, to adequately address impacts of development, the following procedures will be used:
 - 1 Development applications shall be forwarded to the appropriate staff for review and to propose conditions for infrastructure improvements (e.g., road, drainage, water and sewer plans) to adequately serve the project and conditions for Comprehensive Plan compliance.
 - 2 Conditions may be imposed as part of the permit approval. Applicable Land Development Code appeal procedures are available.
- E Development within this Future Land Use Designation Requires Rezoning: Plan amendments to Higher Intensity Planned Development will require a future rezoning to enable a HIP development to proceed. If a ~~must be accompanied by a~~ rezoning request is submitted simultaneously with a plan amendment, the following conditions shall apply: (a) the plan amendment shall be accompanied by data and analysis supporting the ability of the County and/or other service providers to meet service demands at the maximum density and/or intensity allowable by the future land use designation, regardless of the density or intensity of a proposed rezoning; (b) the proposed rezoning shall be processed as a separate case with a separate staff analysis; (c) an approval of a rezoning shall not become effective until 22 days after publication of an unchallenged Notification of Intent to Find the Future Land Use amendment In Compliance by the State Department of Community Affairs (Department); and (d) a preliminary master plan/site plan is a required submission with the rezoning application which would then become a condition of zoning approval; said preliminary plan shall provide sufficient detail to demonstrate compliance with the performance standards contained in this section of the Seminole County Comprehensive Plan (Plan) and standards implementing the policies of the Plan as provided for in the Land Development Code.
- F Development Phasing: Development of the phases of a mixed use development must be timed concurrent with facility capacity to ensure the provision of adequate public services according to adopted standards (see Exhibit FLU: Services and Facilities By Classification) and facility plans. Each phase must be self-sufficient on a cumulative basis in case subsequent phases are delayed or abandoned.
- G Access within the Development: High intensity planned developments shall be designed to have safe and plentiful ways for vehicles, bicycles and pedestrians to travel between and among the several uses and activities if developed as a mixed use development. Sidewalks, cross access easements, connected parking lots, and other similar means of providing full internal access are typical components.

- F Medium density residential uses and lower intensity office uses may only be located adjacent to existing subdivisions as a buffer for the existing subdivisions from future target industry development if such development provides adequate areas on the development site to buffer the residential uses from future target industry development; and
- G Public elementary schools, public middle schools and public high schools.
- H This land use provides for a variety of business and industry development having the following characteristics:
 - 1 Basic industry providing goods and services to markets outside the region;
 - 2 High growth potential industries such as information based businesses, headquarters and health care; and
 - 3 Business and industry providing high average annual wages, high property tax potential, high value added, and economic multiplier effects.

The ultimate specific business and industry types within these areas are subject to economic cycles and the timing of individual property owners(s) proposals and therefore should not be specifically designated on the *Exhibit FLU: Future Land Use Map*. Rather, these areas should remain flexible in terms of future uses while ensuring that the uses developed can meet particular standards for facility capacity and land use compatibility.

Zoning:

Zoning classifications allowed in this land use designation are presented in *Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications*.

Services and Facilities:

This land use requires a full range of urban services and facilities (see *Exhibit FLU: Services and Facilities By Classification*).

Special Provisions:

- A Development Intensities: The County shall apply the maximum development intensities in *Exhibit FLU: Future Land Use Designations and Zoning Classifications* and the “Purpose and Intent” Statement of this Section as a guide to HIP-Target Industry development. The criteria for establishing appropriate intensities includes compatibility with surrounding existing and planned uses, adequacy of existing and programmed public services and facilities, economic development objectives, and consistency with the Plan and site characteristics.
- B Compatibility: Special area development plans including, but not limited to, standards and options for "stepping down" building heights and transitioning land uses (e.g., gradual reduction of intensities and uses) are required to minimize visual and noise impacts on adjacent residential developments.
- C Agricultural Lands: Parcels of land currently used for agricultural purposes, developed parcels or parcels which had site plan approval prior to December 8, 1987, shall be deemed to be compatible with and further the goals, policies, provisions, densities, intensities, and land uses provided for in this Plan.
- D Requirements for Parcels Approved Before December 8, 1987: For parcels of land which were developed or had site plan approval prior to December 8, 1987, under zoning classifications other than the permitted zonings shown in Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications, additions to existing structures shall be permitted without undergoing a rezoning. However, to adequately address impacts of development, the following procedures will be used:



- 1 Development applications shall be forwarded to the appropriate staff for review and to propose conditions for infrastructure improvements (e.g., road, drainage, water and sewer plans) to adequately serve the project and conditions for Comprehensive Plan compliance.
 - 2 Conditions may be imposed as part of the permit approval. Applicable Land Development Code appeal procedures are available.
- E Development within this Future Land Use Designation Requires Rezoning: Plan amendments to Higher Intensity Planned Development will require a future rezoning to enable a HIP development to proceed. If a must be accompanied by a rezoning request is submitted simultaneously with a plan amendment, the following conditions shall apply: (a) the plan amendment shall be accompanied by data and analysis supporting the ability of the County and/or other service providers to meet serve demands at the maximum density and/or intensity allowable by the future land use designation, regardless of the density or intensity of a proposed rezoning; (b) the proposed rezoning shall be processed as a separate case with a separate staff analysis; (c) an approval of a rezoning shall not become effective until 22 days after publication of an unchallenged Notification of Intent to Find the Future Land Use amendment In Compliance by the State Land Planning Agency; and (d) and preliminary master plan/site plan is a required submission with the rezoning application , which would then become a condition of zoning approval; said preliminary plan shall provide sufficient detail to demonstrate compliance with the performance framework contained in this section of the Seminole County Comprehensive Plan (Plan) and regulations implementing the policies of the Plan, as provided for in the Land Development Code.
- F Development Phasing: Development of the phases of a mixed use development must be timed concurrent with facility capacity to ensure the provision of adequate public services according to adopted standards (see *Exhibit FLU: Services and Facilities By Classification*) and facility plans. Each phase must be self-sufficient on a cumulative basis in case subsequent phases are delayed or abandoned.
- G Access within the Development: High intensity planned developments shall be designed to have safe and plentiful ways for vehicles, bicycles and pedestrians to travel between and among the several uses and activities if developed as a mixed use development. Sidewalks, cross access easements, connected parking lots, and other similar means of providing full internal access are typical components.
- H Access to Adjacent Developments: If developed as a mixed use development, high intensity planned developments shall provide access for vehicles, bicycles and pedestrians throughout the site and from the mixed use development to adjacent activities and uses for ease of travel and reduction of trips on main thoroughfares. Access to residential neighborhoods shall be designed to prevent cut-through traffic and intrusion of adverse impacts. Design concepts shall include a roadway design for mixed use areas that does not adversely impact established residential areas.
- I Shared Facilities: High intensity planned developments developed as mixed use developments are intended to offer advantages of integrated infrastructure (e.g., shared parking, stormwater facilities and signage, etc.) to reduce costs, reduce the provision of excess facilities and improve visual appearance.
- J Special Services: Higher intensity development may require special services such as aerial fire equipment, transit facilities and effluent re-use to meet public safety needs and to offset facility capacity impacts.

Higher Intensity Planned Development (HIP)- Airport

Purpose and Intent:

The purpose and intent of this land use designated is to ensure a land use pattern surrounding the Orlando Sanford International Airport that is supportive of the Airport in compliance with Section 163.3177(6)(j)(7), Florida Statutes , and that takes advantage of the presence of the Airport as an economic engine. The maximum density and intensity permitted in this HIP designation is 30 dwelling units per net buildable acre and Floor Area Ratio of 1.0. This land use is designated along major expressway, collector, and arterial roadway corridors, and interchange areas where location factors and higher land values tend to attract higher intensity development and



Zoning:

Zoning classifications allowed in this land use designation are presented in *Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications*.

Services and Facilities:

- A This land use requires a full range of urban services and facilities (see *Exhibit FLU: Services and Facilities By Classification*).
- B In addition to development phasing concurrent with major public roadway improvements, the following provisions are required to maintain roadway capacity and minimize traffic congestion for area residents and through travelers:
 - 1 Dedication of necessary right-of-way and substantial private investment for interchange ramps, intersection improvements, signalization deficit correction, and feeder road improvements.
 - 2 Use of pedestrian and mass transit facilities to reduce vehicle trips within interchange areas and trips along feeder roads.

Special Provisions:

- A Development within this Future Land Use Designation Requires Rezoning: Plan amendments to Higher Intensity Planned Development will require a future rezoning to enable a HIP development to proceed. If must be accompanied by a rezoning request is submitted simultaneously with a plan amendment, the following conditions shall apply: (a) the plan amendment shall be accompanied by data and analysis supporting the ability of the County and/or other service providers to meet service demands at the maximum density and/or intensity allowable by the future land use designation, regardless of the density or intensity of a proposed rezoning; (b) the proposed rezoning shall be processed as a separate case with a separate staff analysis; (c) an approval of a rezoning shall not become effective until 22 days after publication of an unchallenged Notification of Intent to Find the Future Land Use amendment In Compliance by the State Land Planning Agency ; and (d) a preliminary master plan/site plan is a required submission with the rezoning application which would then become a condition of zoning approval; said preliminary plan shall provide sufficient detail to demonstrate compliance with the performance framework contained in this section of the Seminole County Comprehensive Plan (Plan) and regulations implementing the policies of the Plan as provided for in the Land Development Code.
- B Requirements for Parcels Approved Before December 8, 1987: For parcels of land which were developed or had site plan approval prior to December 8, 1987, under zoning classifications other than the permitted zonings shown in *Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications*, additions to existing structures shall be permitted without undergoing a rezoning. However, to adequately address impacts of development, the following procedures will be used:
 - 1 Development applications shall be forwarded to the appropriate staff for review and to propose conditions for infrastructure improvements (e.g., road, drainage, water and sewer plans) to adequately serve the project and conditions for Comprehensive Plan compliance.
 - 2 Conditions may be imposed as part of the permit approval. The Land Development Code shall include appeal procedures.
- C Development Phasing: Development of the phases of a mixed use development must be timed concurrent with facility capacity to ensure the provision of adequate public services according to adopted standards (see *Exhibit FLU: Services and Facilities By Classification*) and facility plans. Each phase must be self-sufficient on a cumulative basis in case subsequent phases are delayed or abandoned.
- D Access within the Development: Higher intensity planned developments shall be designed to have safe and plentiful ways for vehicles, bicycles and pedestrians to travel between and among the several uses and



**CLARIFYING THE SEMINOLE COUNTY PROCESSES
GROUP OF AMENDMENTS**



EVALUATION AND APPRAISAL REPORTS

Local governments must complete an Evaluation and Appraisal Reports (EAR) every seven (7) years, as required by Part II, Chapter 163, Florida Statutes. The EAR functions as an audit of the successes and shortcomings of the Plan and provides opportunities to identify needed Plan amendments. The 2006 EAR includes an evaluation and assessment of the County's Comprehensive Plan in the following major areas:

- A Evaluation of Major Issues identified during the EAR;
- B Countywide assessment and overview regarding population data and trends; changes in land area, summaries of vacant and developable land; and relevant trends that reveal the County's existing conditions and future directions;
- C Financial feasibility of implementing the Plan;
- D Location of development in relation to the location of development anticipated in the Plan;
- E Relevant changes in Growth Management Laws and Administrative Codes since the last EAR;
- F An assessment of the achievements of Plan Objectives, as related to major issues;
- G Brief assessment of the successes and shortcomings of the Objectives of each Plan element;
- H Special topics as may be required from time-to-time;
- I Identification of any actions or corrective measures needed for the Plan, including whether Plan amendments are anticipated to address major issues identified in the EAR;
- J Summary of the public participation program and activities undertaken in preparing the EAR;
- K Coordination of the Comprehensive Plan with existing public schools;
- L The extent to which Seminole County has been successful in identifying alternative water supply projects and traditional water supply projects;
- M The extent to which the Concurrency Management System has achieved its purpose; and
- N Recommended changes to update the Plan, and possibly the Land Development Code.

Preparation and adoption of the EAR must follow similar procedures as for adoption of the Comprehensive Plan.

ANNUAL CAPITAL IMPROVEMENTS ELEMENT UPDATES

The Capital Improvements Element identifies the need for public facilities, level of service standards, cost of facilities, revenue sources, and a schedule for funding and construction of improvements for a five (5) year period. An annual review and update of this Element is coordinated with the County's annual budget process, as required by Chapter 163, Florida Statutes.

COMPREHENSIVE PLAN UPDATES/AMENDMENT ADOPTION PROCESSES

Major updates to the County's Comprehensive Plan may result from recommendations contained in the Evaluation and Appraisal Report. ~~However, t~~he County, from time-to-time, may also adopt administratively initiated amendments (Small and Large Future Land Use Map Amendments or Text Amendments) to the Plan, most often associated with changes in legislation or changes in County needs, redevelopment and growth trends. Future Land Use Map amendments may also be adopted in response to applications submitted by property owners.

Large scale amendments are defined as all text amendments that are not directly connected to a map amendment, and Future Land Use Map amendments affecting more than 10 acres of land, or increasing residential densities to greater than 10 units per acre.

The amendment process is as follows:

- A The Planning and Zoning Commission, serving as Local Land Planning Agency (LPA), shall hold the initial public hearing after publication of the first advertisement for public hearing pursuant to requirements of State Law. The LPA may recommend transmittal, transmittal with amendments or denial of transmittal of an amendment.
- B The Board of County Commissioners shall hold a second public hearing for transmittal after publication of advertisement for public hearing pursuant to requirements of State Law. If approved for transmittal, the amendment proceeds to the State Land Planning Agency and all required review agencies. Seminole County may request the issuance of an Objections, Recommendations and Comments (ORC) report, or request that the review not be conducted, but the decision will be made by the State Land Planning Agency
- C Review agencies send comments to the State Land Planning Agency within 30 days of a ruling by the State Land Planning Agency that the application is complete.
- D Within 35 days of receiving a complete amendment application, the State Land Planning Agency notifies Seminole County if there will be a full review (ORC). The ORC must be issued within 60 days of receiving the complete amendment application.
- E Within 60 days of receiving an Objections, Recommendations and Comments (ORC) report (or 120 days if the amendment is based on an Evaluation and Appraisal Report), Seminole County shall adopt, adopt with revisions to address issues in the ORC, or deny an amendment.
- F If the County adopts the amendment, the amendment must be resubmitted to the State Land Planning Agency within 10 days.
- G If the amendment was not reviewed in detail (an ORC report was not issued); or there were no objections in an ORC report that was issued and the County adopts the amendment with no additional changes, the State Land Planning Agency issues its Notice of Intent (NOI) to find the amendment is compliance with State Law within 20 days of receiving the adopted amendment. An affected party then has 21 days to challenge the finding. An affected party challenge results in an Administrative Hearing.
- H If the amendment was reviewed in detail and objections were raised (an ORC report was issued) or the County adopts the amendment with changes, the State Land Planning Agency may issue its NOI within 45 days or may issue a 'Not In Compliance' finding. If the State Land Planning Agency issues the NOI, an affected party has 21 days to challenge the finding. If a 'Not In Compliance' finding is issued, an Administrative Hearing is scheduled. Administrative Hearings result in final orders regarding the amendment.

Small scale amendments are not reviewed for compliance by the State Land Planning Agency unless an affected party requests a review, or the State Land Planning Agency questions the findings of the local government. The steps for small scale amendments include the required public notification and local public hearings at both the LPA and the Board of County Commissioners, followed by submission of adopted amendments to the State Land Planning Agency and the East Central Regional Planning Council.

LAND DEVELOPMENT CODE UPDATES

Major updates to the County's Land Development Code (LDC) often result from recommendations within the EAR or the Comprehensive Plan itself. The County may also amend the LDC to address new legislation or provide standards, procedures, or minimum requirements that protect the health, safety, and general welfare of the citizens of Seminole County.

Several Elements of the Plan recommend changes to the County's Land Development Code to implement the goals, objectives and policies of the Plan. These policies may or may not provide a target completion date.



During 2009, ~~the County is revising proceeding with a major "overhaul" of~~ the existing LDC for the following purposes ~~of~~:

- A Creating a user friendly and more easily understandable LDC;
- B Providing a link between regulations of common subject matter within the LDC;
- C Providing a link between the LDC and the County's Comprehensive Plan;
- CD Addressing changes recommended by the 2006 Evaluation and Appraisal Report (EAR); and
- ~~D~~ Providing a link between the LDC and the County's Integrated Network (SCI.Net) program; and
- E Modernizing the standards, regulations, and provisions of the LDC

FUTURE LAND USE MAP AMENDMENTS UPDATES

Property owners may initiate Future Land Use Map amendments in accordance with policies and procedures established by the Board of County Commissioners for small and large scale Plan amendments. The procedure for processing Future Land Use Map amendments for properties located within that portion of the County that is eligible for the Alternate State Review Process established under subsection 163.32465, Florida Statutes varies from the procedure followed for those portions of the County contained within areas designated as rural, as noted above. The County may also initiate Future Land Use Map amendments (administrative updates) to the Plan. Part II, Chapter 163, Florida Statutes (F.S.), establishes procedures and criteria (generally described in *Exhibit IMP: Requirements for Plan Amendments and Plan Updates*) for each type of amendment. All applicants requesting Future Land Use Map amendments must submit data and analysis demonstrating that the proposed amendment is consistent with the Goals, Objectives and Policies of the Seminole County Comprehensive Plan and will not create an internal inconsistency within the Plan that violates State Law. The minimum standards that must be met by an applicant submitting a proposed amendment to the Future Land Use Map include the following:

- A Documentation supporting the finding that the proposed land use change will not require a change in the adopted Level of Service for potable water, or that projects contained within the capital budget of a non-Seminole County service provider, or the adopted Capital Improvements Element of the Seminole County Comprehensive Plan will ensure that the Level of Service will not be reduced by the proposed amendment and that service could be available upon demand.
- B Documentation supporting the finding that the proposed land use change will not require a change in the adopted Level of Service for sanitary sewer service (wastewater), or that projects contained within the capital budget of a non-Seminole County service provider, or the adopted Capital Improvements Element of the Seminole County Comprehensive Plan will ensure that the Level of Service will not be reduced by the proposed amendment and that service could be available upon demand.
- C Documentation supporting the finding that the proposed land use change will not require a change in the adopted Level of Service for drainage (stormwater management), or that projects contained within the capital budget of a non-Seminole County service provider, or the adopted Capital Improvements Element of the Seminole County Comprehensive Plan will ensure that the Level of Service will not be reduced by the proposed amendment.
- D Documentation supporting the finding that the proposed land use change will not require a change in the adopted Level of Service for solid waste, or that projects contained within the adopted Capital Improvements Element of the Seminole County Comprehensive Plan will ensure that the Level of Service will not be reduced by the proposed amendment and that service could be available upon demand.
- E Documentation supporting the finding that the proposed land use change will not require a change in the adopted Level of Service for open space and recreation, or that projects contained within adopted



Capital Improvements Element of the Seminole County Comprehensive Plan will ensure that the Level of Service will not be reduced by the proposed amendment and that service could be available within one year after issuance of a certificate of occupancy for residential uses.

- F A traffic study documenting the anticipated impacts on Levels of Service of the roadway network, public transit, and other mobility modes serving the site of the proposed amendment, and any projects contained within the first five years of the Capital Improvements Element of the Seminole County Comprehensive Plan that would address impacts.
- G Documentation from the Seminole County School District attesting to the fact that the proposed land use amendment would not create a negative impact on adopted Levels of Service for school facilities that would serve the amendment, if the amendment involves an increase in residential density.
- H For amendments proposed within the Environmentally Sensitive Lands Overlay (ESLO), the Wekiva River Protection Area, the Wekiva Study Area, the Econlockhatchee River Protection Area and the East Rural Area, documentation of how the amendment supports and is consistent with the Goals, Objectives and Policies of these areas.

The County is not obligated to treat a proposed future land use designation amendment as a small scale development amendment solely on the basis that it meets the criteria of Section 163.3187, (F.S.) regarding amount of acreage involved or proposed density. The County shall process proposed Future Land Use Map amendments in the method it deems most beneficial to the County. The County may also initiate Future Land Use Map amendments (administratively initiated amendments) to the Plan.

Administratively Initiated Land Use Amendments Updates

Administrative Amendments Updates may occur when there is a need for a land use change based on protection of special areas and natural resources (e.g., the Wekiva River Protection Area), special growth areas (e.g., North I-4 Target Industry Area), at the direction of the Board of County Commissioners, or based on the results of an Evaluation and Appraisal Report. The County may also initiate perform amendments to reflect updates whenever there are major changes or new information regarding planning legislation, development trends, and facility improvements.

The County may prepare a special area study from time-to-time to address a special issue. Special areas studies prepared for approved by the Board since 2001 include the Myrtle Street Area Urban Conservation Village Study (2003) and the Rural Character Plan (2006). Special area studies may or may not generate administratively initiated Future Land Use map amendments.

If administrative amendments are needed, ~~the~~ County would may initiate consider administrative amendments concurrent with one of the twice yearly large scale amendment cycles using the same similar procedures for adoption of the Plan.

FUTURE LAND USE MAP MAINTENANCE UPDATES

The County maintains the Official Future Land Use Map in digital format. The boundaries of the various land use designations are contained in the Future Land Use Map. This map is routinely updated as the Board of County Commissioners adopts future land use amendments to the Comprehensive Plan. The Clerk to the Board of County Commissioners keeps the official copy of the Future Land Use Map.

The Comprehensive Plan includes a full color Future Land Use Map depicting each of the adopted future land use designations, which is updated and republished at least every two (2) years. During the interim, changes in future land use are depicted on the Seminole County Property Appraiser's Internet web page and included with the Plan's Future Land Use Map amendment

FUTURE LAND USE ELEMENT PLAN AMENDMENT STANDARDS OF REVIEW

The Seminole County Comprehensive Plan is designed to preserve and enhance the public health, safety, and welfare through the management of growth, the provision of adequate public services and the protection of natural resources. These purposes are accomplished by the legislative establishment of goals, objectives, and policies that are designed to guide the future growth and development of lands within the unincorporated portions of Seminole County.

All applications for a Plan amendment relating to the development patterns described and supported within the Plan including, but not limited to, site specific applications for changes in land use designations, are presumed to involve a legislative function of local government which, if approved, would be by legislative act of the County and shall, therefore, be evaluated based upon the numerous generally acceptable planning, timing, compatibility, and public facility considerations detailed or inferred in the policies of the Plan. Each application for an amendment to the *Exhibit FLU: Future Land Use Map* by changing the land use designation assigned to a parcel of property shall also be reviewed to determine and assess any Countywide impacts or any significant areawide impacts of the proposed amendment including, but not limited to, the affect of the land use change on either the internal consistency or fiscal structure of the Plan.

This Plan amendment application review and evaluation process will be prepared and presented in a format consistent with the four (4) major categories of Plan policies as follows:

- A Programs: Since the Plan policies address the continuance, expansion and initiation of new government service and facility programs, including, but not limited to, capital facility construction, each application for a land use designation amendment will include a description and evaluation of any Plan programs (such as the affect on the timing/financing of these programs) that will be affected by the amendment if approved.
- B Regulations: The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Comprehensive Plan.
- C Development Policies: Additional criteria and standards are also included in the Plan that describes when, where and how development is to occur. Plan development policies will be used to evaluate the appropriateness of the use, intensity, location, and timing of the proposed amendment.
- D Coordination: Each application for a land use designation amendment will be evaluated to assess how and to what extent any additional intergovernmental coordination activities should be addressed.

STANDARDS OF REVIEW - CATEGORY I

To the extent that an application for a Plan amendment asserts, and County staff agrees, based upon the analysis of the proposal considering the matters set forth herein, that the proposed Plan amendment for a small area, such as a "small scale" amendment (less than 10 acres, and, if residential, fewer than 10 units per acre) or a /single parcel, has predominantly localized impacts which would only require a review emphasizing local area compatibility more than regional or statewide impacts. an individual site compatibility analysis, the amendment application may be evaluated consistent with the requirements for a quasi-judicial review. This review would be site specific and shall include an evaluation of the following criteria: However, applicants submitting either small scale or large scale amendments shall address these criteria, and staff shall evaluate the material submitted by the applicant:



- A Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.
- B Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.
- C Whether the site is suitable for the proposed use and will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.
- D Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).
- E Whether the proposed future land use is compatible with existing surrounding development and future land uses in accordance with FLU Exhibit: Compatible Transitional Land Uses, in terms of community impacts and adopted design standards of the Land Development Code:
- F Whether the proposed use furthers the public interest by providing or enabling the provision of :
 - 1 Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site (applicable to PD Future Land Use);
 - 2 Dedications or contributions in excess of Land Development Code requirements (applicable to PD Future Land Use);
 - 3 A range of obtainable housing opportunities and choices, including affordable or workforce housing;
 - 4 Economic development (enabling higher paying jobs);
 - 5 Reduction in transportation impacts on areawide roads;
 - 6 Mass transit and a variety of transportation choices; or
 - 7 Whether the proposed land use designation is consistent with any other applicable Plan policies, and supports and is consistent with the Central Florida Regional Growth Vision, the Strategic Regional Policy Plan and the State Comprehensive Plan. (Applicant shall cite applicable Goals, Objectives or Policies.)

STANDARDS OF REVIEW -- CATEGORY II

Land Use Densities/Intensities and Allowable Zoning Classifications

All land use designations, zoning classifications and resulting development shall be consistent with the standards set forth in *Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications*, except as specifically set forth in this Plan.

Optional Land Use Designations

The Board of County Commissioners may determine that a land use designation other than the designation requested by the applicant is appropriate. Examples of optional land use designations to the designation applied for are set forth in *Exhibit FLU: Optional Land Use Designations*.

Services and Facilities/~~Internal Consistency of the Comprehensive Plan Concurrency~~

Minimum facilities needed to support a land use designation amendment shall be those defined in *Exhibit FLU: Services and Facilities By Classification* and shall be subject to the requirement of section 163.3177(2), Florida Statutes that coordination of the elements of the local comprehensive plan shall be a major objective of the planning process. Accordingly, applicants for Future Land Use amendment shall submit data and analyses as summarized below. The analyses shall document the fact that the proposed amendment will not cause internal inconsistency within the Seminole County Comprehensive Plan by lowering the adopted levels of service ~~Concurrency Management Standards and provisions~~ contained in the Capital Improvements and Implementation Elements of this Plan.



State/Federal Agency Review

Proposed amendments shall be forwarded to appropriate State agencies (and Federal agencies when appropriate) for review and comment on projects located adjacent to State or Federally owned lands, within any area subject to special provisions of law or upon request of the State or Federal agency.

Data and Analysis

The following data and analysis shall be provided by the applicant as part of the application package to provide adequate time for review by staff and appropriate agencies:

- A Any application for a Plan amendment within an area affected by a special law, such as the Wekiva River Protection Act, must contain a statement of consistency with the provisions of law rendered by the appropriate agency or, if the appropriate agency will not or can-not issue such a statement, the application shall provide sufficient competent evidence to demonstrate consistency with the special provisions of law.
- B Proposed amendments to the Planned Development ~~or Higher Intensity Planned Development~~ future land use designation must be accompanied ~~by with~~ a complete rezoning application (including associated master/site plan). The plan amendment application shall be accompanied by data and analysis supporting the ability of service providers to meet service demands at the density or intensity desired by the rezoning application. An approval of a rezoning shall not become effective until 22 days after publication of an unchallenged Notification of Intent by the State Land Planning Agency. The rezoning application shall be evaluated during the transmittal and adoption hearings relating to the Plan amendment application. For rezoning applications made by property owners, the public hearing for the rezoning may be held concurrently with the adoption of the Plan amendment. In so much as State law requires two (2) public hearings for administratively initiated rezonings, the adoption hearing for the Plan amendment application may serve as the first public hearing on the rezoning application. If State law were to be amended, public hearings may be held in accordance with State law.
- C Traffic studies shall be required to identify the ability of the roadway network and other transportation facilities to accommodate the land use with the existing or programmed network, near-site improvements, project phasing, etc. for all regular (large scale) amendments. Such studies may also be required for small scale amendments where roadways are constrained and public transportation limited.
- D Student generation analysis, based on the student generation rate factors of the Seminole County School District, shall be provided by an applicant seeking an increase in density.
- E Water demand calculations based on adopted levels of service as provided by the water service provider shall be provided by an applicant seeking increases in density and/or intensity of land uses.
- F For an amendment proposed to redesignate land that allows employment to a residential only designation: the potential impact of the proposed amendment on the County's jobs-to-housing balance shall be calculated by the applicant, measured as a ratio between total County employment divided by total allowable housing units (according to statistics available from METROPLAN ORLANDO), plus those proposed by the land use change). As of 2008, the Seminole County jobs-housing ratio is 1.29. If the calculation results in the County ratio falling below a minimum standard of 1.0 jobs per housing unit, the County may recommend an alternative course of action, such as a change of land use to the Mixed Development Future Land Use designation, rather than a Residential Future Land Use designation.
- G Wetlands mitigation plans, where disruption greater than that permitted by the LDC is anticipated to occur, and documentation regarding viability of said mitigation plans from the appropriate agency that has jurisdiction over any impacted regional wetlands.

Amendments to Existing Planned Development Sites

The following standards apply when determining whether a Plan amendment is required for new development proposals on previously approved Planned Development sites:

**OTHER IMPORTANT UPDATES
GROUP OF AMENDMENTS**

- L Absence or presence of overhead powerlines or their presence on only one side of the street with lateral crossings underground;
- M Location and design of signage;
- N Location and design of street lights; and
- O Easements, deed restrictions and other instruments required to perpetually preserve the undeveloped portion of the roadway corridor.

For the purposes of this policy the term "minor roadway system" means Florida Avenue, Lockwood Road, Lake Mills Road/Brumley Road that "loops" Lake Mills, Snowhill Road (formerly Chuluota Bypass), Lake Geneva Road, 1st Street, Lake Harney Road, Old Mims Road/Jungle Road, south of State Road 46, Osceola Road, and Mullet Lake Park Road.

Policy FLU 11.9 Rural Roadway System Level of Service Standards

The County has adopted rural roadway level of service standards. The major and minor roadway system in the Rural Area currently consists of two (2) lane facilities. County Road 419 west of the Snowhill Road (formerly Chuluota Bypass) is the only segment programmed for a four (4) lane improvement. The other roads are not expected to require, nor are they planned to receive, capacity improvements over the 20 year planning period. The County shall discourage additional roadway capacity expansions and proceed to regulate these facilities consistent with the East Seminole County Scenic Corridor Overlay District requirements.

Policy FLU 11.10 Methods of Providing Potable Water Outside of the Adopted Urban Service Area (as depicted in Exhibit FLU: Special Area Boundaries)

Consistent with the provision of services and facilities within the Rural Area, the County shall:

- A Continue to rely primarily upon individual wells as the method of providing potable water to the residents and other occupants outside the urban service area;
- B Encourage private central systems that exist as of the adopting date of this Plan to continue to provide an adequate level of service to users in their respective service areas, although the County shall discourage the expansion of service areas; and
- C Require that new development outside adopted central service areas shall not be designed nor constructed with central water and/or sewer systems. Public and private central systems may be permitted in the future if it is clearly and convincingly demonstrated by the proponents of the system expansion that a health problem exists in a built but unserved area for which there is no other feasible solution. In such cases, the service area expansion plans will be updated concurrent with an areawide administrative land use update.

Policy FLU 11.11 Methods of Providing Sanitary Sewer Outside of the Adopted Urban Service Area (as depicted in Exhibit FLU: Special Area Boundaries)

Consistent with the provision of services and facilities within the Rural Area, the County shall:

- A Continue to rely primarily upon individual septic tank systems as the method of disposal of wastewater outside the urban services area;
- B Encourage private central systems that exist as of the effective date of this Plan to continue to provide an adequate level of service to users in their respective service areas, although the County shall discourage the expansion of service areas;



- 1 Regulating development ~~within adjacent to~~ the River ~~basin~~ in accordance with ~~Policy FLU 1.9 and Policy FLU 1.10~~ the Environmentally Sensitive Lands Overlay (see Policy FLU 1.3);
 - 2 ~~Continuing to regulate~~Regulating development adjacent to the Econlockhatchee River in accordance with the Econlockhatchee River Protection Overlay Standards Classification, ~~which implements Policy FLU 1.10~~;
 - 3 Purchasing properties, when appropriate, with funds from the Natural Lands Program and other Federal, State, and regional programs; and
 - 4 Enforcing provisions in the Land Development Code regarding additional bridge crossings of the Econlockhatchee River.
- E Protect the St. Johns River by:
- 1 Continuing to enforce the Environmentally Sensitive Lands Overlay (see Policy FLU 1.3); and
 - 2 Purchasing properties, when appropriate, with funds from the Natural Lands program and other Federal, State and regional programs.

Policy FLU 11.15 Code Enforcement and Implementation

A General

The County shall:

- 1 Continue to enforce Rural Subdivision Standards, as necessary, designed to meet the unique needs of the Rural Area;
- 2 Continue to provide inspection and code enforcement services in the East Rural Area; and
- 3 Continue to pursue a Joint Planning Agreement with the City of Winter Springs for the purpose of achieving Objective FLU 11.

B Black Hammock Plat

The County shall provide that lots originally recorded or platted as five (5) acres and/or 10 acres in size in the old Black Hammock Plat that have been reduced in size by the amount of land dedicated to public road rights-of-way, shall be considered as five (5) acre and/or 10 acre lots for purposes of land use consistency and dwelling unit yield determination. For example, a lot that was originally platted as a 10 acre lot that now contains only 9.17 acres because, and solely because, land from the original lot was dedicated to a public road right-of-way, will be considered a 10-acre lot; five (5) acre lot, and multiples of five (5) acre lots, similarly reduced, will be treated likewise.

C Existing Conditions

It is the intent of the County to guide the future development and use of the Rural Area as depicted in *Exhibit FLU: Special Area Boundaries*. For the purposes of the lands within the Rural Area (including Suburban Estates, Rural-3, Rural-5 and Rural-10 land use designations) structures existing as of the adoption date of the

1991 Comprehensive Plan shall be permitted to be rebuilt in the event of a natural disaster or act of God or be otherwise improved as long as the gross density of residential property or intensity of nonresidential property is not increased and/or the



- A Single-family detached residences, patio homes, duplexes, multiple-family units, mobile home parks/manufactured housing parks and factory built modular units at a maximum density of 10 dwelling units per net buildable acre;
- B Conversion of existing residential units to residential professional offices;
- C Public elementary schools, public middle schools and public high schools; and
- D Special exception uses such as group homes, houses of worship , day care, guest cottages, home occupation, public utilities and publicly owned parks and recreational areas.

Services and Facilities:

This land use requires a full range of services and facilities (see *Exhibit FLU: Services and Facilities By Classification*).

Special Provisions:

- A Multi-family developments require the provision of on-site amenities including active recreation areas, usable open space and pedestrian walkways as a component of development design. On-site transit facilities (e.g. bus shelters and bays) may be required on a site specific basis.
- B Clustering of residential units to preserve environmentally sensitive areas above and beyond current Land Development Code requirements and/or to provide sites for schools, recreation and other public facilities is permitted under the PUD zoning classification. To maintain compatibility with surrounding land uses, the density of clustered units is limited to a maximum density of 10 units per net buildable acre.
- C Residential dwelling units may be permitted up to a density of 12 dwelling units per net buildable acre in compliance with the provisions of Policy FLU 10.1

High Density Residential

Purpose and Intent:

The purpose and intent of this land uses designation is to provide for a range of residential development at a maximum density of 20 dwelling units per net buildable acre. High density residential development should be located adjacent to major collectors and arterial roadways to minimize traffic on local and minor collector roadways and to provide convenient access to transit facilities. This land use can act as an effective transitional use between nonresidential and Medium Density Residential uses.

Uses:

- A Condominiums, townhouses, apartment hotels, boarding and lodging houses, and motels;
- B Public elementary schools, public middle schools and public high schools; and
- C Special exception uses such as houses of worship , utilities, group homes, hospitals, convalescent and nursing homes, and accessory office uses.

Services and Facilities:

This land use requires a full range of urban services and facilities (see *Exhibit FLU: Services and Facilities By Classification*).

Special Provisions:

- A High density developments require maximum lot coverage, minimum open space, recreation, pedestrian walkways and transit facility requirements to enhance the living environment of residents and to provide convenient access to area schools, shopping and recreational facilities. On-site transit facilities (e.g. bus shelters and bays) may be required on a site specific basis.



- B Clustering of residential units to preserve environmentally sensitive areas above and beyond current Land Development Code requirements and/or to provide sites for schools, recreation and other public facilities is permitted under the PUD zoning classification.
- C Increased building heights up to 60 feet may be allowed where compatible with adjacent uses to minimize urban sprawl.
- ~~D Residential densities may be permitted up to a maximum of twenty-two (22) dwelling units per net buildable acres in compliance with the provisions of Policy FLU-10.1.~~

Special Services:

Higher intensity development may require special services such as aerial fire equipment, transit facilities and effluent re-use to meet public safety needs and offset facility capacity impacts.

**IMPLEMENTATION ELEMENT
CONCURRENCY MANAGEMENT SYSTEM
OBJECTIVES AND POLICIES**

OBJECTIVE IMP 1 ESTABLISH LEVEL OF SERVICE STANDARDS

The County shall continue to enforce standards for levels of service for Categories I, II, ~~and III~~ of public facilities, and shall apply the standards as set forth defined in the policies below.

Policy IMP 1.1 Concurrency (Category I)

The standards for levels of service of each type of public facility in Category I shall apply to development orders issued by the County after March 31, 1992, , the County's annual budgets beginning with the 1991-92 fiscal year, the County's Capital Improvement Programs beginning with the 1991-92 fiscal year, and other Elements of this Comprehensive Plan.

~~**Policy IMP 1.2 Non-Concurrency Facilities Operated by County (Category II)**~~

~~The standards for levels of service of each type of public facility in Category II shall apply to the County's annual budgets beginning with the 1991-92 fiscal year, and the County's Capital Improvements Programs beginning with the 1991-92 fiscal year, but shall not apply to development orders issued by the County.~~

Policy IMP 1.23 Concurrency Facilities Operated by Non-County Entities (Category III)

The standards for levels of service of each type of public facility in Category III shall apply to development orders issued by the County after March 31, 1992, , and other Elements of this Comprehensive Plan, but shall not apply to the County's annual budgets or the County's Capital Improvement Programs. The exception shall be that levels of service for public schools shall apply to development orders issued by the County after January 1, 2008.



OBJECTIVE IMP 2 DETERMINATION OF CAPACITY

The County shall continue to determine the availability of facility capacity to meet adopted level of service standards of the several County public facilities prior to development approvals.

Policy IMP 2.1 Establishment of Concurrency Doctrine

The Board of County Commissioners of Seminole County finds that the impacts of development on public facilities within the County occur at the same time (i.e., concurrently) as development authorized by certain final development orders or development permits.

Policy IMP 2.2 Concurrency Management System Implementation

The County shall determine, prior to the issuance of development orders, whether or not there is sufficient capacity of Category I and Category III public facilities to meet the standards for levels of service for existing and committed development and the impacts of proposed development concurrent with the proposed development, including in such determination for transportation improvement capacity any additional capacity to be financed through the proportionate fair-share Program. The methodology to calculate proportionate fair-share mitigation, which is specified in the Land Development Code, shall be as provided in Section 163.3180(12), Florida Statutes (F.S.) and in accordance with Section 163.3180(16), F.S. Proportionate fair-share mitigation includes separately or collectively, private funds, contributions of land, and construction and contribution of facilities, and may include public funds as determined by Seminole County. Mitigation for development impacts to facilities on the Strategic Intermodal System, as required by Section 163.3180(16)(e), F.S., and the Land Development Code, requires concurrence of the Department of Transportation.

Policy IMP 2.3 Maintain Adopted Level Of Service Standards

The County shall not issue a final development order or development permit under which development activity impacting public facilities may ensue unless there shall be sufficient capacity of Category I and Category III public facilities to meet the standards for levels of service for existing development and for the proposed development, and the development order or permit shall be subject to the requirements of Policy IMP 2.5. In the absence of a final development order under which development activity impacting public facilities may ensue or a development permit, no development of land is authorized.

Policy IMP 2.4 Preliminary Development Orders (Capacity Determination)

For preliminary and final development orders for which no development activity impacting public facilities may ensue, the capacity of Category I and Category III public facilities shall be determined as follows:

- A The applicant may request a determination of such capacity as part of review and approval of the development order subject to the requirements of Policy IMP 2.5; or
- B The applicant may elect to request approval of the development order without a determination of capacity of Category I and Category III public facilities provided that any such order is issued subject to requirements in the applicable land development regulation or to specific conditions contained in the development order that:
 - 1 Final development orders under which development activity impacting public facilities may ensue, and development permits for the subject property are subject to a determination of capacity of Category I and Category III public facilities, as required by Policy IMP 2.5.

**MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
JUNE 3, 2009**

Members present: Matthew Brown, Walt Eismann, Melanie Chase, Kimberly Day and Dudley Bates.

Members absent: Ben Tucker and Rob Wolf

Staff present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Sheryl Stolzenberg, Principal Coordinator; Joy Williams, Planner; Jim Potter, Senior Engineer, Development Review Division; and Connie R. DeVasto, Clerk to the Planning and Zoning Commission.

F. Amendments to the Text of the Seminole County Comprehensive Plan, Seminole County, applicant: Amendments to the following Elements of the Seminole County Comprehensive Plan; Conservation (09S.TXT01), Drainage (09S.TXT02), Future Land Use (09S.TXT03), Implementation (09S.TXT04), Introduction (09S.TXT05), Recreation and Open Space (09S.TXT06) and Transportation (09S.TXT07).

Countywide
Sheryl Stolzenberg, Principal Coordinator

Sheryl Stolzenberg, Principal Coordinator – briefed the Commissioners on the proposed text amendments to the Comprehensive Plan that Staff is requesting to be transmitted to DCA.

Commissioner Brown – discussed the issue of adding language regarding no permit being issued unless the road is in the designated exception area, which according to the definition, means to make everything non-rural in the exception area.

Ms. Stolzenberg – advised that the non-rural party of the County is part of transportation concurrency exception and will require us to come up with a mobility strategy and what will be appropriate for each area.

Commissioner Brown – will we be looking at intermodal and other forms of transportation?

Ms. Stolzenberg – yes.

Commissioner Bates made a motion to approve transmittal of the requested Text Amendments.

Commissioner Brown seconded the motion.

The motion passed unanimously 5 – 0.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Simonton Place (3667) Swale Easement Vacate

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Brian M. Walker

EXT: 7337

MOTION/RECOMMENDATION:

1. ADOPT and authorize the Chairman to execute the Resolution to vacate and abandon a portion of a 10.00 by 93.7 foot long swale easement for Lot 28 of the plat Banyan Pointe as recorded in Plat Book 72, Page 62 – 64 of the public records of Seminole County, Florida in Section 17, Township 20 S, and Range 30 E and further described as 3667 Simonton Place – Geoffrey and Stacy Summit, applicant.

2. DENY the request to vacate and abandon a portion of a 10.00 by 93.7 foot long swale easement for Lot 28 of the plat Banyan Pointe as recorded in Plat Book 72, Page 62 – 64 of the public records of Seminole County, Florida in Section 17, Township 20 S, and Range 30 E and further described as 3667 Simonton Place – Geoffrey and Stacy Summit, applicant.

3. CONTINUE the public hearing until a time and date certain.

District 4 Carlton D. Henley

Brian M. Walker

BACKGROUND:

Geoffrey and Stacy Summit, the applicant, is requesting to vacate and abandon a 5 X 82 foot portion more or less of a swale easement that runs along the back portion of the property. The proposed vacate is needed in order to accommodate a pool deck.

Staff has reviewed the request and agrees that the vacated portion will not have any negative effects on the area. The Banyan Pointe Homeowner’s Association has provided a letter stating no objection to the request.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt and authorize the Chairman to execute a resolution to vacate and abandon a portion of a 10.00 by 93.7 foot long swale easement for Lot 28 of the plat Banyan Pointe as recorded in Plat Book 72, Page 62 – 64 of the public records of Seminole County, Florida and further described as 3667 Simonton Place.

ATTACHMENTS:

1. Vacate Resolution
2. Exhibit A - Sketch & Description
3. Area Map
4. Location Map
5. Aerial Map

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

RESOLUTION NO.: 2009-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 11th DAY OF August A.D., 2009.

RESOLUTION TO VACATE AND ABANDON A SWALE EASEMENT

Whereas, a Petition was presented on behalf of
GEOFFREY & STACY SUMMITT

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described swale easement to-wit:

See Exhibit A

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, has determined that the abandonment of the above described swale easement is in the best interest of the County and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described swale easement be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public is hereby disclaimed.

PASSED AND ADOPTED this 11th day of August A.D., 2009

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA**

MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BY: _____
BOB DALLARI
CHAIRMAN

SKETCH & DESCRIPTION

LOT 28 - BANYAN POINTE

EASEMENT VACATION

LAND DESCRIPTION

A PORTION OF THE EXISTING 10.00 FOOT WIDE SWALE EASEMENT FOR LOT 28 OF THE PLAT "BANYAN POINTE", AS RECORDED IN PLAT BOOK 72, PAGES 62-64 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 28; THENCE NORTH 13°25'12"EAST ALONG THE EASTERLY LINE OF SAID LOT 28, A DISTANCE OF 5.02 FEET TO A POINT ON THE NORTHERLY LINE OF AN EXISTING 5.00 FOOT WIDE DRAINAGE EASEMENT AS SHOWN ON SAID PLAT; THENCE NORTH 81°01'17"WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 5.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 81°01'17"WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 5.02 FEET TO A POINT ON THE WESTERLY LINE OF AN EXISTING 10 FOOT WIDE SWALE EASEMENT AS SHOWN ON SAID PLAT; THENCE NORTH 13°25'12"EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 21.31 FEET; THENCE NORTH 18°32'50"WEST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 59.08 FEET TO A POINT ON THE SOUTHERLY LINE OF AN EXISTING 5.00 FOOT WIDE DRAINAGE EASEMENT AS SHOWN ON SAID PLAT; THENCE NORTH 80°43'31"EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 5.07 FEET; THENCE SOUTH 18°32'50"EAST, A DISTANCE OF 59.70 FEET; THENCE SOUTH 13°25'12"WEST, A DISTANCE OF 22.35 FEET TO THE POINT OF BEGINNING.

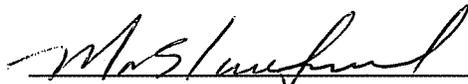
SAID LANDS SITUATE IN SEMINOLE COUNTY, FLORIDA AND CONTAINS 406.12 SQUARE FEET, MORE OR LESS.

SURVEY NOTES

1. BEARING SHOWN HEREON ARE RELATIVE TO RECORD PLAT AND ARE BASED ON THE NORTH LINE OF LOT 28, BEARING SOUTH 80°43'31"EAST.
2. THE LAND DESCRIPTION WAS PREPARED BY THE SURVEYOR FROM INFORMATION PROVIDED BY THE CLIENT.
3. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS SURVEY WAS NOT ABSTRACTED BY THE SURVEYOR AND IS SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS, AND RESERVATIONS OF RECORD.
5. THIS SURVEY IS A SPECIFIC PURPOSE SKETCH AND DESCRIPTION COMPLETED FOR PARCEL DELINEATION PURPOSES ONLY. THIS IS NOT A BOUNDARY SURVEY
6. ABBREVIATION LEGEND: ESMT. = EASEMENT;

SURVEYOR'S CERTIFICATE

THE SPECIFIC PURPOSE SKETCH AND DESCRIPTION SHOWN HEREON WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.



MARK S. CAULFIELD, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4606

7-6-09

DATE:

SHEET 1 OF 2

Caulfield & Associates, Inc.
Professional Surveying and Mapping
625 Marion Avenue
Altamonte Springs, FL 32714
Phone: (407) 869-9989
Fax: (407) 869-9337

DATE: JUNE 22, 2009

SCALE: 1 INCH = 20 FEET

PROJECT NUMBER: 09-1059

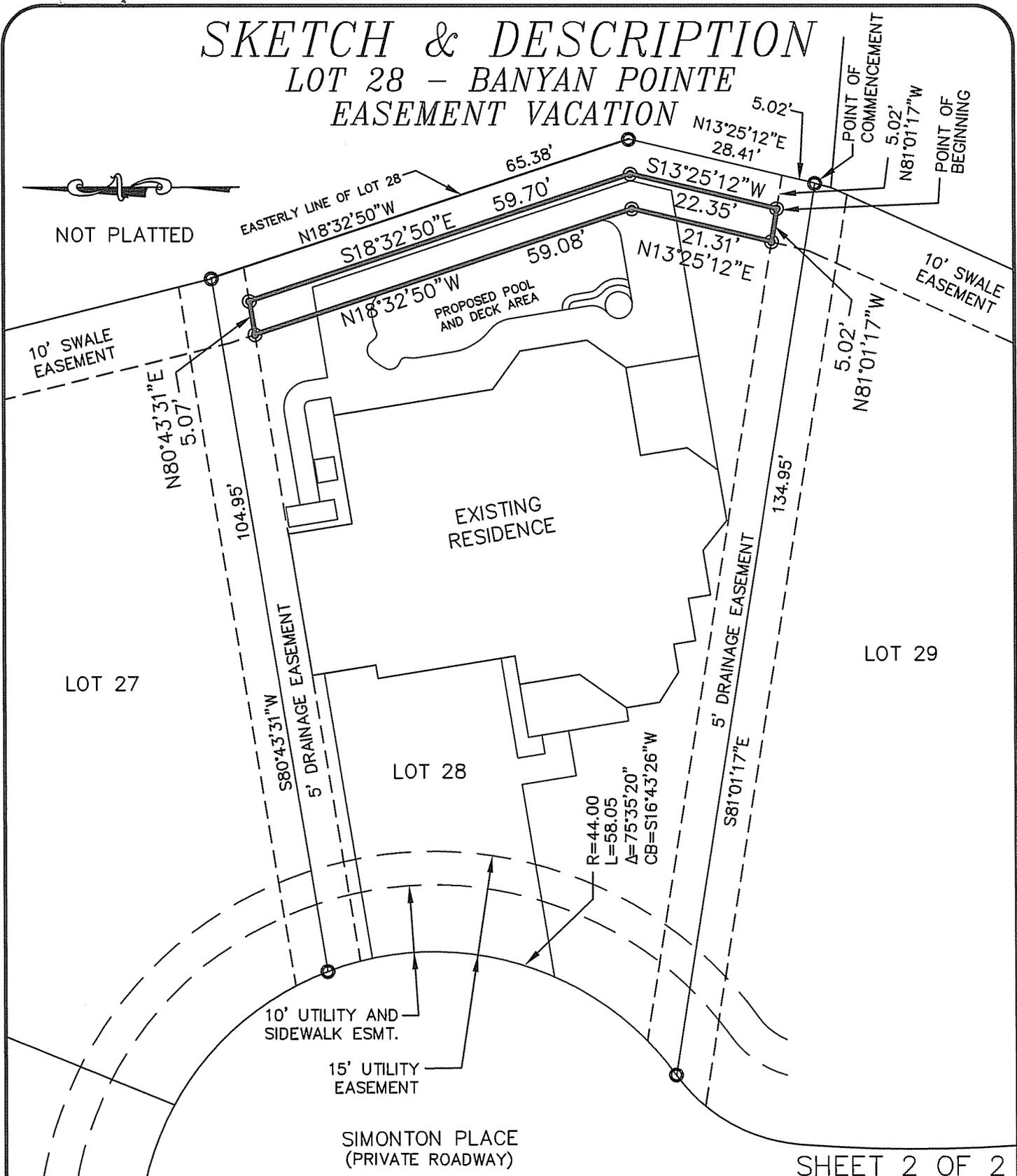
PROJECT NAME: LOT 28-BANYAN POINTE

DRAWING NAME: 091059ESMT.DWG

SKETCH & DESCRIPTION

LOT 28 - BANYAN POINTE

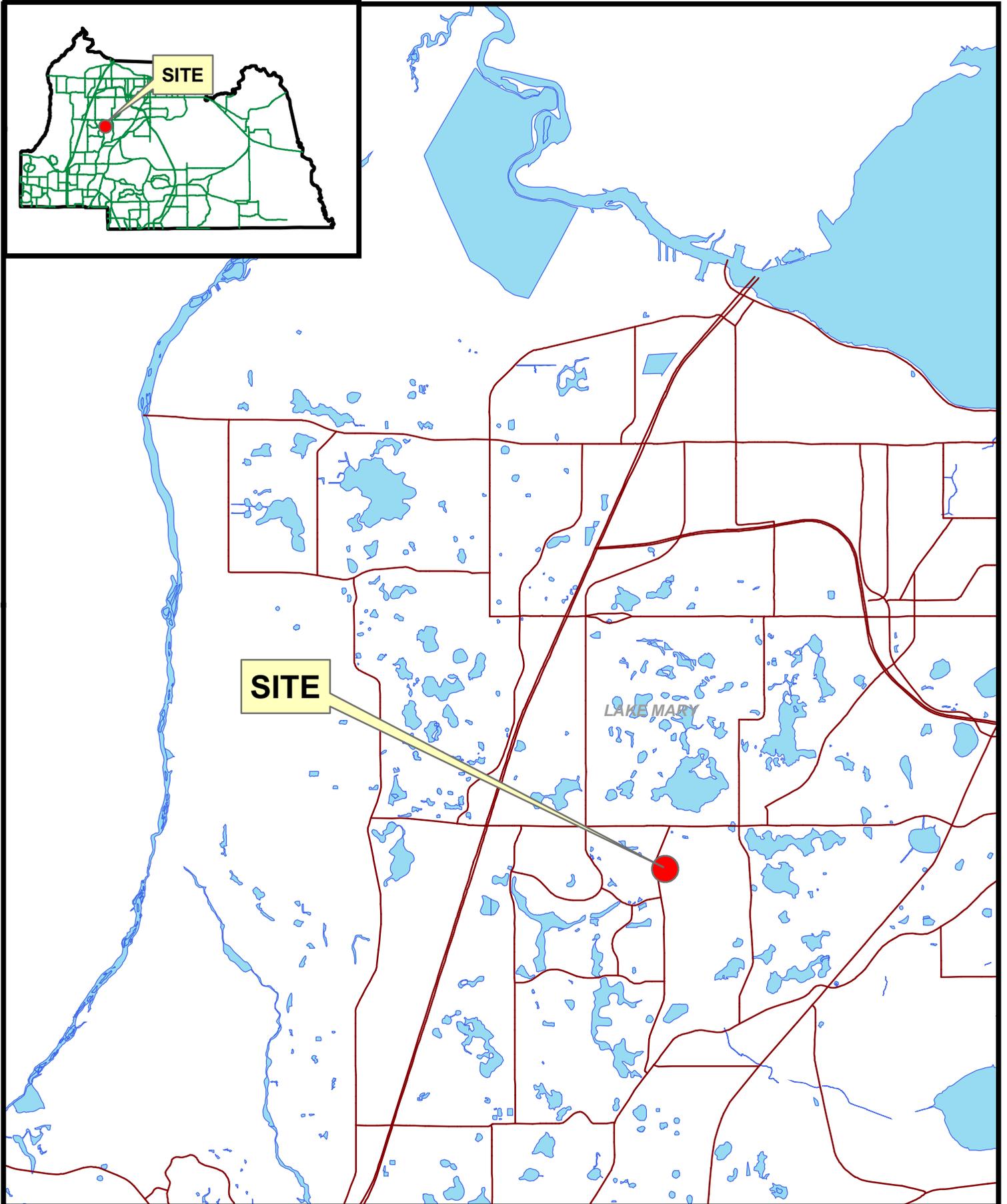
EASEMENT VACATION



SHEET 2 OF 2

Caulfield & Associates, Inc.
 Professional Surveying and Mapping
 625 Marion Avenue
 Altamonte Springs, FL 32714
 Phone: (407) 869-9989
 Fax: (407) 869-9337

DATE:	JUNE 22, 2009
SCALE:	1 INCH = 20 FEET
PROJECT NUMBER:	09-1059
PROJECT NAME:	LOT 28-BANYAN POINTE
DRAWING NAME:	091059ESMT.DWG

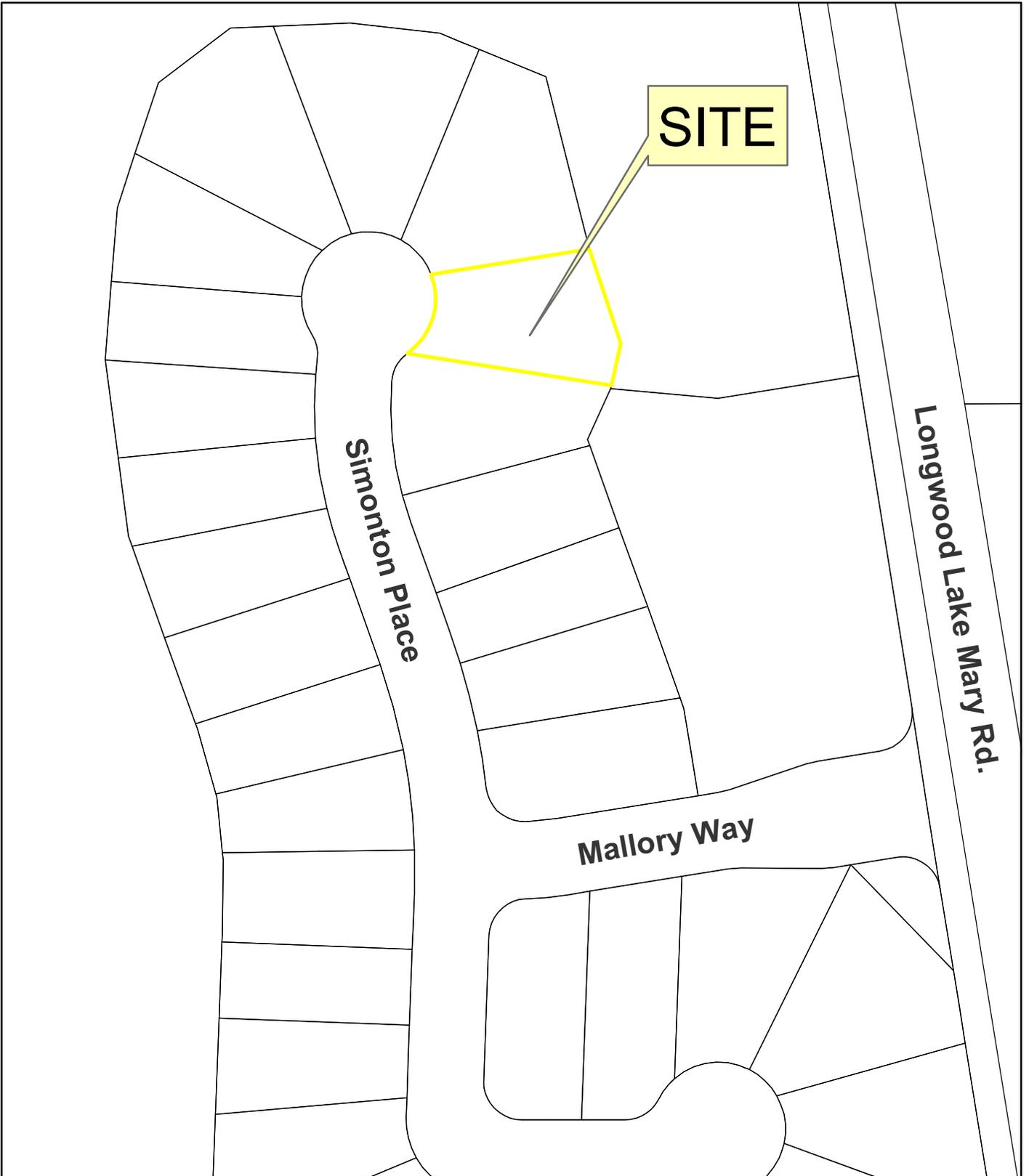


SITE

LAKE MARY

Simonton Place
Area Map





3667 Simonton Place
Location Map
Swale Vacate





3667 Simonton Place
Aerial Map
Swale Vacate

