SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, OCTOBER 13, 2009
COUNTY SERVICES BUILDING
BCC CHAMBERS – ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA

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

Convene BCC Meeting at 9:30 A.M.

Opening Ceremonies

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

Awards and Presentations

1. **Resolution** – Proclaiming the month of October as Domestic Violence Awareness Month, urging our citizens to recognize and support efforts to bring an end to this insidious problem within our community.

2. **Resolution** – Supporting High Speed Rail for Florida.

3. **Presentation** by Andrew Van Gaale, Port Administrator, Seminole County Port Authority.

Public Participation

Consent Agenda
County Manager's Consent Agenda (Items No. 4 - 36)

County Manager's Office
4. Approval by the Board of County Commissioners to reimburse mileage expenses for Commissioner Carlton Henley. (Cynthia Coto)

5. Approve and authorize Chairman to execute five (5) Civil Traffic Hearing Officer Service Agreements for 2009/10. (Cynthia Coto)

Administrative Services

Purchasing and Contracts

6. Award CC-4623-09/DRR – Seminole County Regional Water Treatment Facility at Yankee Lake in the amount of $40,822,000.00 to Encore Construction Company of Winter Garden, Florida. (Ray Hooper)

7. Award CC-4864-09/JVP- Lake Mary Boulevard Pavement Rehabilitation Project in the amount of $765,769.11 to The Middlesex Corporation of Littleton, Massachusetts. (Ray Hooper)

8. Award CC-4923-09/JVP-American Recovery Reinvestment Act of 2009- CR-46A (W. 25th St.) Pavement Rehabilitation Project in the amount of $1,264,000.00 to Middlesex Corporation, of Littleton, Massachusetts. (Ray Hooper)

9. Approve M-5004-09/BLH - Construction Management Services for Facilities Projects with ZHA, Inc., or Orlando, Florida (Estimated Annual Usage of $275,000.00). (Ray Hooper)

10. Approve ranking and authorize staff to negotiate rates for PS-4388-09/VFT – Design of Minor Projects with Construction Costs Less Than $1 Million with Inwood Consulting Engineers, Inc. of Oviedo, Florida; HNTB Corporation of Lake Mary, Florida; Pegasus Engineering of Winter Springs, Florida; Reynolds, Smith and Hills, Inc. of Orlando, Florida; and Professional Engineering Consultants, Inc. of Orlando, Florida (Estimated Annual Usage Amount of $900,000.00). (Ray Hooper)

11. Approve Termination for Convenience of RFP-600466-08/BJC with JPI Mechanical Services, Inc. of Casselberry, FL and authorize staff to issue final Notice of Termination. (Ray Hooper)

12. Waive the Procurement Process and award the Computer Aided Dispatch System in the amount of $372,453.56 to Positron Public Safety, Atlanta, GA. (Ray Hooper)

Support Services

13. Approve and authorize the Chairman to execute the Second Renewal and First Amendment to Lease Agreement Oak Groves Shoppes with MSKP Oak Groves, LLC. District 3 - Van Der Weide (Meloney Lung)

Community Services

Administration – Community Services

14. Approve and authorize the Chairman to execute a Contract between Seminole County and State of Florida Department of Health for Operation of the Seminole County Health Department Contract Year 2009-2010 in the amount of $807,970.00. (Michele Saunders)

15. Approve and authorize the Chairman to execute the Second Amendment to Seminole Community Mental Health Center, Inc. Agreement with Seminole County. (Michele Saunders)

16. Adopt and authorize the Chairman to execute a Resolution amending Seminole County Administrative Code Section 20.26, "Health Department" Fee Resolutions. (Michele Saunders)

Community Assistance

17. Approve the Substantial Amendment to the 2006-2007 and 2007-2008 One-Year Action Plans to add an activity to fund the rehabilitation of the historic Hopper Academy in Sanford. District 5 - Carey (Buddy Balagia)

18. Approve and authorize the Chairman to execute the Satisfactions of Second Mortgage for households assisted under the County's Home Ownership Assistance Program or the Emergency Repair Housing Program. (Shirley Davis-Boyce)

Environmental Services

Business Office

19. Approve the Release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of $64,900.72 for the project known as Hanover Pointe. District 5 - Carey (Bob Briggs)

Solid Waste Management

20. Approve and authorize the Chairman to sign each of the Non-Exclusive Franchise Agreements for Commercial Solid Waste Collection Service. (William (Johnny) Edwards)

Fiscal Services

Administration – Fiscal Services

21. Approve and authorize the Chairman to execute a grant agreement with the Florida Department of Financial Services in acceptance of $517,571.00 in Homeland Security funds to assist with Urban Search and Rescue and Hazard Materials related activity. (Jennifer Bero)

22. Approve and authorize the Chairman to execute an agreement with the Florida Division of Emergency Management in acceptance of $102,724.00 through their FY 09/10 Emergency Management Preparedness Assistance Program. (Jennifer Bero)

23. Approve and authorize the Chairman to execute a contract with the Florida Department of Environmental Protection to accept a sum of $342,441.00 through its Water Supply Restoration Grant Program for the Lake Hayes Water Supply Restoration Project. (Jennifer Bero)

24. Authorize staff to prepare an ordinance to establish Seminole County as a Recovery Zone. (Lisa Spriggs)

Budget

25. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-01 through the Public Safety Grants Fund in the amount of $517,571.00 to allocate funding from the U.S. Department of Homeland Security's State Homeland Security Grant Program (SHSGP). (Lin Polk)

26. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-03 through the Boating Improvement Fund in the amount of $29,000.00 in order to repair and update County owned waterway signage on the St. John's River. (Lin Polk)

27. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-05 through the Water & Sewer Grant Fund in the amount $342,441.00 to appropriate funding for the Water Supply Restoration Grant. (Lin Polk)

28. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-07 through the BOCC Agency Fund in the amount of $1,100.00 in order to appropriate for National Agency Accreditation for the Leisure Services Department. (Lin Polk)

MSBU

29. Approve and authorize the Chairman to execute the Satisfaction of Lien for the following property for which the balance of the Twin Pines Water and Wastewater Improvement MSBU assessment has been received in full: LEG LOT 2 TWIN PINES SUBD PB 11 PG 58 Parcel # 17 - 21 - 29 - 515 - 0000 - 0020 District 3 - Van Der Weide (Carol Watral)

Leisure Services

Greenways and Natural Lands

30. Approve and authorize the Chairman to execute an Amendment to the Agreement between Seminole County and the City of Sanford Relating to Contribution of Boating Improvement Funds For Sanford Marina. (Bryan Nipe)

Planning and Development

Development Review

31. Adopt and authorize the Chairman to execute a resolution to vacate and abandon a portion of a platted utility easement on Lot 34, Copperfield, recorded in the Public Records of Seminole County, Florida in Plat Book 43, Pages 93-94 in Section 22, Township 21 S, Range 30 E and bearing a street address of 835 Copperfield Terrace. (Robert Cook) District 1 - Dallari (Brian Walker)

Public Safety

Administrative – Public Safety

32. Approve and authorize the Chairman to execute an agreement between Seminole H.E.A.R.T. and Seminole County for the use of office space in the Seminole County Public Safety Building. (Tad Stone)

33. Approve and authorize the Chairman to execute a Memorandum of Agreement (MOA) with the Orange County Sheriff's Office to secure participation in the Urban Area Securities Initiative (UASI). (Tad Stone)

Public Works

Engineering

34. Adopt a Resolution and authorize the Chairman to execute a Local Agency Program (LAP) Agreement Termination with the Florida Department of Transportation (FDOT) to cancel the Fernwood Boulevard (U.S. Highway 17/92 to Oxford Road) Safety Improvements Project. (FDOT ~ FPN: 419690-1-58-01). District 4 – Henley (Jerry McCollum)

35. Approve and authorize the Chairman to execute a Local Agency Certification Qualification Agreement with the Florida Department of Transportation. (Jerry McCollum)

Traffic Engineering

36. Approve and authorize the Chairman to execute the Traffic Signal Maintenance Covenant between Lowe's Home Centers, Inc. and Seminole County. District 4 - Henley (Melonie C. Barrington)

County Attorney's Consent Agenda (Item No. 37)
County Attorney's Office

Property Acquisition

37. **Brinker Property** - Approve and execute purchase agreement relating to Parcel Numbers 123/823 of the road improvement project for Chapman Road, for $35,200.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to this parcel. (Robert A. McMillan)

Constitutional Officers Consent Agenda (Items No. 38 - 42)
Clerk's Office (Maryanne Morse, Clerk of the Court)

38. Approval of Expenditure Approval Lists dated August 31 and September 8, 14 and 21, 2009; and approval of Payroll Approval Lists dated September 3 and 17, 2009; approval of BCC Official Minutes dated September 9 and 22, 2009; Clerk's "Received and Filed" – for information only. (Susan Krause)

Sheriff's Office (Donald Eslinger, Sheriff)

39. **Edward Byrne Memorial/Justice Assistance Grant** - Approval of the attached Budget Amendment Request, recognizing $63,080 in additional FY 2009/10 Edward Byrne Memorial/Justice Assistance Grant revenues and correspondingly increasing the Sheriff's FY 2009/10 budget by an equivalent amount. (Penny J. Fleming)

40. **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to expend $2,000.00 from the Law Enforcement Trust Fund to provide for a contribution to the 2009 Seminole County Red Ribbon Campaign. (Penny J. Fleming)

41. **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to expend $5,000.00 from the Law Enforcement Trust Fund to provide for a contribution to Habitat for Humanity in Seminole County. (Penny J. Fleming)

Supervisor of Elections (Mike Ertel, Supervisor of Elections)

42. **Memorandum of Agreement** - Approve and authorize the Chairman to execute the Certificate Regarding Matching Funds contained within the Memorandum of Agreement between the Florida Department of State and the Seminole County Supervisor of Elections; and authorize BAR #10-02 for the grant proceeds. (Michael Ertel)

Regular Agenda

43. **Code Enforcement Lien on 614 E Orange Street** - The County Attorney's Office is seeking direction from the Board regarding proceeding with foreclosing a code enforcement lien on 614 E. Orange Street, Charles W. Todd, Owner. District 4 - Henley (Robert A. McMillan)

44. **Hitching Post Blues for Schools Special Event Permit** – The Hitching Post is requesting a Special Event Permit to allow for an outdoor concert with amplification of sound on November 8, 2009, located at 1485 C.R 419. (Robert Shane Hedrick) District 1 – Dallari (Joy Williams)

45. **Hitching Post New Year's Eve Special Event Permit** – The Hitching Post is request a Special Event Permit for a New Years Eve party with outdoor amplification of sound on December 31, 2009, located at 1485 C.R 419. (Robert Shane Hedrick) District 1 - Dallari (Joy Williams)

46. **Habitat for Humanity Haunted House Special Event Permit** – Habitat for Humanity is requesting a Special Event Permit for a Haunted House, located at the southeast corner of the intersection of General Hutchison Parkway and Timocuan Way. (Michael Towers) District 4 – Henley (Ian Sikonia)

County Manager's Briefing

47. **Informational Budget Amendment Status Report FY 2008/09** – for the period ending August 31, 2009. (Lin Polk)

Chairman's Report

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

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.

1

Resolution No. 2009-R _____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 13TH DAY OF OCTOBER, 2009

WHEREAS, domestic violence affects all those in Seminole County, and its damage is inflicted not only upon victims, but their children, families and communities; sadly, far too many people suffer abuse at the hands of their partner and these victims can be of any age, race, religion, or economic status; and

WHEREAS, Seminole County has taken decisive steps to develop and strengthen policies to hold domestic violence offenders accountable while increasing measures that ensure the safety of victims and their children through our legal, law enforcement, human services, education and healthcare systems; and

WHEREAS, Seminole County's commitment to ending domestic violence is manifested in its support of SafeHouse of Seminole, in its Domestic Violence safe haven, and its intervention and prevention programs, all of which were created in 1995; and

WHEREAS, Seminole County recognizes the importance of a comprehensive community response – such as unified family courts, local task forces, advisory councils, fatality review teams; and

WHEREAS, Seminole County remains dedicated to increasing public awareness and understanding of domestic violence, teen dating violence, and healthy relationship campaigns and expert materials that provide essential guidance to the community; and

WHEREAS, Seminole County has the benefit of a strong network of nonprofit service providers, including the SafeHouse of Seminole and Kids House of Seminole, that serves thousands of victims and children each year; including the locally-managed 24-hour SafeHouse Domestic Hotline; community-based services, children's programs, and civil legal services; and

WHEREAS, the citizens of Seminole County and the Board of County Commissioners, join with all Americans in supporting victims of domestic violence and share the worthy goals of this month-long observance, and likewise, support the work of public and private entities that strive to provide the best coordinated response to domestic violence in communities across Seminole County, therefore sending an unwavering message to perpetrators that domestic violence will not be tolerated in our County.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida, hereby proclaim the month of October 2009 as DOMESTIC VIOLENCE AWARENESS MONTH in Seminole County and urge our citizens to recognize and support efforts to bring about an end to this insidious problem within our community.

ADOPTED this 13th day of October, 2009

ATTEST:

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

_____
Bob Dallari, Chairman
Board of County Commissioners

Resolution No. 2009-R _____

A RESOLUTION SUPPORTING THE HIGH SPEED RAIL CORRIDOR WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 13th DAY OF OCTOBER, A.D., 2009.

WHEREAS, in 1992, the Tampa-Orlando-Miami corridor was designated as the Florida High Speed rail corridor as one of our nation's ten national high speed rail corridors; and

WHEREAS, the Florida High Speed rail corridor would provide service to 12.7 million Floridians, equating to over 35,000 people per linear mile, and serving major urban counties with an overall average population density of 1,165 persons per square mile, and

WHEREAS, Florida can design, construct and commence operation of America's fastest High Speed rail system in the Orlando-Tampa corridor for less cost per mile and provide more Americans with greater exposure to true high speed rail than any project in the nation; and

WHEREAS, development of high speed rail in the Orlando-Tampa corridor would connect a super-region with over 6.8 million citizens, two international airports with over 51 million passengers and tourist destinations that attract over 65 million visitors annually, all of which are served principally and primarily by a single six lane highway; and

WHEREAS, the State of Florida and AmTrak also plan to apply for funding to establish long-distance traditional speed inter-city rail service between Jacksonville and Miami along the FEC and South Florida Rail Corridors, which would provide twice-a-day and link an additional 1.3 million Floridians to the Florida High Speed Rail corridor; and

WHEREAS, the combined projects establish a cost-effective foundation for commencing and developing high speed and inter-city rail service in Florida that would provide effective service to 14 million Floridians or approximately 76% of Florida's residents; and

WHEREAS, Florida has consistently been a donor to the federal trust fund for highway and transit dollars with Florida receiving less than 30 cents back for each transit dollar it generates; and

WHEREAS, Florida is projected to experience higher levels of unemployment with a disproportionately higher impact on Florida's building trades and the development of the proposed corridors would create over 25,000 permanent jobs and tens of thousands of construction jobs; and

WHEREAS, the development of high speed rail and inter-city rail in Florida will catalyze the development of strong regional and local rail and bus transit systems, the Central Florida commuter rail system, reduce congestion and air pollution and will promote better growth management; and

WHEREAS, federal funding of Florida's Tampa-Orlando-Miami high speed rail and Jacksonville to Miami inter-city rail applications would meet the goals and objectives of President Obama and the U.S. Congress, providing greater funding equity to Florida, create jobs and lay a new foundation for economic prosperity.

NOW BE IT RESOLVED that Seminole County hereby supports and urges President Obama, U.S. Transportation Secretary Ray LaHood and Federal Railroad Administrator Joseph C. Szabo to fully support Florida's applications for the Florida High Speed rail corridor and the design and construction of the Jacksonville to Miami Amtrak inter-city service.

BE IT FURTHER RESOLVED that Seminole County hereby urges and requests that all members of Florida's Congressional delegation support Florida's high speed and inter-city rail applications.

BE IT FURTHER RESOLVED that Seminole County does hereby urge and request that the Florida Legislature enthusiastically support Florida's high speed and inter-city rail applications and take all reasonable and prudent steps to maximize Florida's ability to qualify for these federal funds.

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

ADOPTED, this 13th day of October, A.D. 2009.

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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

Item No. 3

PRESENTATION

Seminole County Port Authority

Presented by:

Andrew Van Gaale, Port Administrator
Seminole County Port Authority

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: County Commissioner Travel Reimburse for Mileage Expenses

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: Cindy Coto **CONTACT:** Elizabeth Gaussart **EXT:** 7224

MOTION/RECOMMENDATION:
Approval by the Board of County Commissioners to reimburse mileage expenses for Commissioner Carlton Henley.

District 4 Carlton D. Henley Cynthia Coto

BACKGROUND:
See Travel Voucher attached.

ATTACHMENTS:

1. Travel Voucher - Henley

Additionally Reviewed By:
No additional reviews

STATE OF FLORIDA
VOUCHER FOR REIMBURSEMENT
OF TRAVEL EXPENSES

Traveler: Carlton D Henley
Social Security No.
Account Line: 1010053040

Agency: Seminole Co BCC
Headquarters: CSB - Sanford
Residence (City): Longwood

Date	Travel Performed From Point of Origin To Destination	Purpose or Reason (Name of Conference)	Departure	Return	Per Diem or Actual Lodging Expenses	Class C Meals	Map Mileage Claimed	Vicinity Mileage Claimed	Other Expenses Amount	Other Expenses Type
7/8/09	Home to Orlando and Return	MPO	9:30 AM	12:00 PM				25.65		
7/17/09	Home to Polk City and Return	Joint Meeting-MPO Chairs	10:30 AM	4:30 PM				105.46		
7/22/09	Home to Orlando & Return	Exec Briefing-Cen Fla Partnership	10:30 AM	3:30 PM				52.03	$6.25	parking/tolls
7/23/09	Home to Orlando and Return	LYNX	9:00 AM	1:00 PM				24.45		
8/12/09	Home to Orlando & Return	MPO	9:00 AM	12:00 PM				25.65		
9/9/09	Home to Orlando & Return	MPO	9:00 AM	12:00 PM				25.65		
9/24/09	Home to Orlando and Return	LYNX	10:30 AM	4:00 PM				24.45		
					Column Total	Column Total	Column Total	283.34 0.55	Column Total	TOTAL
						$0.00	0	$ 155.84	$6.25	$162.09

Statement of Benefits to the State: (Conference or Convention)

Revolving Fund:
Check No. _____
Check Date _____
Agency Voucher No. _____

Advance:
Warrant No. _____
Warrant Date _____
Statewide Doc. No. _____
Agency Voucher No. _____

LESS ADVANCE RECEIVED	
LESS CLASS C MEALS (Officers/Employee Only)	
NET AMOUNT DUE	

I hearby certify that the above expenses were actually incurred by me as necessary travel expenses in the performance of my official duties; attendance at a conference or convention was directly related to official duties of the agency; any meals or lodging included in a conference or convention registration fee have been deducted from this travel claim; and that this claim is true and correct in every material matter and same conforms in every respect with the requirements of Section 112.061, Florida Statutes.

TRAVELER'S SIGNATURE: Carlton Henley
DATE PREPARED: 9-28-09 TITLE: Commissioner

Pursuant to Section 112.061 (3) (a), Florida Statutes, I hereby certify or affirm that to the best of my knowledge the above travel was on official business of the State of Florida and was performed for the purpose(s) stated above.

SUPERVISOR'S SIGNATURE: _____
SUPERVISOR'S TITLE: _____
DATE APPROVED: _____

MPO mtgp

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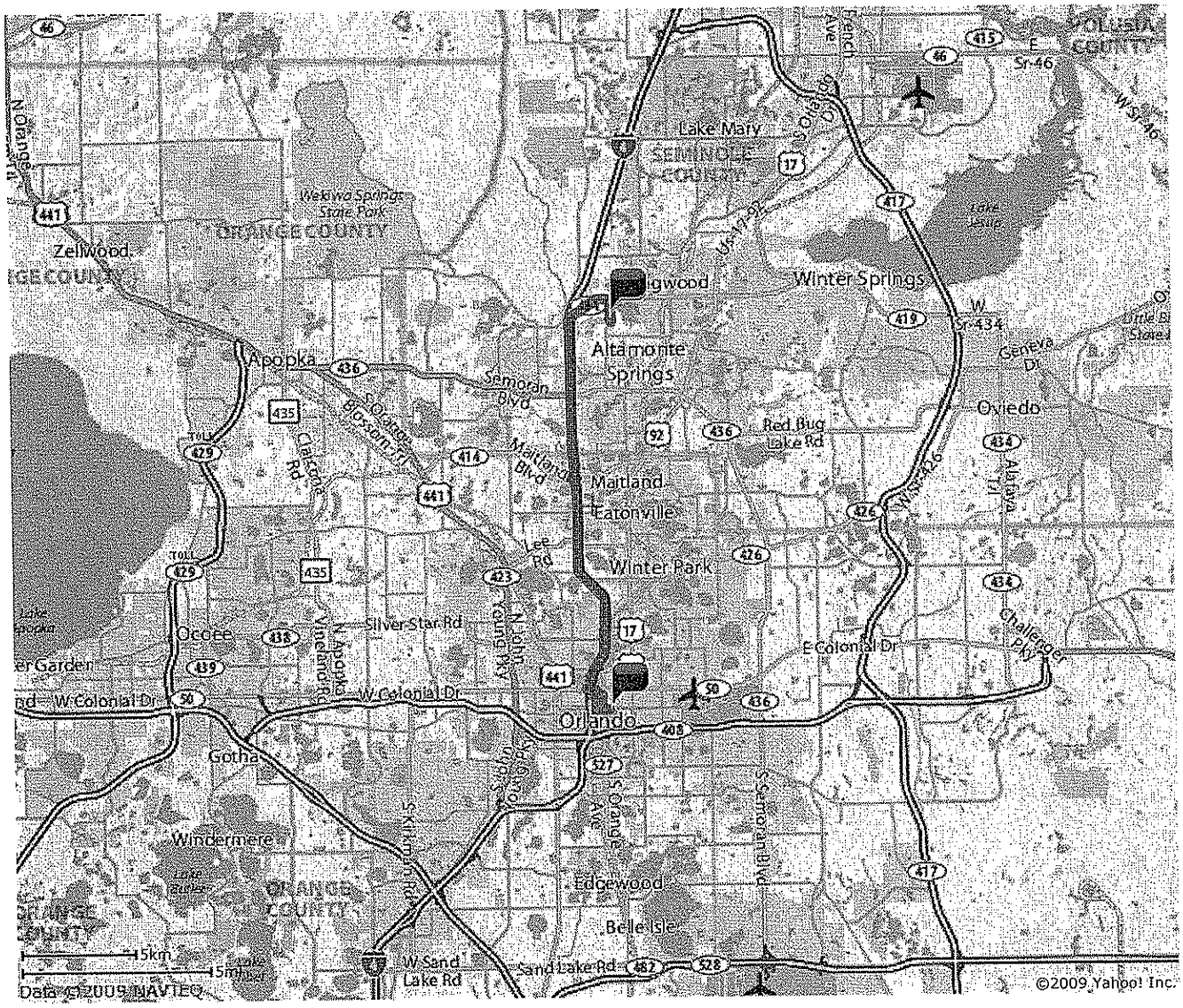
7-8-09, 8-12-09, 9-9-09

YAHOO! LOCAL Maps

When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.



A 1627 Orlando Avenue, Longwood

1. Start at **1627 ORLANDO AVE, LONGWOOD** going toward **BOYER ST** - go **0.1** mi
2. Turn L on **PALM SPRINGS DR** - go **0.6** mi
3. Turn L on **W STATE ROAD 434(SR-434 W)** - go **1.2** mi
4. Take ramp onto **I-4 W** - go **9.2** mi
5. Take exit **#84/COLONIAL DRIVE (US-17)/CENTROPLEX (US-92)/IVANHOE BLVD** toward **#84/ COLONIAL DRIVE/US-17/CENTROPLEX/US-92/SR-50** - go **0.7** mi
6.

Turn L on **W COLONIAL DR(US-17)** - go **0.2** mi

7. Turn R on **N ORANGE AVE(SR-527 S)** - go **0.5** mi
8. Turn L on **E ROBINSON ST(SR-526)** - go **0.3** mi
9. Arrive at **315 E ROBINSON ST, ORLANDO**, on the L

B 315 E Robinson Street, Orlando, FL

1. Start at **315 E ROBINSON ST, ORLANDO** going toward **N ROSALIND AVE** - go **0.1** mi
2. Turn R on **N ROSALIND AVE(SR-527 N)** - go **0.1** mi
3. Continue to follow **SR-527 N** - go **0.2** mi
4. Turn L on **E CONCORD ST** - go **0.3** mi
5. Turn R to take ramp onto **I-4 E** - go **9.8** mi
6. Take exit **#94/LONGWOOD/WINTER SPGS** - go **0.2** mi
7. Turn R on **W STATE ROAD 434(SR-434 E)** - go **1.1** mi
8. Turn R on **PALM SPRINGS DR** - go **0.6** mi
9. Turn R on **ORLANDO AVE** - go **0.1** mi
10. Arrive at **1627 ORLANDO AVE, LONGWOOD**, on the L

C 1627 Orlando Avenue, Longwood

Total Distance: 25.65 mi, Total Travel Time: 43 mins

METROPLAN ORLANDO

A Regional Transportation Partnership

Board Meeting Highlights – July 8, 2009

- Chairman's Announcements: Chairman Quinones welcomed members and requested a SunRail update from Mayor Dyer. Mayor Dyer reported on a SunRail Press Conference held by Congressman Mica on 6/29/09 where he announced that CSX had agreed to extend the termination date of the contract for an additional six months. SunRail remains in final design phase, the last step before full funding agreement. Congressman Mica also announced additional stimulus funding which may be available for the project. FDOT in process of applying. Mayor Dyer reported CSX willing to negotiate different liability language. Mayor Dyer reported on work by Nabors, Giblin & Nickerson who was contracted to explore other options available one of which was to have a local commission complete the project. Though this is possible it was not preferred, therefore the option would not be considered unless necessary. Cmsr. Brummer reported on the Northwest Corridor Rail Workshop held on 6/24/09 by State Representative Bryan Nelson. He reported that attendance was good and that the project would compliment SunRail. Ridership studies are underway.
- Executive Director's Announcements: Mr. Barley called attention to photos of recent transportation-related events and introduced special guest: Retired Mayor Dudley Bates (Altamonte Springs). He noted that Mr. David Evans (Mateer & Harbert) was representing Mr. Steve Bechtel. Mr. Barley also announced Governor Crist recognized Ms. Cheryl Stone as a "Point of Light" in honor of Disability Awareness Month. He called attention to letters were sent to funding partners regarding METROPLAN ORLANDO's funding picture and the accumulative affect over the past three years. He also called attention to items in members' supplemental folders.
- Public Comments (action items): Mr. Matt Falconer, Orange County resident addressed the Board stating his opposition to SunRail.
- Unanimously approved Consent Agenda (Items A – E)
- Unanimously approved Resolution No. 09-15, FY 2008/09- 2012/13 TIP Amendments (Roll Call Conducted)
- Unanimously approved Resolution No. 09-16, Endorsement of FY 2009/10-2013/14 TIP (Roll Call Conducted)
- Other Business: Florida High Speed Rail Update (Mr. Nazih Haddad)
- Presentation of Year 2030 LRTP: Draft Cost Feasible Plan Element, Bicycle and Pedestrian Facilities Element, M&O Elements. Freight & Goods Movement Element and Public Involvement Element. (METROPLAN ORLANDO staff)
- Unanimously approved the Revision to Transit System Vision Concept Plan
- Unanimously approved Information Items for Acknowledgement Items A-P.
- Presentations: FY 2014/15-2029/30 Prioritized Project List (Mr. Keith Caskey), Report on Air Quality (Mr. Dave Grovdahl), Implementation of I-4 Master Plan (Mr. George Lovett)
- Public Comments: Mr. John Casselberry, Casselberry resident, expressed concerns with congestion at various locations in Casselberry. Cmsr. Quinones asked staff and FDOT to follow up with Mr. Casselberry.
- Next Board meeting scheduled for August 12, 2009 at 9:00 a.m.

METROPLAN
ORLANDO
A Regional Transportation Partnership

MEETING MINUTES

DATE: Wednesday, August 12, 2009

TIME: 9:00 a.m.

LOCATION: METROPLAN ORLANDO
Board Room
One Landmark Center
315 East Robinson Street, Suite 355
Orlando, Florida 32801

Commissioner John Quinones, Chairman, Presiding

Members in attendance:

Hon. Scott Boyd, Orange County
Hon. Gary Bruhn, Municipal Advisory Committee Chairperson (nonvoting)
Hon. Fred Brummer, Orange County
Mr. Jose Colon, GOAA
Hon. Richard T. Crotty, O-OCEA
Hon. Bob Dallari, Seminole County
Mr. Larry Dale, Sanford Airport Authority
Mr. Joel Davis, Citizens' Advisory Committee Chairman (nonvoting)
Ms. Noranne Downs, District 5 Secretary, FDOT (nonvoting)
Hon. Buddy Dyer, City of Orlando
Mr. Hazem El-Assar, Transportation Technical Committee Chairperson (nonvoting)
Hon. Mildred Fernandez, Orange County
Hon. Carlton Henley, Seminole County
Hon. John Land, City of Apopka
Hon. Daisy Lynum, City of Orlando
Hon. John Quinones, Osceola County
Hon. Tiffany Moore Russell, Orange County
Hon. Bill Segal, Orange County
Hon. Linda Stewart, Orange County
Hon. Jim Swan, City of Kissimmee
Mr. Scott Zubarik, Bicycle and Pedestrian Advisory Committee Chairman (nonvoting)

METROPLAN ORLANDO
A Regional Transportation Partnership

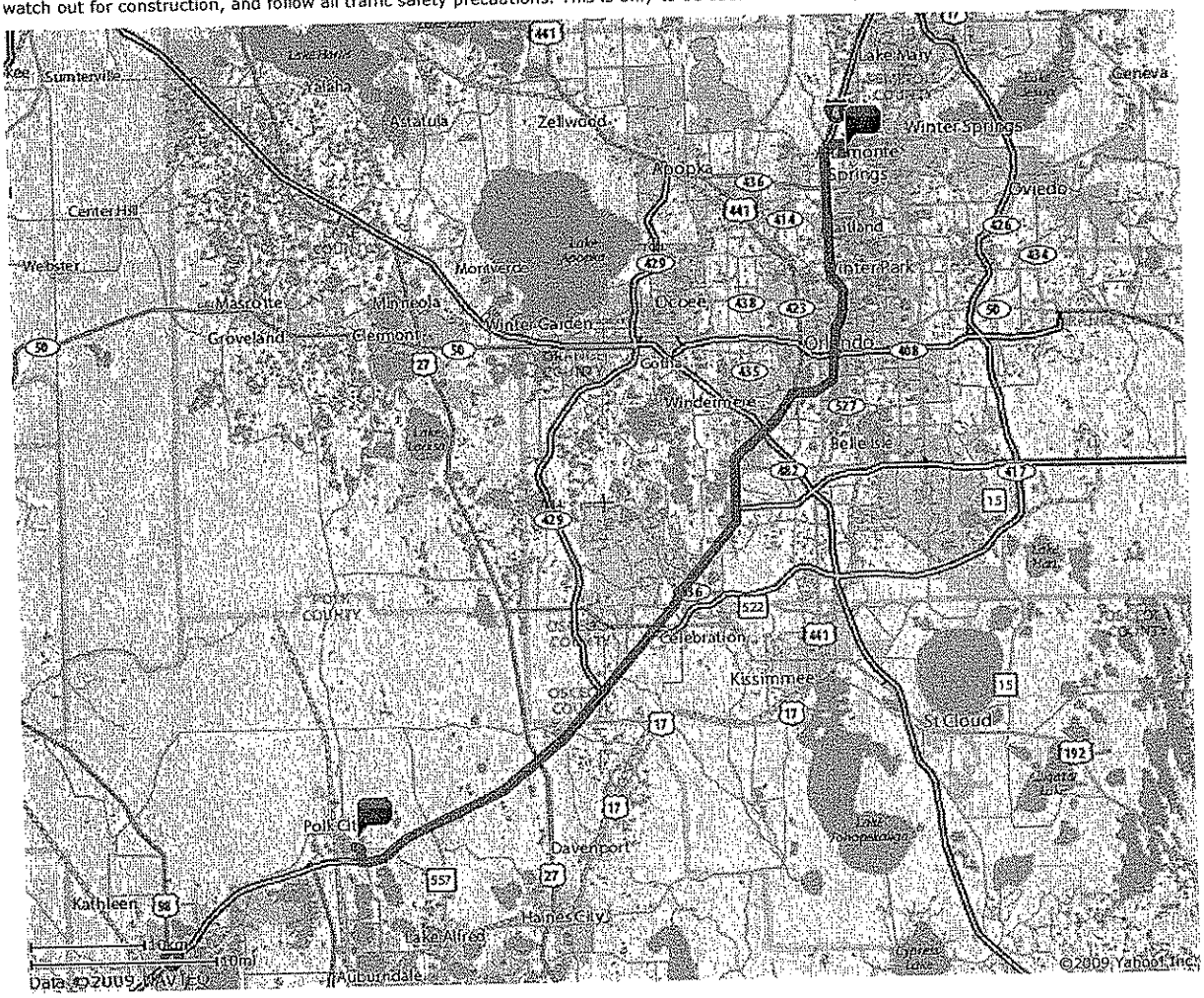
Board Meeting Highlights – September 9, 2009

- Chairman's Announcements: Chairman Quinones welcomed members and noted that the Personnel Committee was tentatively scheduled to meet today immediately following the Board meeting; however the meeting has been cancelled and the Regional Transportation Funding Task Force will meet instead immediately following today's meeting. Chairman Quinones also noted Board members who serve on the Task Force and invited other Board members to attend the meeting. Chairman Quinones asked Cmsr. Fernandez to provide the TDLCB report. She reported that at the 8/13/09 TDLCB meeting Lynx provided a System Statistics report on paratransit service, and noted a significant decrease in paratransit work trips. Lynx also reported that the new fare collection policy has been effective reducing the number of uncollected fares. Chairman Quinones announced that the Executive Committee will meet on 10/14/09 immediately following the Board meeting.
- Executive Director's Announcements: Mr. Barley recognized alternates: Cmsr. Samuel B. Ings (for Mayor Dyer), Cmsr. Velma Williams (for Mayor Kuhn), and Mr. Tom O'Hanlon (for Mr. Joel Davis). Congratulated Mayor Bates as the Florida League of Cities newly elected Vice-President. Mr. Barley provided the SunRail update for Mayor Dyer who was out of town. He noted several meetings held to further discuss SunRail, to include separate meetings with Mr. Jeff Koons and Senator Paula Dockery. The Florida legislature may hold a special session in November to address SunRail. Mr. Barley also updated members on the Florida High Speed Rail noting that FDOT is in the process of submitting four funding applications for tracks one and two. FDOT will hold a Public Information meeting on 9/17/09 @ 4 p.m. at 10100 International Drive, Orlando. He reported on the Air Quality and Climate Change conference he attended in Jacksonville last month noting that while Central Florida is in compliance with ozone standards other Florida counties have been declared non-attainment and discussions of imposing stricter ozone standards is ongoing. Mr. Barley noted that the LRTP inconsistencies noted by Osceola County last month were resolved with the help of Osceola County staff and METROPLAN ORLANDO staff. Ms. Kelley Teague provided an overview of the LRTP Executive Summary provided to members.
- Public Comments (action items): None
- Unanimously approved Consent Agenda (Items A – G)
- Unanimously approved Resolution No. 09-22 ratification of Board Resolution No. 09-22 (Roll Call)
- Unanimously approved Resolution No. 09-24 on TIP Amendments included Roll Forward projects (Roll Call)
- Unanimously approved FY 2014/15-2029/30 Prioritized Project List
- Unanimously approved Information Items for Acknowledgement (Items A-I).
- Presentations: Report on ARRA Project Implementation (Mr. Alex Trauger), and Options for Accelerating the Implementation of the I-4 Master Plan (Mr. Harold Barley)
- Public Comments (general): Ms. Sharon Carter expressed support of public education relative to the I-4 project and special use lanes.
- Next Board meeting scheduled for October 14, 2009 at 9:00 a.m.

7-17-09
MPO Alliance Mtg

YAHOO! LOCAL Maps

When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.



A 1627 Orlando Ave, Longwood, FL

1. Start at **1627 ORLANDO AVE, LONGWOOD** going toward **BOYER ST** - go **0.1** mi
2. Turn **L** on **PALM SPRINGS DR** - go **0.6** mi
3. Turn **L** on **W STATE ROAD 434(SR-434 W)** - go **1.2** mi
4. Take ramp onto **I-4 W** - go **49.4** mi
5. Take exit **#44/POLK CITY/AUBURNDALE** onto **STATE ROAD 559(SR-559)** toward **POLK CITY/FANTASY OF FLIGHT** - go **0.9** mi
6. Turn **L** on **BROADWAY BLVD(SR-559)** - go **0.4** mi
7. Arrive at **1400 BROADWAY BLVD SE, POLK CITY**, on the **L**

B 1400 Broadway Blvd, SE, Polk City, FL

Total Distance: 52.73 mi, Total Travel Time: 59 mins

Round Trip 105.46 miles

Joint Meeting
Chairs Coordinating Committee
Central Florida MPO Alliance

AGENDA

Fantasy of Flight
Orlampa Conference Center
Polk City, Florida
Friday, July 17, 2009
12:00 P.M.

Joint Meeting
Chairs Coordinating Committee
Central Florida MPO Alliance

Fantasy of Flight
Orlampa Conference Center
Polk City, Florida
Friday, July 17, 2009
12:00 P.M.

Lunch Provided

AGENDA

Commissioner Jim Verplanck (CCC) and Commissioner Kyle Kay (CFMPOA) Presiding

I. **Call to Order and Introductions**

II. **2008 Joint Meeting Summary** **Tab 1**

III. **2009 Legislative Session Briefing** **Tab 2**

Mr. Howard Glassman, MPOAC Executive Director, will give a briefing on the 2009 legislative session.

III. **Florida Department of Transportation Statewide Initiatives**

Assistant Secretary Debbie Hunt will provide an update on statewide FDOT initiatives. This will include an overview of the process underway to update the 2010 Strategic Intermodal System Plan, an update on the Florida High Speed Rail project, and a report on the funding challenges facing the Department.

IV. **Tampa Bay Area Regional Transportation Authority (TBARTA)**

Mayor Frank Hibbard, Vice Chairman of TBARTA and a member of the Pinellas County MPO, will provide an update on TBARTA activities.

V. SunRail Update

Secretary Noranne Downs, FDOT District 5, will give an update on the SunRail Project. Mr. Harry Barley, METROPLAN ORLANDO, will provide an overview of developments since the close of the 2009 Legislative session.

VI. District 1 Rail Traffic Evaluation Study

Mr. Ben Walker, FDOT District 1, will provide a report on the District 1 Rail Traffic Evaluation Study.

VII. Opportunities for Success Through Collaboration

VIII. Member Comments

IX. Public Comments

X. Adjournment

Section 286.0105, Florida Statutes, states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact METROPLAN ORLANDO at (407) 481-5672 at least 48 hours before the meeting.

Executive Briefing

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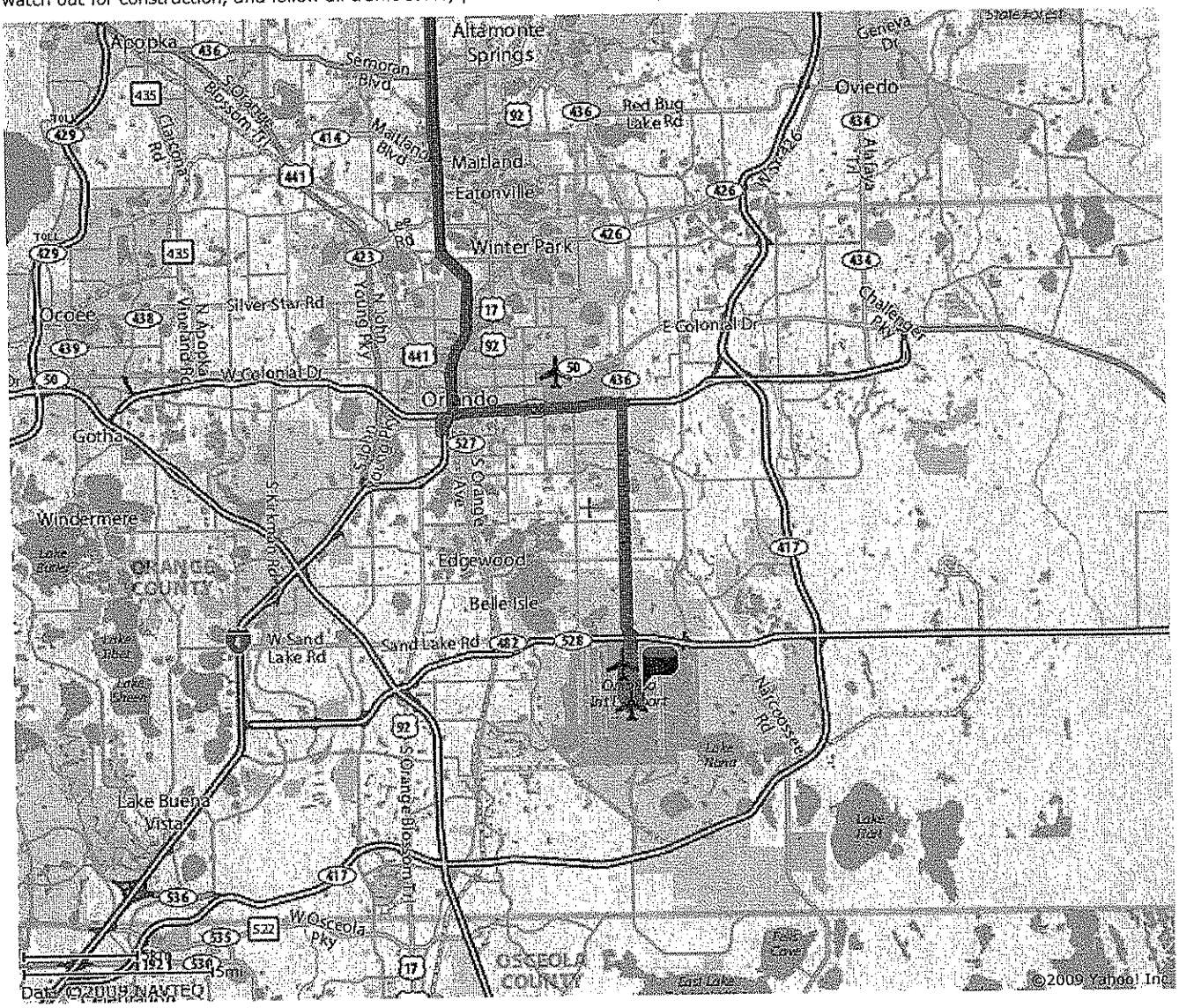
9-22-09

YAHOO! LOCAL Maps

When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.



A 1627 Orlando Avenue, Longwood

1. Start at **1627 ORLANDO AVE, LONGWOOD** going toward **BOYER ST** - go **0.1** mi
2. Turn **L** on **PALM SPRINGS DR** - go **0.6** mi
3. Turn **L** on **W STATE ROAD 434(SR-434 W)** - go **1.2** mi
4. Take ramp onto **I-4 W** - go **11.4** mi
5. Take exit **#82A/SR-408-TOLL** onto **SR-408-TOLL E** toward **TITUSVILLE** (Toll applies) - go **4.7** mi
6. Take exit **#14/SEMORAN BLVD (SR-436)/AIRPORT** onto **LAKE UNDERHILL RD** (Toll applies) - go **0.5** mi

7. Turn R on **S SEMORAN BLVD(SR-436)** - go **6.1** mi
8. Continue on **AIRPORT BLVD** toward **ORLANDO INT'L AIRPORT** - go **1.8** mi
9. Take L ramp onto **AIRPORT BLVD** toward **TERMINAL B/NORTH EXIT (SR-436)/SR-528-TOLL** - go **0.5** mi
10. Arrive at **9300 AIRPORT BLVD, ORLANDO,** on the L

B 9300 Airport Boulevard, Orlando, FL

1. Start at **9300 AIRPORT BLVD, ORLANDO** going toward **S SEMORAN BLVD** - go **1.5** mi
2. Continue on **S SEMORAN BLVD(SR-436 N)** - go **5.0** mi
3. Bear L to follow **SR-436 N** - go **1.1** mi
4. Take ramp onto **SR-408-TOLL W** toward **DOWNTOWN/ORLANDO** (Toll applies) - go **4.1** mi
5. Take exit **#10B/DAYTONA BEACH** onto **I-4 E** (Toll applies) - go **11.3** mi
6. Take exit **#94/LONGWOOD/WINTER SPGS** - go **0.2** mi
7. Turn R on **W STATE ROAD 434(SR-434 E)** - go **1.1** mi
8. Turn R on **PALM SPRINGS DR** - go **0.6** mi
9. Turn R on **ORLANDO AVE** - go **0.1** mi
10. Arrive at **1627 ORLANDO AVE, LONGWOOD,** on the L

C 1627 Orlando Avenue, Longwood

Total Distance: 52.03 mi, Total Travel Time: 1 hr 18 mins

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Detail Statement

CARLTON HENLEY
1627 ORLANDO AVE
LONGWOOD FL 32750-6810

Statement Period: 07/01/2009 12:00:00 AM to 07/31/2009 11:59:59 PM Customer# 859795
Printed On: 09/23/2009 09:45:11 AM

You are enrolled in SunPass® Plus.

Financial Activity of Transponder 022308740110

Process Date	Activity	Transaction Type	Amount	Running Balance
	BEGINNING TRANSPONDER BALANCE			**$17.20**
07/22/2009 12:10:57	Transponder 022308740110 on 07/22/2009 11:20:15 at SR 434 C/D Ramps lane 04D with 02 axles.	TTOL	($0.75)	$16.45
07/23/2009 03:46:16	Transponder 022308740110 on 07/22/2009 11:27:38 at University lane 09D with 02 axles.	TTOL	($0.75)	$15.70
07/23/2009 04:22:39	Transponder 022308740110 on 07/22/2009 11:34:44 at Curry Ford lane 07D with 02 axles.	TTOL	($0.75)	$14.95
	ENDING TRANSPONDER BALANCE			**$14.95**

$2.25 - tolls

For Questions and Inquiries, please contact (888) 865-5352
Florida Department of Transportation, 7941 Glades Road, Boca Raton, FL 33434

Transaction Legend --- REPL = Replenishment, TTOL = Transponder Toll, ETKT= Entry onto Florida's Tpke Mainline Ticket System, XTKT= Exit from Florida's Tpke Mainline Ticket System, SREC = Recovered Suspense, ITOL= Image Toll, EPRK = Entry into a SunPass Plus Parking facility, PRKG = Exit from a SunPass Plus Parking facility, XADJ = Axle Adjustment, TCA = Toll Credit Adjustment, FADJ = Fare Adjustment (Managed Lanes)

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Questions/Comments
(407) 825-3562
Entrance: 11:46 07/22/09 Lane # 12
Exit : 13:49 07/22/09 Lane # 35
Length of stay: 0 d. 02 h. 03 mn.
License plate : FL A292NV
Cashier: 132 Shift: 0231 SEQ# 46665
Paid $ 4.00 Cash

CH

4.00 parking

Do you want to attend? you have mtgs scheduled beginning @ 1:30 but I can move them

Venn, Gretchen

From: Jacob V. Stuart [jacob.stuart@centralfloridapartnership.org]
Sent: Wednesday, June 24, 2009 6:49 PM
To: Central Florida County Commisioners and County Council Members
Cc: Central Florida County Managers
Subject: Important "Executive Briefing"--Wednesday, July 22, 2009--11:45 a.m., to 2:00 p.m.--Hyatt Regency Orlando International Airport--Regarding High-Speed Intercity Passenger Rail for Florida

Please join us for an important "Executive Briefing," hosted by the Central Florida Partnership and designed to update Regional Leaders involved in Regional Transportation Issues. Specifically, we'll be talking together about High-Speed Intercity Passenger Rail for Florida.

This "Executive Briefing" will be held Wednesday, July 22, 2009, from 11:45 a.m., to 2:00 p.m., at the Hyatt Regency Orlando International Airport, click here for directions. <http://orlandoairport.hyatt.com/hyatt/hotels/services/maps/index.jsp;jsessionid=Y1C3EMAAT4PMOCTEAGCSFEYKMQAYMIV0?icamp=propMapDirections>

"Executive Briefing"
Hosted By the Central Florida Partnership Wednesday, July 22, 2009
11:45 a.m., to 2:00 p.m.
Hyatt Regency Orlando International Airport 9300 Airport Boulevard Orlando, FL 32827 RSVP to Pam Clancy at 407.835.2486 or via email at pam.clancy@orlando.org.

So you will know, we're inviting a wide variety of "folks" from a wide variety of groups and organizations involved in Regional Transportation Issues. Our invitation list includes "folks" from the Florida High-Speed Rail Authority, LYNX, METROPLAN Orlando, East Central Florida Regional Planning Council, myregion.org, Greater Orlando Aviation Authority, Canaveral Port Authority, Florida Department of Transportation, Orlando-Orange County Expressway Authority, Florida's Turnpike Enterprise, Central Florida Chambers of Commerce Alliance, Metropolitan Business Alliance, Central Florida Community Leadership Programs, League of Women Voters, Central Florida Cities and Counties, Central Florida Legislative Delegation, Florida Transportation Commission, Floridians for Better Transportation, Congress of Regional Leaders, Super Regional Strategy Team, and Central Florida Transportation Corridors "Task Force." Although it's a long list of groups and organizations; we're anticipating a small gathering, allowing "every voice to be heard."

As is our custom and protocol, all are welcome to attend this "Executive Briefing." However, since this will be a luncheon meeting, we would ask those planning to attend to please RSVP to Pam Clancy at 407.835.2486, or via email at pam.clancy@orlando.org, allowing us to properly plan how many chairs need to be at the table, okay?

Please know, this "Executive Briefing" is an important first step regarding regional support for High-Speed Intercity Passenger Rail for Florida. As a result, if you have any ideas regarding "folks" that should be in attendance; please let me know so that my actions may be guided accordingly. By the way, similar meetings are being encouraged in Tampa, Miami, and Jacksonville; making sure that support for High-Speed Intercity Passenger Rail involves "folks" from all parts of Florida.

When it comes to Florida High-Speed Rail and how we can advance the Vision for High-Speed Rail in America, the Central Florida Partnership is "ready, willing, and able" to help coordinate this regional effort. Toward this end, working with others, the Central Florida Partnership is proud to host this "Executive Briefing," which will be the first of several

similar regional meetings designed to provide special updates regarding High-Speed Intercity Passenger Rail for Florida.

In attendance at this "Executive Briefing" will be Ed Turanchik, President of the newly formed Connect Us, "a-statewide-grassroots-effort" designed to support High-Speed Intercity Passenger Rail for Florida. Believe me, there's a lot going on and time is very short; so I hope your calendar will allow you to join us at this "Executive Briefing."

This "Executive Briefing" will follow on the heels of the "Annual Transportation Summit," hosted by Floridians for Better Transportation (FBT), planned for July 16 - 17, 2009, in St. Pete Beach, Florida. To learn more about the "Annual Transportation Summit," please contact Doug Callaway, President, Floridians for Better Transportation (FBT) by telephone at 850.521.1256, or check their web site at www.bettertransportation.org. To speed things along, here is the "link" for the upcoming "Annual Transportation Summit." <http://guest.cvent.com/EVENTS/Info/Summary.aspx?e=b58d2bf9-e88d-4cff-b2e7-e48df7d33fa5>

As a reminder to you, the Central Florida Partnership is a place where positive ideas are advanced on behalf of our region - ideas that matter most to the millions of people who live, work, learn and play in Central Florida. Want to know more about the Central Florida Partnership? Just click here, "Ideas to Results." <http://www.ideastoresults.org/>

Once again, working with others, the Central Florida Partnership is ready to help galvanize regional support for this important opportunity, since High-Speed Intercity Passenger Rail for Florida is important to our regional future and, too, to the "Future of Florida."

Questions? Comments? Suggestions? Please don't hesitate give me a call. Or, in my absence, you're most welcome to contact Mike Ketchum, Vice President of Public Policy for the Central Florida Partnership at 407.835.2464, or via email at mike.ketcum@orlando.org.

Very much, I hope to see you at this "Executive Briefing," hosted by the Central Florida Partnership, Wednesday, July 22, 2009, from 11:45 a.m., to 2:00 p.m., at the Hyatt Regency Orlando International Airport. As a courtesy to those involved, please remember to RSVP to Pam Clancy at 407.835.2486 or via email at pam.clancy@orlando.org.

Jacob V. Stuart
President & CEO
Central Florida Partnership
America's Newest Regional Partnership

Mailing Address: P.O. Box 1234, Orlando, Florida, 32802 Street Address: 75 South Ivanhoe Boulevard, Orlando, Florida 32804
Telephone: 407.835.8005
Direct Dial: 407.835.2517
Email Address: jacob.stuart@ideastoresults.org
Web: www.ideastoresults.org

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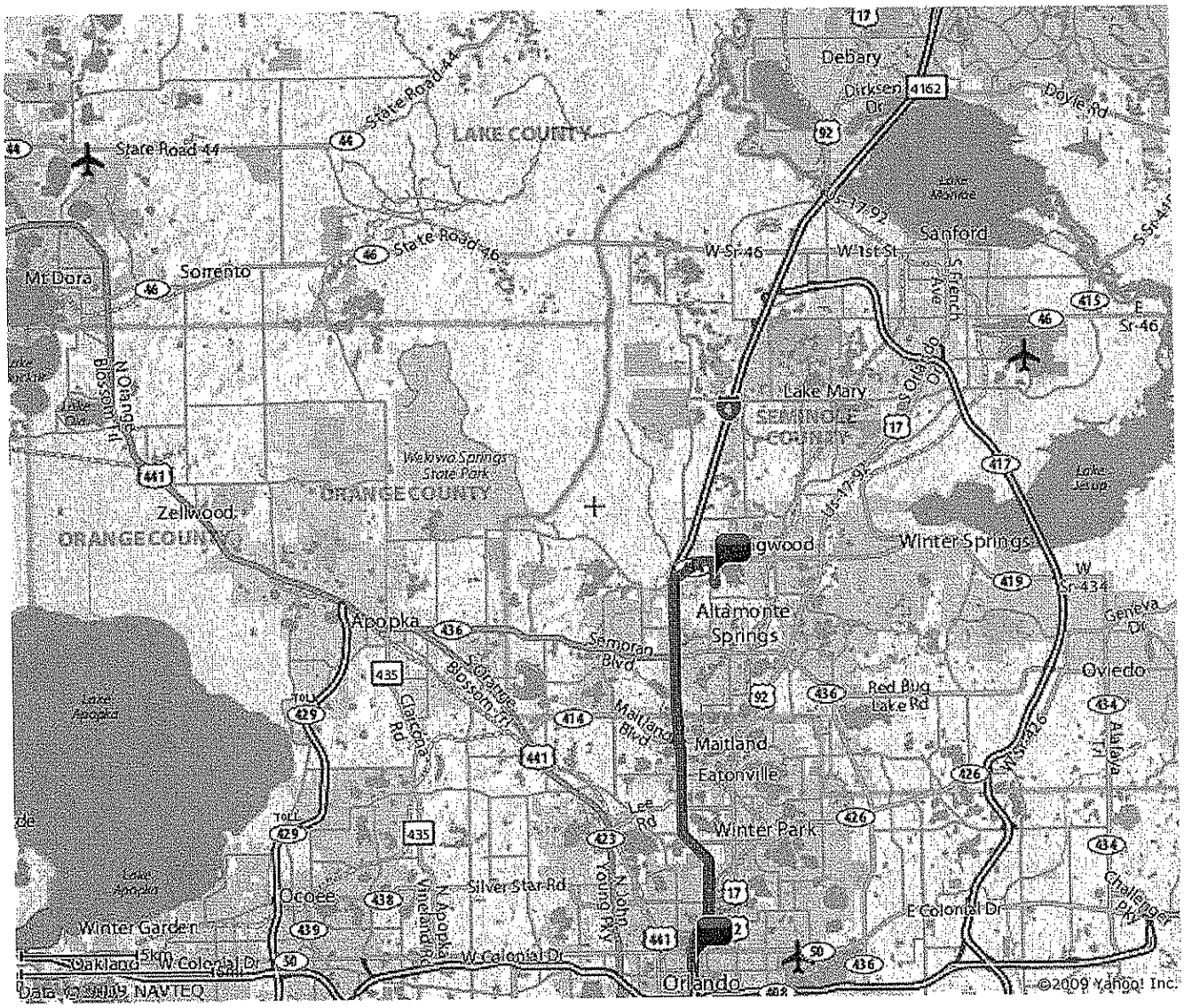

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2. Turn **L** on **PALM SPRINGS DR** - go **0.6** mi
3. Turn **L** on **W STATE ROAD 434(SR-434 W)** - go **1.2** mi
4. Take ramp onto **I-4 W** - go **9.2** mi
5. Take exit **#84/COLONIAL DRIVE (US-17)/CENTROPLEX (US-92)/IVANHOE BLVD** toward **#84/ COLONIAL DRIVE/US-17/CENTROPLEX/US-92/SR-50** - go **0.7** mi
6.

Turn L on **N HUGHEY AVE** - go **0.4** mi

7. Turn L on **W LIVINGSTON ST**
8. Turn L on **N GARLAND AVE**
9. Arrive at **455 N GARLAND AVE, ORLANDO,** on the R

B 455 North Garland Ave,Orlando FL

1. Start at **455 N GARLAND AVE, ORLANDO** going toward **W AMELIA ST** - go **0.2** mi
2. Take L ramp onto **I-4 E** - go **9.8** mi
3. Take exit **#94/LONGWOOD/WINTER SPGS** - go **0.2** mi
4. Turn R on **W STATE ROAD 434(SR-434 E)** - go **1.1** mi
5. Turn R on **PALM SPRINGS DR** - go **0.6** mi
6. Turn R on **ORLANDO AVE** - go **0.1** mi
7. Arrive at **1627 ORLANDO AVE, LONGWOOD,** on the L

C 1627 Orlando Avenue, Longwood

Total Distance: 24.45 mi, Total Travel Time: 38 mins

LYNX Audit Committee Agenda

Central Florida Regional Transportation Authority
455 N. Garland Ave.
2nd Floor Conference Room
Orlando, FL 32801

Board Date: 7/23/2009
Time: 10:30 A.M.

As a courtesy to others, please silence all electronic devices during the meeting.

1. Call to Order

2. Approval of Minutes

- _Minutes from the May 28, 2009 Audit Committee Meeting — Pg. 2

3. Audit Agenda Items

A. Update on Funding Partner Presentation and Proposed Funding Agreements with the Funding Partners — Pg. 6
B. Update on LYNX' Investment Policy — Pg. 7
C. Update on Federal Transit Administration Procurement System Review — Pg. 8
D. Update on Fuel Situation with J H Williams Oil Company, Inc. — Pg. 9
E. Review of LYNX' Revised Transit Station License Agreement for the Shelter/Amenities Program — Pg. 10

5. Information Items
(For Review Purposes Only - No action required)

I. LYNX 12 Month Rolling Calendar — Pg. 20

LYNX Board Agenda

Board Date: 7/23/2009
Time: 1:00 P.M.

Central Florida Regional Transportation Authority
455 N. Garland Ave.
2nd Floor Board Room
Orlando, FL 32801

As a courtesy to others, please silence all electronic devices during the meeting.

1. Call to Order & Pledge of Allegiance

2. Approval of Minutes

   - Minutes from the May 28, 2009 Board of Directors meeting — Pg. 3

3. Public Comments

   - Citizens who would like to speak under Public Comments shall submit a request form to the Assistant Secretary prior to the meeting. Forms are available at the door.

4. Chief Executive Officer's Report

5. Consent Agenda

A. Release Requests for Proposal (RFP)

i. Authorization to Release Request for Proposal (RFP) for a Third Party Administrator for Workers' Compensation and Tort and Public Liability — Pg. 10

ii. Authorization to Release a Request for Proposal (RFP) for Cashless Fareboxes and Associated Probing Equipment for LYNX' PickUpLine Vehicles — Pg. 12

B. Award Contracts

i. Authorization to Award a Contract to Arthur J. Gallagher Risk Management Services, Inc. for Insurance Brokerage Services — Pg. 14

ii. Authorization to Award Contract to Kemco Industries, LLC for the Fabrication of Bus Shelters — Pg. 16

iii. Authorization to Award a Contract to Magnetic Ticket & Label for Printing and Encoding Fare Cards — Pg. 23

C. Extension of Contracts

i. Authorization to Exercise First Year Option of Contract #06-006 with B&L Commercial Cleaning for Trash Removal at LYNX Bus Stops, Shelters and Superstops — Pg. 25

ii. Authorization to Exercise First Year Option of Contract #06-004 with B&L Commercial Cleaning for Lawn Maintenance at LYNX Bus Stops — Pg. 27

D. Miscellaneous

i. Authorization to Execute Amendment #1 of the Florida Commission for the Transportation Disadvantaged Medicaid Non-Emergency Transportation (NET) Program Agreement (#BDM88) — Pg. 29

ii. Approval of LYNX' Disadvantaged Business Enterprise (DBE) Goal for Fiscal Year 2009/2010 — Pg. 34

iii. Authorization to Modify the Transportation Disadvantaged Operating Grant Agreement — Pg. 36

iv. Authorization to Transfer a Retired Revenue Vehicle to the City of Winter Springs Police Department — Pg. 38

v. Authorization to Write-Off Assests as of June 30, 2008 Physical Inventory Count and Reconciliation — Pg. 39

vi. Authorization to Issue an Invitation for Bid (IFB) to Make Repairs to the LYMMO Roadway — Pg. 42

vii. Ratification of the FY 2010-2019 Transit Development Plan (TDP) Minor Update — Pg. 44

viii.

Authorization to Approve the Revised Transit Station License Agreement for the LYNX Shelter/Amenities Program Pg. 45

ix. Authorization to Initiate the Public Participation Process for Consideration of the Proposed Service Efficiency Changes for December 6, 2009 Pg. 55

x. Adoption of the LYNX Environmental Policy Statement Pg. 62

xi. Authorization to Increase the Data Transfer Solutions (DTS) Consultant Team Program Contract #05-003 Pg. 65

6. **Action Agenda**

A. Authorization to Implement the Proposed Fixed Route Service Changes for August 16, 2009 Pg. 67

7. **Other Business**

8. **Monthly Reports**
(For Review Purposes Only - No action required)

A. Monthly Financial Reports - May 31, 2009 Pg. 69
- *Attachment*

B. Monthly Financial Reports - April 30, 2009 Pg. 76
- *Attachment*

C. Ridership Report - May 2009 Pg. 83

D. Planning & Development Report - May/June 2009 Pg. 87

E. Communications Report - May/June 2009 Pg. 90

F. Legislative Report Pg. 97

G. Monthly Employee Travel Report - July 2009 Pg. 100

H. Monthly Employee Travel Report - June 2009 Pg. 102

Section 286.0105, Florida Statues states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans With Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact Sarah Tirado at 455 N. Garland Ave, Orlando, FL 32801 (407) 841-2279, extension 3012, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

LYNX Audit Committee Agenda

Central Florida Regional Transportation Authority
455 N. Garland Ave.
2nd Floor Conference Room
Orlando, FL 32801

Board Date: 9/24/2009
Time: 10:30 A.M.

As a courtesy to others, please silence all electronic devices during the meeting.

1. Call to Order

2. Approval of Minutes

   - _Minutes from the July 23, 2009 Audit Committee Meeting — Pg. 2

3. Audit Agenda Items

   A. Update on FY2010 Proposed Operating and Capital Budgets — Pg. 17
   B. Presentation on Proposed Funding Agreements with Funding Partners — Pg. 18
   C. Presentation on LYNX' Proposed Investment Policy — Pg. 36
   D. Presentation on Diesel Fuel Hedging — Pg. 49
   E. Update on the Amalgamated Transit Union Local 1596 Pension Plan Trustees' and the Authority to Bind LYNX to Financial Obligations — Pg. 50
   F. Update on the ATU 1596 and ATU 1749 Collective Bargaining Unit Agreements — Pg. 51
   G. Update on LYNX' Unified Shelter Program — Pg. 52

5. Information Items
   (For Review Purposes Only - No action required)

   I. LYNX 12 Month Rolling Calendar — Pg. 53

LYNX Board Agenda

Board Date: 9/24/2009
Time: 1:00 P.M.

Central Florida Regional Transportation Authority
455 N. Garland Ave.
2nd Floor Board Room
Orlando, FL 32801

As a courtesy to others, please silence all electronic devices during the meeting.

1. Call to Order & Pledge of Allegiance

2. Approval of Minutes

- Minutes from the July 23, 2009 Board of Directors Meeting — Pg 4

3. Recognition

- Richard Chase, Facilities Maintenance Supervisor, 25 Years
- Jean Gilbert, Bus Operator, 25 Years
- Edward Schlauraff, Bus Operator, 20 Years

4. Public Comments

- Citizens who would like to speak under Public Comments shall submit a request form to the Assistant Secretary prior to the meeting. Forms are available at the door.

5. Chief Executive Officer's Report

6. Consent Agenda

A. Award Contracts

i. Authorization to Award a Contract to Adams Tank and Lift, Inc. for Supply and Installation of an Automated Fueling System — Pg 8

ii. Authorization to Award a Contract to McCartney & Co., Inc. for LYMMO Roadway Repairs — Pg 10

iii. Authorization to Award Contract to AECOM Technical Services, Inc. for Architecture and Engineering General Services — Pg 12

iv. Authorization to Award a Contract to Transit Resource Center for Bus Line Inspection Services — Pg 15

v. Authorization to Award a Contract to Glover Oil Company for Biodiesel — Pg 18

vi. Authorization to Award a Contract to Glass Protection Services, Inc. for the Installation of a Safety Thermal Window Film — Pg 20

B. Extension of Contracts

i. Authorization to Execute an Interlocal Agreement with VOTRAN for Commuter Bus Service between Volusia County and Downtown Orlando — Pg 23

ii. Authorization to Exercise Third Year Option of Contract #06-001 with Akerman Senterfitt for Federal Lobbying Services — Pg 36

iii. Authorization to Exercise Third Year Option of Contract #07-019 with Spencer Fabrications, Inc., for Manufacturing of LYNX Passenger Shelters and Amenities — Pg 38

C. Miscellaneous

i. Authorization to Auction Obsolete Bus Parts — Pg 40

- Attachment

ii. Authorization to Transfer Eleven Retired Buses to the Gainesville Regional Transit System — Pg 51

iii. Authorization to Appoint Edward L. Johnson as Trustee on the LYNX Deferred Compensation Plan — Pg 54

iv. Authorization to Reappoint Edward L. Johnson as a Management Trustee to the Amalgamated Transit Union (ATU) Local 1596 Pension Plan — Pg 57

v. Authorization to Amend Contract #05-002 with AECOM Technical Services, Inc. for General Consulting Services — Pg 60

vi. Authorization to Enter into an Interlocal Services Agreement with Polk County for PickUp Line Services — Pg 62
vii. Ratification of the Department of Homeland Security Transit Security Grant Program Award — Pg 80
viii. Authorization to Approve the Local Funding Portion for the Build-out of the Champs Restaurant — Pg 82
ix. Authorization to Purchase up to Thirty-one Buses Under LYNX Contract #09-C05 with Gillig, LLC — Pg 84
x. Authorization to Issue a Purchase Order to First Class Coach Sales Under the Florida Department of Transportation's Florida Vehicle Procurement Program's (FVPP) State Contract #FVPP-08-SC-FCC for the Procurement of Twenty-Three (23) Paratransit Vehicles Funded with American Recovery and Reinvestment Act (ARRA) Funds — Pg 86
xi. Authorization to Enter into an Annual Coordination Agreement with Three Medicaid Compensable Entities and Forty-eight Non-Compensable Entities — Pg 89
xii. Authorization to Execute the Joint Participation Agreements with the Florida Department of Transportation (FDOT) for FY2010 Service Development Grants — Pg 105
xiii. Authorization to Issue a Change Order to Don Wood, Inc. to Upgrade Electrical Circuits for the Biodiesel Demonstration Project — Pg 110
xiv. Authorization to Approve the Local Coordination Agreements with the following Human Service Agencies; Osceola Council on Aging; Seniors First; Seminole County Mental Health; Seminole County Meals on Wheels; Quest, Inc.; Primrose; Osceola ARC; and the Independent Transportation Network of Orlando — Pg 112

7. Action Agenda

A. Authorization to Implement the Proposed Service Changes and Service Efficiencies Effective December 6, 2009 — Pg 129
Presentation
B. Authorization to Release Requests for Proposals (RFP's) Related to the American Recovery & Reinvestment Act; Revise the American Recovery & Reinvestment Act Projects' Amounts and the Associated Approval to Award Contracts — Pg 156
C. Authorization to Increase Contracts #09-C07 with Data Transfer Solutions (DTS) and #09-C08 with Reynolds, Smith & Hill (RSH) for General Consulting Services — Pg 160
D. Authorization to Increase LYNX' Staffing Level for Grant Funded Positions for the America Recovery & Reinvestment Act (ARRA) Projects and the Department of Homeland Security (DHS), Florida Department of Transportation (FDOT), and Federal Transit Administration (FTA) Programs and the Biodiesel Fuel Project with the Florida Department of Energy — Pg 162
E. Adoption of the FY2010 Operating and Capital Budgets — Pg 166
F. Authorization to Enter into the FY2010 Partner Agreement for THE CLUB PROGRAM with Orange County — Pg 171
G. Authorization to Approve a Uniform Funding Agreement and Enter into the FY2010 Service Funding Agreements with the Regional Funding Partners — Pg 183
H. Authorization to Adopt Resolutions 09-008, 09-009, 09-010 in Support of the State of Florida Department of Transportation's Track 1 and 2 Application for SunRail, HighSpeed Rail, and Amtrak Services — Pg 306
I. 2010 State Legislative Priorities — Pg 313
- *Presentation*
J. Authorization to Enter into a Purchasing Agreement with Orange County and Orlando Utilities Commission (OUC) to Purchase Biodiesel Fuel from LYNX — Pg 322
K. Approval of Chief Executive Officer's (CEO) Annual Appraisal — Pg 324
L. Election of the 2010 Board of Directors' Officers — Pg 325

8. Work Session

A. Presentation on Seminole County's 17/92 Community Redevelopment Agency (CRA) — Pg 326

9. Information Items

(For Review Purposes Only - No action required)

A. Update on the LYMMO Alternative Analysis Pg 327

10. Other Business

11. Monthly Reports
(For Review Purposes Only - No action required)

A. Monthly Financial Reports - July 31, 2009 - *Attachment* Pg 329

B. Monthly Financial Reports - June 30, 2009 - *Attachment* Pg 336

C. American Recovery and Reinvestment Act Project Status Report Pg 343

D. Ridership Reports - June/July/August 2009 Pg 346

E. Planning & Development Report - August/September 2009 Pg 358

F. Communications Report - July/August 2009 Pg 363

G. Legislative Report Pg 372

H. Monthly Employee Travel Report - September 2009 Pg 375

I. Monthly Employee Travel Report - August 2009 Pg 377

Section 286.0105, Florida Statues states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans With Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact Sarah Tirado at 455 N. Garland Ave, Orlando, FL 32801 (407) 841-2279, extension 3012, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Traffic Hearing Officer Renewal Contracts for 2009/10

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: Cindy Coto **CONTACT:** Sharon Peters **EXT:** 7211

MOTION/RECOMMENDATION:
Approve and authorize Chairman to execute five (5) Civil Traffic Hearing Officer Service Agreements for 2009/10.

County-wide Cynthia Coto

BACKGROUND:

The Civil Traffic Hearing Officers' program (THO) was established by the County to retain the services of qualified and competent hearing officers who would provide services to the 18th Judicial Circuit Traffic Court in Seminole County.

Traffic Hearing Officers provide services and serve at the pleasure of the Chief Judge pursuant to Sections 318.30-318.38, Florida Statutes; Article V, Section 2, Florida Constitution; Rule 6.010-6.630, Florida Rules of Traffic Court and the Eighteenth Judicial Circuit Administrative Orders and subject to the Florida Bar Code of Professional Responsibility and to the Judicial Code of Ethics.

The Officers hear between 70-120 cases daily on each of four (4) days per week, totalling approximately 20,000 cases annually which would otherwise have to be heard by County Judges and greatly overload the system.

The sum of $25,000 is budgeted in 00100.033000.530310 for FY 09/10.

STAFF RECOMMENDATION:
Staff recommends Board approval for the five Civil Traffic Hearing Officer Service Agreements for 2009/10.

ATTACHMENTS:

1. Civil Traffic Hearing Officer Agreement - Cino
2. Civil Traffic Hearing Officer - Morrison
3. Civil Traffic Hearing Officer - Pascucci
4. Civil Traffic Hearing Officer Agreement - Perzan
5. Civil Traffic Hearing Officer Agreement - Tunstall

Additionally Reviewed By:

- [x] Budget Review (Lisa Spriggs, Timothy Jecks)
- [x] County Attorney Review (Susan Dietrich)

CIVIL TRAFFIC HEARING OFFICER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of August, 2009, by and between **CHARLES J. CINO**, whose address is 555 West Granada Boulevard, Ormond Beach, Florida 32174, hereinafter referred to as "HEARING OFFICER" 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, COUNTY desires to retain the services of a competent and qualified hearing officer to provide hearing officer services for the 18th Judicial Circuit Traffic Court in Seminole County; and

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

WHEREAS, HEARING OFFICER is competent and qualified to furnish hearing officer services to COUNTY and desires to provide his services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain HEARING OFFICER to furnish services and perform those tasks as further described below:

(a) Serve at the pleasure of the Chief Judge.

(b) Provide services pursuant to the authority of Sections 318.30-318.38, Florida Statutes; Article V, Section 2, Florida Constitution; Rule 6.010-6.630, Florida Rules of Traffic Court and the Eighteenth Judicial Circuit Administrative Orders.

(c) Subject to the Florida Bar Code of Professional Responsibility and to the Judicial Code of Ethics.

(d) The HEARING OFFICER shall not wear judicial robes, but shall at all times dress in attire appropriate to an attorney appearing in Court.

(e) Shall avoid practices or occupations that would be a conflict or give the appearance of impropriety. The HEARING OFFICER is prohibited from representing clients or practicing before any other Hearing Officer of a civil traffic court or from representing clients in any civil traffic hearings before Seminole County Court Judges. In the event that the HEARING OFFICER determines he has a conflict of interest regarding any case to be heard by him, he shall immediately advise Court Administration.

(f) Attend meetings and trainings as scheduled by the Chief Judge, Administrative County Judge and/or Court Administration.

SECTION 2. QUALIFICATIONS. The HEARING OFFICER must:

(a) Remain a member in good standing of the Florida Bar for the duration of this Agreement. If the HEARING OFFICER is suspended or terminated from Bar membership, then this Agreement shall be cancelled, void and terminated without recourse.

(b) Have completed the forty (40) hour education and training program which has been approved by the Florida Supreme Court. HEARING OFFICER shall complete a four (4) hour continuing education program annually which has been approved by the Office of the State Courts and Chief Judge or designee. HEARING OFFICER shall pay his certification and continuing education fees, if applicable. HEARING OFFICER shall possess the skills and ability to competently perform the duties of a hearing officer as authorized by the Court. HEARING OFFICER shall immediately notify Court Administration, if he fails to complete all necessary training provided by the Court on an annual basis.

(c) Agree to maintain all licenses and approvals required to conduct his business, and, at all times, conduct his business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Court Administrator upon request.

(d) Immediately notify Court Administration of any problem and/or complaint filed against the HEARING OFFICER if the HEARING OFFICER has been formally or informally sanctioned or has agreed to sanctions.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate HEARING OFFICER for the professional services provided pursuant to this Agreement a fixed fee in the amount of FIFTY AND NO/100 DOLLARS ($50.00) per hour for actual hours served, with a three (3) hour minimum for the term of this Agreement. HEARING OFFICER shall perform all work required pursuant to this Agreement, but in no event shall HEARING OFFICER be paid more than the negotiated fee amount stated above.

(b) Payments shall be made to HEARING OFFICER when requested as work progresses for services furnished, but not more than once monthly. HEARING OFFICER may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of HEARING OFFICER's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay HEARING OFFICER the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) HEARING OFFICER 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 HEARING OFFICER;

(2) A complete and accurate record of services performed by HEARING OFFICER for all services performed by HEARING OFFICER during that month and for which COUNTY is being billed;

(3) A description of the services rendered in (2) above with sufficient detail to identify the exact nature of the work performed; and

(4) 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:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

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

(c) The HEARING OFFICER shall not be compensated for travel time or travel expenses.

(d) HEARING OFFICER shall not be provided space at any County courthouse other than the designated space set aside for performance of HEARING OFFICER duties. The HEARING OFFICER shall furnish his own equipment and supplies.

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of HEARING OFFICER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to HEARING OFFICER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to HEARING OFFICER may be determined subsequent to an audit as provided for in subsection (b) of this Section and the total compensation so determined shall be used to calculate final payment to HEARING OFFICER.

Conduct of this audit shall not delay payment as required by Section 3(b).

(b) HEARING OFFICER agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as to readily conform to the terms of this Agreement. HEARING OFFICER agrees to make such materials available at HEARING OFFICER'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, HEARING OFFICER shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 6. RESPONSIBILITY OF HEARING OFFICER.

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

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

SECTION 7. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until September 30, 2010.

SECTION 8. TERMINATION.

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

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

(2) Deliver to COUNTY all files, case reports, summaries, and such other information and materials as may have been accumulated by HEARING OFFICER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, HEARING OFFICER shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of HEARING OFFICER to fulfill his Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, HEARING OFFICER shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. HEARING OFFICER 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 HEARING OFFICER. 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 HEARING OFFICER.

(d) In the event the HEARING OFFICER is unable to perform this Agreement due to an injury or illness, or for other similar cause beyond the control of the HEARING OFFICER, then the HEARING OFFICER may be released from any and all obligations under this Agreement.

(e) In the event the HEARING OFFICER fails to meet minimum performance standards as determined by the Chief Judge and/or Court Administration and existing program policy procedures, or has been sanctioned by the Florida Bar, COUNTY reserves the right to either terminate this agreement or discontinue the services of said HEARING OFFICER until such time as the HEARING OFFICER has received further training or the HEARING OFFICER has complied with any sanctions.

(f) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that HEARING OFFICER 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.

(g) 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 9. EQUAL OPPORTUNITY EMPLOYMENT. HEARING OFFICER shall pay any and all applicable taxes required by law and is responsible for reviewing and complying with all pertinent State and Federal laws, including but not limited to, Title II of the 1964 Civil Rights Act, the Americans with Disabilities Act of 1990 and any other Federal or State law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability. HEARING

OFFICER is responsible for reviewing and complying with all pertinent county and city ordinances. Violation of these provisions by HEARING OFFICER shall be grounds for termination of this Agreement by the COUNTY without liability for payment of cancellation or other charges, except for payment of services previously performed.

SECTION 10. 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 11. INDEMNIFICATION OF COUNTY. HEARING OFFICER agrees to hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by HEARING OFFICER whether caused by HEARING OFFICER or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties. The HEARING OFFICER acknowledges adequate consideration for this indemnification provision.

SECTION 12. 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 13. 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 14. INDEPENDENT CONTRACTS. 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 HEARING OFFICER, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. HEARING OFFICER is to be and shall remain an independent HEARING OFFICER with respect to all services performed under this Agreement.

SECTION 15. SERVICES NOT PROVIDED FOR. No claim for services furnished by HEARING OFFICER not specifically provided for herein shall be honored by COUNTY.

SECTION 16. PUBLIC RECORDS LAW. HEARING OFFICER 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. HEARING OFFICER 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 17. 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:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

For HEARING OFFICER:

Charles J. Cino
555 West Granada Boulevard E-12
Ormond Beach, FL 32174

SECTION 18. 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 19. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, HEARING OFFICER 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 HEARING OFFICER.

SECTION 20. CONFLICT OF INTEREST.

(a) HEARING OFFICER agrees that he will not engage in any action that would create a conflict of interest in the performance of his 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) HEARING OFFICER 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 HEARING OFFICER 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, HEARING OFFICER 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.

HEARING OFFICER

Lisa M. Campbell
Witness
Lisa M Campbell
Print Name

Maddox
Witness
Pamela Maddox
Print Name

By: _____
CHARLES J. CINO

Date: 8/31/09

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

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

_____
County Attorney

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

SED/dre
08/20/09
P:\Users\Legal Secretary Csb\Miscellaneous\Hearing Officer Agreement 09-10 - Charles Cino.Doc

CIVIL TRAFFIC HEARING OFFICER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 31ST day of August, 2009, by and between **CHRISTOPHER H. MORRISON**, whose address is 1215 Louisiana Avenue, Winter Park, Florida 32789, hereinafter referred to as "HEARING OFFICER" 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, COUNTY desires to retain the services of a competent and qualified hearing officer to provide hearing officer services for the 18th Judicial Circuit Traffic Court in Seminole County; and

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

WHEREAS, HEARING OFFICER is competent and qualified to furnish hearing officer services to COUNTY and desires to provide his services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain HEARING OFFICER to furnish services and perform those tasks as further described below:

(a) Serve at the pleasure of the Chief Judge.

(b) Provide services pursuant to the authority of Sections 318.30-318.38, Florida Statutes; Article V, Section 2, Florida Constitution; Rule 6.010-6.630, Florida Rules of Traffic Court and the Eighteenth Judicial Circuit Administrative Orders.

(c) Subject to the Florida Bar Code of Professional Responsibility and to the Judicial Code of Ethics.

(d) The HEARING OFFICER shall not wear judicial robes, but shall at all times dress in attire appropriate to an attorney appearing in Court.

(e) Shall avoid practices or occupations that would be a conflict or give the appearance of impropriety. The HEARING OFFICER is prohibited from representing clients or practicing before any other Hearing Officer of a civil traffic court or from representing clients in any civil traffic hearings before Seminole County Court Judges. In the event that the HEARING OFFICER determines he has a conflict of interest regarding any case to be heard by him, he shall immediately advise Court Administration.

(f) Attend meetings and trainings as scheduled by the Chief Judge, Administrative County Judge and/or Court Administration.

SECTION 2. QUALIFICATIONS. The HEARING OFFICER must:

(a) Remain a member in good standing of the Florida Bar for the duration of this Agreement. If the HEARING OFFICER is suspended or terminated from Bar membership, then this Agreement shall be cancelled, void and terminated without recourse.

(b) Have completed the forty (40) hour education and training program which has been approved by the Florida Supreme Court. HEARING OFFICER shall complete a four (4) hour continuing education program annually which has been approved by the Office of the State Courts and Chief Judge or designee. HEARING OFFICER shall pay his certification and continuing education fees, if applicable. HEARING OFFICER shall possess the skills and ability to competently perform the duties of a hearing officer as authorized by the Court. HEARING OFFICER shall immediately notify Court Administration, if he fails to complete all necessary training provided by the Court on an annual basis.

(c) Agree to maintain all licenses and approvals required to conduct his business, and, at all times, conduct his business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Court Administrator upon request.

(d) Immediately notify Court Administration of any problem and/or complaint filed against the HEARING OFFICER if the HEARING OFFICER has been formally or informally sanctioned or has agreed to sanctions.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate HEARING OFFICER for the professional services provided pursuant to this Agreement a fixed fee in the amount of FIFTY AND NO/100 DOLLARS ($50.00) per hour for actual hours served, with a three (3) hour minimum for the term of this Agreement. HEARING OFFICER shall perform all work required pursuant to this Agreement, but in no event shall HEARING OFFICER be paid more than the negotiated fee amount stated above.

(b) Payments shall be made to HEARING OFFICER when requested as work progresses for services furnished, but not more than once monthly. HEARING OFFICER may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of HEARING OFFICER's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay HEARING OFFICER the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) HEARING OFFICER 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 HEARING OFFICER;

(2) A complete and accurate record of services performed by HEARING OFFICER for all services performed by HEARING OFFICER during that month and for which COUNTY is being billed;

(3) A description of the services rendered in (2) above with sufficient detail to identify the exact nature of the work performed; and

(4) 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:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

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

(c) The HEARING OFFICER shall not be compensated for travel time or travel expenses.

(d) HEARING OFFICER shall not be provided space at any County courthouse other than the designated space set aside for performance of HEARING OFFICER duties. The HEARING OFFICER shall furnish his own equipment and supplies.

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of HEARING OFFICER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to HEARING OFFICER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to HEARING OFFICER may be determined subsequent to an audit as provided for in subsection (b) of this Section and the total compensation so determined shall be used to calculate final payment to HEARING OFFICER.

Conduct of this audit shall not final payment as required by Section 3(b).

(b) HEARING OFFICER 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. HEARING OFFICER agrees to make such materials available at HEARING OFFICER'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, HEARING OFFICER shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 6. RESPONSIBILITY OF HEARING OFFICER.

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

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

SECTION 7. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until September 30, 2010.

SECTION 8. TERMINATION.

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

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

(2) Deliver to COUNTY all files, case reports, summaries, and such other information and materials as may have been accumulated by HEARING OFFICER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, HEARING OFFICER shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of HEARING OFFICER to fulfill his Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, HEARING OFFICER shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. HEARING OFFICER 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 HEARING OFFICER. 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 HEARING OFFICER.

(d) In the event the HEARING OFFICER is unable to perform this Agreement due to an injury or illness, or for other similar cause beyond the control of the HEARING OFFICER, then the HEARING OFFICER may be released from any and all obligations under this Agreement.

(e) In the event the HEARING OFFICER fails to meet minimum performance standards as determined by the Chief Judge and/or Court Administration and existing program policy procedures, or has been sanctioned by the Florida Bar, COUNTY reserves the right to either terminate this agreement or discontinue the services of said HEARING OFFICER until such time as the HEARING OFFICER has received further training or the HEARING OFFICER has complied with any sanctions.

(f) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that HEARING OFFICER 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.

(g) 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 9. EQUAL OPPORTUNITY EMPLOYMENT. HEARING OFFICER shall pay any and all applicable taxes required by law and is responsible for reviewing and complying with all pertinent State and Federal laws, including but not limited to, Title II of the 1964 Civil Rights Act, the Americans with Disabilities Act of 1990 and any other Federal or State law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability. HEARING

OFFICER is responsible for reviewing and complying with all pertinent county and city ordinances. Violation of these provisions by HEARING OFFICER shall be grounds for termination of this Agreement by the COUNTY without liability for payment of cancellation or other charges, except for payment of services previously performed.

SECTION 10. 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 11. INDEMNIFICATION OF COUNTY. HEARING OFFICER agrees to hold harmless, release and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by HEARING OFFICER whether caused by HEARING OFFICER or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties. The HEARING OFFICER acknowledges adequate consideration for this indemnification provision.

SECTION 12. 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 13. 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 14. INDEPENDENT CONTRACTS. 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 HEARING OFFICER, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. HEARING OFFICER is to be and shall remain an independent HEARING OFFICER with respect to all services performed under this Agreement.

SECTION 15. SERVICES NOT PROVIDED FOR. No claim for services furnished by HEARING OFFICER not specifically provided for herein shall be honored by COUNTY.

SECTION 16. PUBLIC RECORDS LAW. HEARING OFFICER 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. HEARING OFFICER 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 17. 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:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

For HEARING OFFICER:

Christopher H. Morrison
1215 Louisiana Avenue
Winter Park, FL 32789

SECTION 18. 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 19. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, HEARING OFFICER 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 HEARING OFFICER.

SECTION 20. CONFLICT OF INTEREST.

(a) HEARING OFFICER agrees that he will not engage in any action that would create a conflict of interest in the performance of his 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) HEARING OFFICER 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 HEARING OFFICER 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, HEARING OFFICER 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.

HEARING OFFICER

Witness

KELLY BURNETT
Print Name

Witness

Kelley Rowland
Print Name

By: _____
CHRISTOPHER H. MORRISON

Date: 8/31/09

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

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

County Attorney

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

SED/dre
08/20/09
P:\Users\Legal Secretary Csb\Miscellaneous\Hearing Officer Agreement 09-10 - Christopher Morrison.Doc

CIVIL TRAFFIC HEARING OFFICER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of September, 2009, by and between **JOHN A. PASCUCCI**, whose address is 24 Fenimore Lane, Palm Coast, Florida 32137, hereinafter referred to as "HEARING OFFICER", 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, COUNTY desires to retain the services of a competent and qualified hearing officer to provide hearing officer services for the 18th Judicial Circuit Traffic Court in Seminole County; and

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

WHEREAS, HEARING OFFICER is competent and qualified to furnish hearing officer services to COUNTY and desires to provide his services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain HEARING OFFICER to furnish services and perform those tasks as further described below:

(a) Serve at the pleasure of the Chief Judge.

(b) Provide services pursuant to the authority of Sections 318.30-318.38, Florida Statutes; Article V, Section 2, Florida Constitution; Rule 6.010-6.630, Florida Rules of Traffic Court and the Eighteenth Judicial Circuit Administrative Orders.

(c) Subject to the Florida Bar Code of Professional Responsibility and to the Judicial Code of Ethics.

(d) The HEARING OFFICER shall not wear judicial robes, but shall at all times dress in attire appropriate to an attorney appearing in Court.

(e) Shall avoid practices or occupations that would be a conflict or give the appearance of impropriety. The HEARING OFFICER is prohibited from representing clients or practicing before any other Hearing Officer of a civil traffic court or from representing clients in any civil traffic hearings before Seminole County court judges. In the event that the HEARING OFFICER determines he has a conflict of interest regarding any case to be heard by him, he shall immediately advise Court Administration.

(f) Attend meetings and trainings as scheduled by the Chief Judge, Administrative County Judge and/or Court Administration.

SECTION 2. QUALIFICATIONS. The HEARING OFFICER must:

(a) Remain a member in good standing of the Florida Bar for the duration of this Agreement. If the HEARING OFFICER is suspended or terminated from Bar membership, then this Agreement shall be cancelled, void and terminated without recourse.

(b) Have completed the forty (40) hour education and training program which has been approved by the Florida Supreme Court. HEARING OFFICER shall complete a four (4) hour continuing education program annually which has been approved by the Office of the State Courts and Chief Judge or designee. HEARING OFFICER shall pay his certification and continuing education fees, if applicable. HEARING OFFICER shall possess the skills and ability to competently perform the duties of a hearing officer as authorized by the Court. HEARING OFFICER shall immediately notify Court Administration, if he fails to complete all necessary training provided by the Court on an annual basis.

(c) Agree to maintain all licenses and approvals required to conduct his business, and, at all times, conduct his business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Court Administrator upon request.

(d) Immediately notify Court Administration of any problem and/or complaint filed against the HEARING OFFICER if the HEARING OFFICER has been formally or informally sanctioned or has agreed to sanctions.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate HEARING OFFICER for the professional services provided pursuant to this Agreement a fixed fee in the amount of FIFTY AND NO/100 DOLLARS ($50.00) per hour for actual hours served, with a three (3) hour minimum for the term of this Agreement. HEARING OFFICER shall perform all work required pursuant to this Agreement, but in no event shall HEARING OFFICER be paid more than the negotiated fee amount stated above.

(b) Payments shall be made to HEARING OFFICER when requested as services are furnished, but not more than once monthly. HEARING OFFICER may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of HEARING OFFICER's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay HEARING OFFICER the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) HEARING OFFICER 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 HEARING OFFICER;

(2) A complete and accurate record of services performed by HEARING OFFICER for all services performed by HEARING OFFICER during that month and for which COUNTY is being billed;

(3) A description of the services rendered in (2) above with sufficient detail to identify the exact nature of the work performed; and

(4) 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:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

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

(c) The HEARING OFFICER shall not be compensated for travel time or travel expenses.

(d) HEARING OFFICER shall not be provided space at any County courthouse other than the designated space set aside for performance of HEARING OFFICER duties. The HEARING OFFICER shall furnish his own equipment and supplies.

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of HEARING OFFICER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to HEARING OFFICER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to HEARING OFFICER may be determined subsequent to an audit as provided for in subsection (b) of this Section and the total compensation so determined shall be used to calculate final payment to HEARING OFFICER.

Conduct of this audit shall not delay payment as required by Section 3(b).

(b) HEARING OFFICER agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. HEARING OFFICER agrees to make such materials available at HEARING OFFICER'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, HEARING OFFICER shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 6. RESPONSIBILITY OF HEARING OFFICER.

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

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

SECTION 7. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until September 30, 2010.

SECTION 8. TERMINATION.

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

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

(2) Deliver to COUNTY all files, case reports, summaries, and such other information and materials as may have been accumulated by HEARING OFFICER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, HEARING OFFICER shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of HEARING OFFICER to fulfill his Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, HEARING OFFICER shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. HEARING OFFICER 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 HEARING OFFICER. 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 HEARING OFFICER.

(d) In the event the HEARING OFFICER is unable to perform this Agreement due to an injury or illness, or for other similar cause beyond the control of the HEARING OFFICER, then the HEARING OFFICER may be released from any and all obligations under this Agreement.

(e) In the event the HEARING OFFICER fails to meet minimum performance standards as determined by the Chief Judge and/or Court Administration and existing program policy procedures, or has been sanctioned by the Florida Bar, COUNTY reserves the right to either terminate this agreement or discontinue the services of said HEARING OFFICER until such time as the HEARING OFFICER has received further training or the HEARING OFFICER has complied with any sanctions.

(f) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that HEARING OFFICER 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.

(g) 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 9. EQUAL OPPORTUNITY EMPLOYMENT. HEARING OFFICER shall pay any and all applicable taxes required by law and is responsible for reviewing and complying with all pertinent State and Federal laws, including but not limited to, Title II of the 1964 Civil Rights Act, the Americans with Disabilities Act of 1990 and any other Federal or State law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability. HEARING

OFFICER is responsible for reviewing and complying with all pertinent County and city ordinances. Violation of these provisions by HEARING OFFICER shall be grounds for termination of this Agreement by the COUNTY without liability for payment of cancellation or other charges, except for payment of services previously performed.

SECTION 10. 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 11. INDEMNIFICATION OF COUNTY. HEARING OFFICER agrees to hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by HEARING OFFICER whether caused by HEARING OFFICER or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties. The HEARING OFFICER acknowledges adequate consideration for this indemnification provision.

SECTION 12. 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 13. 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 14. INDEPENDENT CONTRACTS. 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 HEARING OFFICER, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. HEARING OFFICER is to be and shall remain an independent HEARING OFFICER with respect to all services performed under this Agreement.

SECTION 15. SERVICES NOT PROVIDED FOR. No claim for services furnished by HEARING OFFICER not specifically provided for herein shall be honored by COUNTY.

SECTION 16. PUBLIC RECORDS LAW. HEARING OFFICER 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. HEARING OFFICER 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 17. 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:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

For HEARING OFFICER:

John A. Pascucci
24 Fenimore Lane
Palm Coast, FL 32137

SECTION 18. 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 19. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, HEARING OFFICER 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 HEARING OFFICER.

SECTION 20. CONFLICT OF INTEREST.

(a) HEARING OFFICER agrees that he will not engage in any action that would create a conflict of interest in the performance of his 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) HEARING OFFICER 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 HEARING OFFICER 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, HEARING OFFICER 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.

HEARING OFFICER

Dep R. Blair
Witness

Rick Blaine F.C.S.O. #445
Print Name

S. Williams FCSO #360
Witness

S. Williams
Print Name

By: John A Pascucci
JOHN A. PASCUCCI

Date: 9-1-09

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

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

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

_____
County Attorney

SED/dre
08/20/09
P:\Users\Legal Secretary Csb\Miscellaneous\Hearing Officer Agreement 09-10 - John Pascucci.Doc

CIVIL TRAFFIC HEARING OFFICER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of SEPTEMBER, 2009, by and between **JOSEPH C. PERZAN**, whose address is 260 Maitland Avenue, Suite 1500, Altamonte Springs, Florida 32701, hereinafter referred to as "HEARING OFFICER" 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, COUNTY desires to retain the services of a competent and qualified hearing officer to provide hearing officer services for the 18th Judicial Circuit Traffic Court in Seminole County; and

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

WHEREAS, HEARING OFFICER is competent and qualified to furnish hearing officer services to COUNTY and desires to provide his services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain HEARING OFFICER to furnish services and perform those tasks as further described below:

(a) Serve at the pleasure of the Chief Judge.

(b) Provide services pursuant to the authority of Sections 318.30-318.38, Florida Statutes; Article V, Section 2, Florida Constitution; Rule 6.010-6.630, Florida Rules of Traffic Court and the Eighteenth Judicial Circuit Administrative Orders.

(c) Subject to the Florida Bar Code of Professional Responsibility and to the Judicial Code of Ethics.

(d) The HEARING OFFICER shall not wear judicial robes, but shall at all times dress in attire appropriate to an attorney appearing in Court.

(e) Shall avoid practices or occupations that would be a conflict or give the appearance of impropriety. The HEARING OFFICER is prohibited from representing clients or practicing before any other Hearing Officer of a civil traffic court or from representing clients in any civil traffic hearings before Seminole County Court Judges. In the event that the HEARING OFFICER determines he has a conflict of interest regarding any case to be heard by him, he shall immediately advise Court Administration.

(f) Attend meetings and trainings as scheduled by the Chief Judge, Administrative County Judge and/or Court Administration.

SECTION 2. QUALIFICATIONS. The HEARING OFFICER must:

(a) Remain a member in good standing of the Florida Bar for the duration of this Agreement. If the HEARING OFFICER is suspended or terminated from Bar membership, then this Agreement shall be cancelled, void and terminated without recourse.

(b) Have completed the forty (40) hour education and training program which has been approved by the Florida Supreme Court. HEARING OFFICER shall complete a four (4) hour continuing education program annually which has been approved by the Office of the State Courts and Chief Judge or designee. HEARING OFFICER shall pay his certification and continuing education fees, if applicable. HEARING OFFICER shall possess the skills and ability to competently perform the duties of a hearing officer as authorized by the Court. HEARING OFFICER shall immediately notify Court Administration, if he fails to complete all necessary training provided by the Court on an annual basis.

(c) Agree to maintain all licenses and approvals required to conduct his business, and, at all times, conduct his business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Court Administrator upon request.

(d) Immediately notify Court Administration of any problem and/or complaint filed against the HEARING OFFICER if the HEARING OFFICER has been formally or informally sanctioned or has agreed to sanctions.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate HEARING OFFICER for the professional services provide pursuant to this Agreement a fixed fee in the amount of FIFTY AND NO/100 DOLLARS ($50.00) per hour for actual hours served, with a three (3) hour minimum for the term of this Agreement. HEARING OFFICER shall perform all work required pursuant to this Agreement, but in no event shall HEARING OFFICER be paid more than the negotiated fee amount stated above.

(b) Payments shall be made to HEARING OFFICER when requested as work progresses for services furnished, but not more than once monthly. HEARING OFFICER may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of HEARING OFFICER's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay HEARING OFFICER the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) HEARING OFFICER 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 HEARING OFFICER;

(2) A complete and accurate record of services performed by HEARING OFFICER for all services performed by HEARING OFFICER during that month and for which COUNTY is being billed;

(3) A description of the services rendered in (2) above with sufficient detail to identify the exact nature of the work performed; and

(4) 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:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

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

(c) The HEARING OFFICER shall not be compensated for travel time or travel expenses.

(d) HEARING OFFICER shall not be provided space at any County courthouse other than the designated space set aside for performance of HEARING OFFICER duties. The HEARING OFFICER shall furnish his own equipment and supplies.

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of HEARING OFFICER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to HEARING OFFICER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to HEARING OFFICER may be determined subsequent to an audit as provided for in subsection (b) of this Section and the total compensation so determined shall be used to calculate final payment to HEARING OFFICER.

Conduct of this audit shall not delay payment as required by Section 3(b).

(b) HEARING OFFICER agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. HEARING OFFICER agrees to make such materials available at HEARING OFFICER'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, HEARING OFFICER shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 6. RESPONSIBILITY OF HEARING OFFICER.

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

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

SECTION 7. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until September 30, 2010.

SECTION 8. TERMINATION.

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

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

(2) Deliver to COUNTY all files, case reports, summaries, and such other information and materials as may have been accumulated by HEARING OFFICER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, HEARING OFFICER shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of HEARING OFFICER to fulfill his Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, HEARING OFFICER shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. HEARING OFFICER 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 HEARING OFFICER. 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 HEARING OFFICER.

(d) In the event the HEARING OFFICER is unable to perform this Agreement due to an injury or illness, or for other similar cause beyond the control of the HEARING OFFICER, then the HEARING OFFICER may be released from any and all obligations under this Agreement.

(e) In the event the HEARING OFFICER fails to meet minimum performance standards as determined by the Chief Judge and/or Court Administration and existing program policy procedures, or has been sanctioned by the Florida Bar, COUNTY reserves the right to either terminate this agreement or discontinue the services of said HEARING OFFICER until such time as the HEARING OFFICER has received further training or the HEARING OFFICER has complied with any sanctions.

(f) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that HEARING OFFICER 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.

(g) 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 9. EQUAL OPPORTUNITY EMPLOYMENT. HEARING OFFICER shall pay any and all applicable taxes required by law and is responsible for reviewing and complying with all pertinent State and Federal laws, including but not limited to, Title II of the 1964 Civil Rights Act, the Americans with Disabilities Act of 1990 and any other Federal or State law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability. HEARING

OFFICER is responsible for reviewing and complying with all pertinent county and city ordinances. Violation of these provisions by HEARING OFFICER shall be grounds for termination of this Agreement by the COUNTY without liability for payment of cancellation or other charges, except for payment of services previously performed.

SECTION 10. 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 11. INDEMNIFICATION OF COUNTY. HEARING OFFICER agrees to hold harmless, release and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by HEARING OFFICER whether caused by HEARING OFFICER or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties. The HEARING OFFICER acknowledges adequate consideration for this indemnification provision.

SECTION 12. 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 13. 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 14. INDEPENDENT CONTRACTS. 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 HEARING OFFICER, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. HEARING OFFICER is to be and shall remain an independent HEARING OFFICER with respect to all services performed under this Agreement.

SECTION 15. SERVICES NOT PROVIDED FOR. No claim for services furnished by HEARING OFFICER not specifically provided for herein shall be honored by COUNTY.

SECTION 16. PUBLIC RECORDS LAW. HEARING OFFICER 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. HEARING OFFICER 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 17. 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:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

For HEARING OFFICER:

Joseph C. Perzan
260 Maitland Avenue, Suite 1500
Altamonte Springs, FL 32701

SECTION 18. 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 19. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, HEARING OFFICER 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 HEARING OFFICER.

SECTION 20. CONFLICT OF INTEREST.

(a) HEARING OFFICER agrees that he will not engage in any action that would create a conflict of interest in the performance of his 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) HEARING OFFICER 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 HEARING OFFICER 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, HEARING OFFICER 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.

HEARING OFFICER

Marissa Whatley
Witness

Marissa Whatley
Print Name

Laura D Renner
Witness

LAURA D Renner
Print Name

By: _____
JOSEPH C. PERZAN

Date: 9/3/09

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

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

_____
County Attorney

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

SED/dre
08/20/09
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CIVIL TRAFFIC HEARING OFFICER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of September, 2009, by and between **AVA TUNSTALL**, whose address is 2017 Linden Avenue, Winter Park, Florida 32792, hereinafter referred to as "HEARING OFFICER" 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, COUNTY desires to retain the services of a competent and qualified hearing officer to provide hearing officer services for the 18th Judicial Circuit Traffic Court in Seminole County; and

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

WHEREAS, HEARING OFFICER is competent and qualified to furnish hearing officer services to COUNTY and desires to provide her services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain HEARING OFFICER to furnish services and perform those tasks as further described below:

(a) Serve at the pleasure of the Chief Judge.

(b) Provide services pursuant to the authority of Sections 318.30-318.38, Florida Statutes; Article V, Section 2, Florida Constitution; Rule 6.010-6.630, Florida Rules of Traffic Court and the Eighteenth Judicial Circuit Administrative Orders.

(c) Subject to the Florida Bar Code of Professional Responsibility and to the Judicial Code of Ethics.

(d) The HEARING OFFICER shall not wear judicial robes, but shall at all times dress in attire appropriate to an attorney appearing in Court.

(e) Shall avoid practices or occupations that would be a conflict or give the appearance of impropriety. The HEARING OFFICER is prohibited from representing clients or practicing before any other Hearing Officer of a civil traffic court or from representing clients in any civil traffic hearings before Seminole County Court Judges. In the event that the HEARING OFFICER determines she has a conflict of interest regarding any case to be heard by her, she shall immediately advise Court Administration.

(f) Attend meetings and trainings as scheduled by the Chief Judge, Administrative County Judge and/or Court Administration.

SECTION 2. QUALIFICATIONS. The HEARING OFFICER must:

(a) Remain a member in good standing of the Florida Bar for the duration of this Agreement. If the HEARING OFFICER is suspended or terminated from Bar membership, then this Agreement shall be cancelled, void and terminated without recourse.

(b) Have completed the forty (40) hour education and training program which has been approved by the Florida Supreme Court. HEARING OFFICER shall complete a four (4) hour continuing education program annually which has been approved by the Office of the State Courts and Chief Judge or designee. HEARING OFFICER shall pay her certification and continuing education fees, if applicable. HEARING OFFICER shall possess the skills and ability to competently perform the duties of a hearing officer as authorized by the Court. HEARING OFFICER shall immediately notify Court Administration, if she fails to complete all necessary training provided by the Court on an annual basis.

(c) Agree to maintain all licenses and approvals required to conduct her business and, at all times, conduct business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Court Administrator upon request.

(d) Immediately notify Court Administration of any problem and/or complaint filed against the HEARING OFFICER if the HEARING OFFICER has been formally or informally sanctioned or has agreed to sanctions.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate HEARING OFFICER for the professional services provided pursuant to this Agreement a fixed fee in the amount of FIFTY AND NO/100 DOLLARS ($50.00) per hour for actual hours served, with a three (3) hour minimum for the term of this Agreement. HEARING OFFICER shall perform all work required pursuant to this Agreement, but in no event shall HEARING OFFICER be paid more than the negotiated fee amount stated above.

(b) Payments shall be made to HEARING OFFICER when requested as work progresses for services furnished, but not more than once monthly. HEARING OFFICER may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of HEARING OFFICER's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay HEARING OFFICER the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) HEARING OFFICER 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 HEARING OFFICER;

(2) A complete and accurate record of services performed by HEARING OFFICER for all services performed by HEARING OFFICER during that month and for which COUNTY is being billed;

(3) A description of the services rendered in (2) above with sufficient detail to identify the exact nature of the work performed; and

(4) 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:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

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

(c) The HEARING OFFICER shall not be compensated for travel time or travel expenses.

(d) HEARING OFFICER shall not be provided space at any County courthouse other than the designated space set aside for performance of HEARING OFFICER duties. The HEARING OFFICER shall furnish her own equipment and supplies.

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of HEARING OFFICER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to HEARING OFFICER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to HEARING OFFICER may be determined subsequent to an audit as provided for in subsection (b) of this Section and the total compensation so determined shall be used to calculate final payment to HEARING OFFICER.

Conduct of this audit shall not delay payment as required by Section 3(b).

(b) HEARING OFFICER agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as to readily conform to the terms of this Agreement. HEARING OFFICER agrees to make such materials available at HEARING OFFICER'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, HEARING OFFICER shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 6. RESPONSIBILITY OF HEARING OFFICER.

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

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

SECTION 7. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until September 30, 2010.

SECTION 8. TERMINATION.

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

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

(2) Deliver to COUNTY all files, case reports, summaries, and such other information and materials as may have been accumulated by HEARING OFFICER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, HEARING OFFICER shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of HEARING OFFICER to fulfill her Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, HEARING OFFICER shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. HEARING OFFICER 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 HEARING OFFICER. 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 HEARING OFFICER.

(d) In the event the HEARING OFFICER is unable to perform this Agreement due to an injury or illness, or for other similar cause beyond the control of the HEARING OFFICER, then the HEARING OFFICER may be released from any and all obligations under this agreement.

(e) In the event the HEARING OFFICER fails to meet minimum performance standards as determined by the Chief Judge and/or Court Administration and existing program policy procedures, or has been sanctioned by the Florida Bar, COUNTY reserves the right to either terminate this Agreement or discontinue the services of said HEARING OFFICER until such time as the HEARING OFFICER has received further training or the HEARING OFFICER has complied with any sanctions.

(f) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that HEARING OFFICER 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.

(g) 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 9. EQUAL OPPORTUNITY EMPLOYMENT. HEARING OFFICER shall pay any and all applicable taxes required by law and is responsible for reviewing and complying with all pertinent State and Federal laws, including but not limited to, Title II of the 1964 Civil Rights Act, the Americans with Disabilities Act of 1990 and any other Federal or State law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability. HEARING

OFFICER is responsible for reviewing and complying with all pertinent county and city ordinances. Violation of these provisions by HEARING OFFICER shall be grounds for termination of this Agreement by the COUNTY without liability for payment of cancellation or other charges, except for payment of services previously performed.

SECTION 10. 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 11. INDEMNIFICATION OF COUNTY. HEARING OFFICER agrees to hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by HEARING OFFICER whether caused by HEARING OFFICER or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties. The HEARING OFFICER acknowledges adequate consideration for this indemnification provision.

SECTION 12. 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 13. 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 14. INDEPENDENT CONTRACTS. 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 HEARING OFFICER, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. HEARING OFFICER is to be and shall remain an independent HEARING OFFICER with respect to all services performed under this Agreement.

SECTION 15. SERVICES NOT PROVIDED FOR. No claim for services furnished by HEARING OFFICER not specifically provided for herein shall be honored by COUNTY.

SECTION 16. PUBLIC RECORDS LAW. HEARING OFFICER 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. HEARING OFFICER 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 17. 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:

Court Administration
301 North Park Avenue, Suite N301
Sanford, FL 32771

For HEARING OFFICER:

Ava Tunstall
2017 Linden Avenue
Winter Park, FL 32792

SECTION 18. 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 19. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, HEARING OFFICER 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 HEARING OFFICER.

SECTION 20. CONFLICT OF INTEREST.

(a) HEARING OFFICER agrees that she will not engage in any action that would create a conflict of interest in the performance of her 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) HEARING OFFICER 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 HEARING OFFICER 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, HEARING OFFICER 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.

HEARING OFFICER

Witness

Krisha Liszewski
Print Name

By: Ava Tunstall
AVA TUNSTALL

Date: 9/1/09

Witness

Eric Buxterman
Print Name

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 its _____,
2009, regular meeting.

County Attorney

SED/dre
08/20/09
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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-4623-09/DRR - Seminole County Regional Water Treatment Facility at Yankee Lake

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Diane Reed **EXT:** 7120

MOTION/RECOMMENDATION:
(Continued from 9/22/09 BCC meeting) Award CC-4623-09/DRR - Seminole County Regional Water Treatment Facility at Yankee Lake in the amount of $40,822,000.00 to Encore Construction Company of Winter Garden, Florida.

County-wide Ray Hooper

BACKGROUND:

CC-4623-09/DRR will provide all labor, materials, equipment, tools, transportation, services and incidentals necessary for construction of a water treatment facility that extracts raw water from the St. John's River and treats it to meet reclaimed water quality standards, all in accordance with the drawings and specification in the complete scope of work. The water will be discharged to a new ground storage tank located on the site of the existing Seminole County Water Reclaimed Facility.

The project was publicly advertised and the County received four (4) responses, of which one (1) response was determined to be non-responsive. The Review Committee, consisting of Carol Hunter, Principal Engineer; Mike Harber, Engineer; and Dennis Westrick, PEI Manager, all from the Environmental Services Department, reviewed the remaining responses. Consideration was given to bid price, experience and qualifications.

The solicitation included several alternate bid items, and the Environmental Services Department has selected the bid alternates for the galvanizing of the structural elements for the Dewatering Building, and the interior liner panel for the metal portion of the Dewatering Building. In addition, the base bid included a lump sum allowance for the permitting, excavation, removal and relocation of approximately fifty-three (53) gopher tortoises. The solicitation also included unit price bid alternates for the individual excavation, removal and relocation for any additional gopher tortoises. These unit price alternates were selected in order to provide coverage for an estimated sixty (60) additional gopher tortoises, and all selected bid alternate prices have been included in the award amount.

The Review Committee recommends award to the lowest-priced, responsive, responsible bidder, Encore Construction Company, of Winter Garden, Florida, in the amount of $40,822,000.00, which includes the selected bid alternates. The completion time for the project is seven hundred and thirty (730) calendar days to Substantial Completion, and an additional sixty (60) calendar days to Final Completion, for a total Agreement time on seven hundred and ninety (790) calendar days from the issuance of a Notice to Proceed by the

County. Sales Tax recovery program will be used in this project. The back-up documentation includes the Tabulation Sheet.

The Engineer's Estimate for this project was $50,000,000.00, and funds are available in Yankee Lake Surface Water Plant (Account #087817.560650, CIP #00181601) and Environmental Services Grants (Account #087110.560650, CIP #00181601).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-4623-09/DRR - Seminole County Regional Water Treatment Facility at Yankee Lake in the amount of $40,822,000.00 to Encore Construction Company of Winter Garden, Florida.

ATTACHMENTS:

1. CC-4623-09_DRR-Award Agreement (Encore)
2. CC-4623-09_DRR-Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CONSTRUCTION SERVICES AGREEMENT (CC-4623-09/DRR)
SEMINOLE COUNTY REGIONAL WATER TREATMENT FACILITY AT YANKEE LAKE

THIS AGREEMENT is dated as of the _____ day of _____ 20___, by and between **ENCORE CONSTRUCTION COMPANY**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 771599, Winter Garden, Florida 34777-1599, 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 the Seminole County Regional Water Treatment Plant at Yankee Lake.

The Project for which the Work under the Contract Documents is a part is generally described as the Seminole County Regional Water Treatment Plant at Yankee Lake.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean CH2M Hill, whose address is 225 E. Robinson Street, Suite 505 Orlando, Florida 32801.

(b) "Construction Manager" is the COUNTY's contracted Consultant for construction management and inspection services. As

named in the Contract Documents, "Construction Manager" shall mean Reiss Engineering, Inc., whose address is 12001 Research Parkway, Suite 228, Orlando, Florida 32826.

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 seven hundred thirty (730) 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 sixty (60) 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 FORTY MILLION EIGHT HUNDRED TWENTY-TWO THOUSAND AND NO/100 DOLLARS ($40,822,000.00) 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. SALES TAX RECOVERY. Where it is deemed by COUNTY to be in the best interest to do so, COUNTY and CONTRACTOR shall utilize the Sales Tax Recovery procedures as described in Section 8.1513, Seminole County Administrative Code, and Article 1, Section 1.5, Seminole County Manager Policies and Procedures, Guide to Purchasing,

as may be amended from time to time. Said Policies and Procedures are attached herein as Exhibit E.

SECTION 6. 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 7. 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 8. 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 Norm Viggiano, 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.

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

SECTION 9. 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;

(5) Sales Tax Recovery, attached hereto as Exhibit E;

(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 10. 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, THREE THOUSAND AND NO/100 DOLLARS ($3,000.00) 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 11. 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 12. 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 13. 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:

Encore Construction Company
P.O. Box 771599
Winter Garden, FL 34777-1599

SECTION 14. 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 15. MATERIAL BREACHES OF AGREEMENT.

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

ENCORE CONSTRUCTION COMPANY

_____

LOUISE B. RAINEY, Secretary

By: _____

PATRICK T. RAINEY, President

(CORPORATE SEAL)

Date: _____

(Remainder of page left intentionally blank)

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
AC/lpk/ljp
8/3/09 8/6/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\CC-4623.doc

Attachments:
- Exhibit A - Scope of Services
- Exhibit B - Bid Form
- Exhibit C - Trench Safety Act
- Exhibit D - American with Disabilities Act Affidavit
- Exhibit E - Sales Tax Recovery

Exhibit A

Work Summary

The Contractor is responsible for all labor, materials, equipment, coordination, permits, and incidentals necessary for the work for Seminole County Regional Water Treatment Facility at Yankee Lake Project. Work will include, but not limited to:

1. Construction of a raw water pump station and intake structure on piles to be located on a canal off of the St Johns River.
2. Dredging as required to support the construction of the intake structure.
3. Installation of a boat dock at the raw water pump station and intake structure site.
4. Construction of an at-grade road that runs from an existing paved road on the plant site to the raw water pump station. In general this road will be located parallel to an existing FPL easement.
5. Installation of underground piping from the raw water pump station to the treatment facility site. In general this piping will be located under the new at-grade road.
6. Installation of a pig launcher and retrieval station.
7. Installation of buried conduits for electric power and fiber optic cable. The power conduits will be routed within the FPL easement that is adjacent to the at grade road. The conduits for the fiber optic cable will be routed under the road. Spare conduits will be provided for future use.
8. Construction of treatment facilities including Kruger Actiflo Process, chlorine contact basins, sludge gravity thickeners, sludge dewatering process, belt filter press system, and polymer system.
9. Construction of multiple structures on the treatment plant site, including pre-engineered, prefabricated structures, cast-in-place, masonry and metal structures.
10. Piping, electrical, instrumentation, control, HVAC and plumbing work at both the treatment plant site and raw water pump station.
11. Grading, paving and road work at the treatment plant site
12. Grading and road work along the route to the raw water pump station.
13. Installation of buried conduits from the existing FP&L overhead line along Yankee Lake Road to each of two FP&L service transformers at the treatment plant site.
14. Installation of a prestressed concrete ground storage tank adjacent to an existing tank at the Yankee Lake Regional Water Reclamation Facility site.
15. Tie-in to an existing 8-inch potable water line.
16. Tie-ins to existing piping at the existing Ground Storage Tank.

17. Furnish, install, connect and test a SCADA fiber optic loop and tie into the County system.

18. Furnish and install perimeter fencing with electronic gates.

ORIGINAL

EXHIBIT B

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Seminole County Regional Water Treatment Facility at Yankee Lake
COUNTY CONTRACT NO. CC-4623-09/DRR

Name of Bidder: Encore Construction Company

Mailing Address: P.O.Box 771599, Winter Garden, FL 34777-1599

Street Address: 370 East Crown Point Road

City/State/Zip: Winter Garden, FL 34787

Phone Number: (407) 877-5903

FAX Number: (407) 877-5912

Contractor License Number: CGC049828

TO: Purchasing and Contacts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 6, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the 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: 40,560,000
Numbers

FORTY MILLION FIVE HUNDRED SIXTY THOUSAND DOLLARS
(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 ☑
00100	Bid (addendum acknowledged)	X
	Bid Security (acceptable type)	X
00110	Trench Safety Act	X
00120	Bidder Information (inc. W-9)	X
00200	Non-Collusion Affidavit of Bidder	X
00300	Certification of Non-segregated Facilities	X
00310	Americans with Disabilities Act	X
00320	Drug-Free Workplace	X
00330	Public Entity Crimes	X
00340	Compliance with Public Records	X
	Copies of required Licenses	X

IN WITNESS WHEREOF. BIDDER has hereunto executed this BID FORM this 29th day of July, 2009.

Encore Construction Company
(Name of BIDDER)

(Signature of person signing this BID FORM)

Patrick T. Rainey
(Printed name of person signing this BID FORM)

President
(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.

BID FORM

SEMINOLE COUNTY REGIONAL WATER TREATMENT FACILITY AT YANKEE LAKE

EncoreConstruction Company

Item No.	Item	Units	Qty	Unit Price	Price	
1	Regional Surface Water Facility at Yankee Lake	LS	1	N/A	37,806,000 $	
2	Allowance for Permit Fees	LS	1	N/A	$245,000.00	
3	Allowance for computer equipment as identified in Section 13411 Supplement Component and Panel List. See section 01025 1.02.D.1 for details. Note that the allowance includes just the invoice price of the computer hardware and software. The following work is included in the base bid but is not part of the allowance: SCADA software, computer submittal preparation, integration, networking, installation, commissioning, and testing.	LS	1	N/A	$20,000.00	
4	River dredging including mobilization, obtaining required permits and off-site disposal of material. Removal of 8,000 Cu Yds to be included in this item.	Cu Yd	8,000	31.50	252,000	
5	Removal and off-site disposal of muck along raw water pipeline route. Note that this item only includes muck removal that is identified on the markups to drawings 05-C-36 to 05-C-37 as being included in the Unit Price work. Removal of 7,500 Cu Yds to be included in this item.	Cu Yd	7500 ~~8,000~~	13.44	100,800	
6	Placement of clean sand to replace unsuitable soils along the the raw water pipeline. Note that this item only includes sand placement that is identified on the markups to drawings 05-C-35 to 05-C-37 as being included in the Unit Price work. Placement of 8,000 Cu Yds to be included in this item.	Cu Yd	8000 ~~7,500~~	8.85	70,800	
7	Placement of Number 57 stone along the the raw water pipeline. Placement of 1,300 Cu Yds to be included in this item.	Cu Yd	1,300	52.46	68,200	68,198
8	Supply and installation of indicator piles, including the cost of cut-off and disposal of piles and PDA and CAPWAP analysis. Estimated length of individual piles is 100 feet. Total pile length to be included in this item is 1300 ft.	FT	1,300	94.54	122,900	122,902
9	Supply and installation of production piles, including the cost of cut-off and disposal of piles. Estimated length of individual piles is 90 feet. Total pile length to be included in this item is 12760 feet.	FT	12,760	54.60	696,700	696,696
10	Buildup of piles up to 3 feet. Total of 18 piles to be included in this item.	Each	18	2,111.11	38,000	
11	Splicing of piles that require more than 3 feet increase in length. Total of 10 piles to be included in this item.	Each	10	3,800	38,000	
12	Supply and installation of rip rap as shown on the drawings. Total of 9,560 tons to be included in this item	Ton	9,560	42.01	401,600	401,616
13	Allowance for purchase of equipment to access raw water pump station during flooding and high water events	LS	1	N/A	$500,000.00	
14	Allowance for the permitting, excavation, removal and relocation of gopher tortoises by a company certified by the State of Florida for gopher tortoise relocation	LS	1	N/A	$200,000.00	

TOTAL AMOUNT OF BASE BID $ 40,560,000

(Sum of Bid Items 1 through 14)

BID ALTERNATIVES (Contractor to maintain prices for additions and deletions for 365 days after bid award by County)

Encore Construction Company

Item No.	Item	Units	Price (indicate additional cost with a "+" and deducts with a "-"	
15	Galvanizing the structural elements of the Dewatering Building (see section 13122 Metal Building Systems).	LS	17,000	include
16	Providing an interior liner panel for the metal portion of the Dewatering Building (see section 13122 Metal Building Systems).	LS	20,000	include
17	Delete purchase and installation of belt filter press #2 and appurtenances. This includes the installation of the following Owner furnished equipment: belt filter press unit, belt filter press feed pump #3, water booster pump #3. Cap piping at tee outlet to allow the future installation of this equipment and associated piping. Delete supply and installation of Hi-Solids Cake Pump #2 and associated piping to the truck discharge line header. Provide tee with cap for the future installation of this piping. Delete all electrical circuits associated with the deleted equipment. Provide spare circuits in MCCs and panelboards for the future installation of these circuits. Provide all platforms and stairs shown on the structural drawings. Delete equipment pads provided for deleted equipment.	LS	<325,000>	
18	Delete supply and installation of the overhead traveling bridge crane in the Dewatering Building. This includes the crane, crane rails and electrical circuits associated with the crane. Provide spare circuits in MCCs and panelboards for the future installation of these circuits. Building features such as special foundation reinforcement are still to be provided.	LS	<50,000>	
19	Deletion of one 42-inch HDPE Raw Water Pipe. Cap the CLDI pipe at the transition from CLDI to HDPE.	LS	<1,300,000>	
20	Delete supply and installation of Gravity Thickener No. 2. This includes the gravity thickener structure, associated cathodic protection, foundation, the portion of the walkway NE of the stairway, the sludge pipe to the belt filter press feed pump (cap at unloading station wye for future installation of this piping), overflow pipe to the recovery basin (cap pipe at wye for future installation of this piping), all electrical circuits associated with the deleted equipment. Provide spare circuits in MCCs and panelboards for the future installation of these circuits.	LS	<380,000> ~~<1,300,000>~~	PTR 7/29/09
21	Delete supply and installation of Raw Water Pump No. 5. This includes the pump itself, associated instrumentation, pump discharge piping (provide tee and cap for future installation of this pump/piping), electrical circuits associated with the pump. Provide spare circuits in MCCs and panelboards for the future installation of these circuits.	LS	<120,000>	
22	Replace the V134 Gate Valves shown on drawing 05-C-38 with V122 Gate Valves (see Addendum 7). The other V134 valves will remain unchanged.	LS	85,000	
23	Removal and relocation of gopher tortoise as required in Item #14	EA	2,500	include @ 60

include @ 60

Encore Construction Company

24	Excavation of a gopher tortoise burrow to determine if gopher tortoise is present.	EA	1,250

Unit Price Items-Bid Alternatives

Item No.	Item	Units	Unit Price
25	Additional 1000 gallons of Ferric Sulfate (43.6 percent)	EA	3,600
26	Additional 1000 gallons of Potassium Hydroxide (45 percent)	EA	7,100
27	Additional 1000 gallons of Sodium Hypochlorite (12.5 percent)	EA	1,200
28	Additional 1000 gallons of Sulfuric Acid (93 percent)	EA	1,400
29	Additional microsand	TON	300
30	Plant Site clearing and grubbing. This item may be used to increase or decrease the area to be cleared and grubbed relative to the currently defined limits of clearing and grubbing.	ACRE	3,500
31	Fencing per detail 2030A. This item may be used to increase or decrease the total fence length around the treatment plant site.	FT	26
32	Supply and installation of 30 additional production piles at the Raw Water Pump Station, including the cost of cut-off and disposal of piles. Estimated length of individual piles is 70 feet. Total pile length to be included in this item is 2100 feet. General area of the piles is identified on the contract drawings.	FT	46

EXHIBIT C

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

NOTICE TO BIDDERS:

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

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
Extended Layback	LF	60,000	$1.00	$60,000.00

TOTAL $ 60,000.00

Patrick T. Rainey, President
Printed Name

Signature

Encore Construction Company
Bidder Name

July 29, 2009
Date

EXHIBIT (D)

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

CONTRACTOR: Encore Construction Company

Signature: _____

Printed Name: Patrick T. Rainey

Title: President

Date: July 29, 2009

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 29th day of July, 2009, by Patrick T. Rainey of Encore Construction Company firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Notary Public State of Florida
Tracy K Winsor
My Commission DD643623
Expires 12/07/2012

Tracy K Winsor
Print Name TRACY K WINSOR
Notary Public in and for the County and State Aforementioned

My commission expires: 12/07/2012

Exhibit E

E. SALES TAX RECOVERY. *Sales Tax Recovery Resolution No. 96-R-177 will apply when deemed to be in the best interest of the County and as specified in the Administrative Code, Section 8.1513. These purchases shall be exempt from the County's Purchasing Code, preserving the sales tax exemption to the benefit of Seminole County. For construction projects that the material purchased is greater than one million dollars, staff should evaluate using the Sales Tax Recovery Program, providing that sufficient savings can be achieved. The procedures to be followed are:*

(1) The Contractor will include the cost of all construction materials and equipment in its Bid Price. The Bid Price will also include all Florida State sales taxes normally applicable to such materials and equipment. If the County elects to make sales tax recovery purchases, the responsibilities of the County and the Contractor shall be governed by this Section. All clerical, administrative, management, supervisory, inspection handling, storage, and other costs necessary for the Contractor to comply with Sales Tax Recovery are included in the Bid Price.

(2) The Contractor shall require major subcontractors to comply with these procedures.

(3) The Contractor shall furnish County with a Requisition identifying each item of material or equipment to be purchased by the Contractor for the project. This form shall be acceptable to the Project Manager and Engineer of Record. The Requisition shall include:

- The name, address, telephone number and contact person for the supplier.
- Manufacturer or brand, model or specification number of the item.
- Quantity needed as estimated by the Contractor or its Subcontractors and Suppliers.
- The price quoted by the Supplier for the material or equipment in question.
- Any sales tax associated with such quote.
- Shipping, handling and insurance costs.
- Delivery date as established by the Contractor or its Subcontractors and Suppliers.
- Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the County.
- Statement with the submittal control number that materials have been reviewed and approved by Engineer and 3rd Party Construction Manager during the shop drawing submittal process.

(4) Promptly upon receipt of a Requisition, the County shall determine which items to purchase under Sales Tax Recovery. The Contractor will be notified of those items the County does not choose to purchase and becomes responsible for their purchase. The County will award a Purchase Order for the items which the County chooses to purchase. The Purchase Order shall require that the supplier provide shipping and handling insurance. The Purchase Order shall also require the delivery on the dates provided on the Requisition. A copy of each Purchase Order will be sent to the Contractor to verify that items ordered are in accordance with the required terms and delivery dates.

(5) The Contractor shall prepare and the County shall execute deductive Change Orders to reflect purchases made by the County. The amount of the deduction shall be based on the Purchase Order amount plus sales tax avoided. These Change Orders must be executed before the related Purchase Order will be paid.

(6) Nothing in this Section shall alter or modify the procedures for submission of shop drawings and other submittals by the Contractor.
(7) The Contractor shall be fully responsible for the receipt and acceptance of Sales Tax Recovery Items. At a minimum, the Contractor shall verify correct quantities, verify documentation, coordinate and expedite delivery, obtain and verify warranties required by the Contract Documents, inspect and accept each item at the time of delivery, unload, handle and store the item. Sales Tax Recovery purchases by the County in no way relieves the Contractor of compliance with specification requirements, coordination, protection, scheduling or warranty.
(8) As Sales Tax Recovery Items are delivered to the job-site, Contractor shall visually inspect all shipments, and approve the supplier's shipping documents and invoice. The Contractor shall assure that each delivery document identifies the Purchase Order against which the delivery is made. The Contractor will forward approved invoices to the County's Representative for payment.
(9) The Contractor shall inspect Sales Tax Recovery items prior to acceptance in accordance with the projects General Conditions. If the Contractor discovers defective or non-conforming items, it shall not utilize such items in the Project, shall promptly notify the County, and shall assist the County in obtaining repair or replacement of the item. The Contractor shall be fully responsible if it fails to perform such inspection or otherwise accepts defective or nonconforming material or equipment. The Contractor shall ensure that materials requisitioned have been reviewed by the Engineer and comply with specifications.
(10) The Contractor warrants Sales Tax Recovery Items the same as all other materials and equipment furnished by the Contractor and nothing in this Section shall alter or modify the Contractor obligations under the Contract relative to warranties.
(11) The Contractor shall purchase and maintain Builder's Risk insurance sufficient to protect against loss of or damage to Sales Tax Recovery Items. Such insurance shall cover the full value of any Sales Tax Recovery Items not yet incorporated into the Project starting from the moment of material delivery to the project site.
(12) The Contractor shall be liable for any interruption or delay in connection with Sales Tax Recovery Items.
(13) The Contractor shall provide the County's Representative with a monthly report documenting the amount and nature of Sales Tax Recovery Items accepted by the Contractor. The Contractor shall match all material and equipment to purchase orders, invoices, delivery tickets, and inspection and acceptance reports. The Contractor shall also obtain lien waivers and other releases from suppliers. Upon receipt of appropriate documentation from the Contractor, payments will be made directly by the County to the appropriate supplier in accordance to the Purchase Order's terms and conditions.
(14) The Contractor shall maintain records of all County Sales Tax Recovery purchase items incorporated into the Work. These records shall be available for inspection by the County upon request.

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

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.

BID NUMBER: **CC-4623-09/DRR**

PROJECT TITLE: Seminole County Regional Water Treatment Facility at Yankee Lake

BID OPENING DATE: July 29, 2009 at 2:00 P.M. Eastern

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Encore Construction Company PO Box 771599 Winter Garden, FL 34777 Patrick T. Rainey 407-877-5903 (Phone) 407-877-5912 (Fax)	Barton Malow Company 8529 South Park Circle, Ste 140 Orlando, FL 32819 David Price 407-352-8880 (Phone) 407-352-8660 (Fax)	Skanska USA Civil Southeast Inc 3715 Northside Pkwy, Bldg 300, Ste 300 Atlanta, GA 30327 Bob Rose 678-460-2600 (Phone) 678-460-2639(Fax)	Wharton-Smith Inc PO Box 471028 Lake Monroe, FL 32747 Timothy S.Smith 407-321-8410 (Phone) 407-327-6984 (Fax)
TOTAL AMOUNT OF BID Alternates Included at Award **GRAND TOTAL**	**$40,560,000.00** **262,000.00** **$40,822,000.00**	**$41,560,000.00** **144,680.00** **$41,704,680.00**	**$44,309,916.00*** **166,000.00** **$44,475,916.00**	**$45,671,500.00*** **210,000.00** **$45,881,500.00**
Acknowledge addenda 1-6	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
Compliance w/ Public Records	Yes	Yes	Yes	Yes

Non-Responsive**

*Corrected Total

** Took Exception to County Requirements

Bid Opening Tabulated by D. Reed, CPPB, Senior Procurement Analyst

(Posted by D. Reed on July 30, 2009 at 3:00 p.m. Eastern)

Recommendation of Award: **Encore Construction Company**

BCC Agenda Date: **~~August 25, 2009, September 22, 2009~~ October 13, 2009**

(Posted by B. Hunter on August 4, 2009 at 3:20 p.m. Eastern)(Posted by D. Reed on August 17, 2009 @5:00 pm)(Posted by D. Reed on September 23, 2009 @1:00)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-4864-09/JVP- Lake Mary Boulevard Pavement Rehabilitation Project

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Jacqui Perry **EXT:** 7114

MOTION/RECOMMENDATION:
Award CC-4864-09/JVP- Lake Mary Boulevard Pavement Rehabilitation Project in the amount of $765,772.71 to The Middlesex Corporation of Littleton, Massachusetts.

County-wide Ray Hooper

BACKGROUND:
CC-4864-09/JVP will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the rehabilitation of pavement on Lake Mary Blvd. The project includes milling and resurfacing roadway, installation of traffic loops and placement of pavement markings from Markham Woods Road to Rhinehart Rd.

The project was publicly advertised and the County received five (5) responses. The Review Committee consisting of Joe Weston, Project Coordinator II; Bill Glennon, Principal Engineer; and Antoine Khoury, Assistant County Engineer, all from the Public Works Department, Engineering Division, reviewed the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder The Middlesex Corporation., in the amount of $765,772.71. The Middlesex Corporation has an Orlando office. The completion time for this project is thirty eight (38) calendar days to Substantial Completion, and an additional thirty (30) calendar days to Final Completion, for a total Agreement time of sixty-eight (68) 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 the project was $1,353,791.00. This is a budgeted project, and funds are available in ARRA Lake Mary Blvd.(Account # 077507.560670, CIP #00283801).

STAFF RECOMMENDATION:
Staff recommends that the Board award CC-4864-09/JVP- Lake Mary Boulevard Pavement Rehabilitation Project in the amount o$765,772.71 to The Middlesex Corporation of Littleton, Massachusetts.

ATTACHMENTS:

1. CC-4864-09_JVP-Award Agreement (The Middlesex Corporation)
2. CC-4864-09 JVP-Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CONSTRUCTION SERVICES AGREEMENT
LAKE MARY BOULEVARD PAVEMENT REHABILTATION
(CC-4864-09/JVP)

THIS AGREEMENT is dated as of the ____ day of _____ 20___, by and between **THE MIDDLESEX CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is One Spectacle Pond Road, Littleton, Massachusetts 01460, 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 the Lake Mary Boulevard Pavement Rehabilitation Project.

The Project for which the Work under the Contract Documents is a part is generally described as the Lake Mary Boulevard Pavement Rehabilitation Project.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean PBS&J, whose address is 482 S. Keller Road, Orlando, Florida 32810.

(b) "CEI" is the COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in

the Contract Documents, "CEI" shall mean Wilbur Smith Associates, Inc., 3191 Maguire Boulevard, Suite 200, Orlando, Florida 32803.

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 thirty-eight (38) 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 SEVEN HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY-TWO AND 71/100 DOLLARS ($765,772.71) 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 Peter Fronczak, 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, THREE THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS ($3,570.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

SECTION 10. MISCELLANEOUS.

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

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

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

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

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

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

For COUNTY:

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

For CONTRACTOR:

The Middlesex Corporation
One Spectacle Pond Road
Littleton, MA 01460

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:

_____
, Secretary

(CORPORATE SEAL)

THE MIDDLESEX CORPORATION

By: _____
, President

Date: _____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
AEC/lpk
9/21/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\CC-4864.doc

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

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

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

Exhibit "A"

American Recovery and Reinvestment Act of 2009 – Lake Mary Blvd Pavement Rehabilitation Project

SCOPE OF SERVICES

The contractor shall be responsible for all labor, materials, equipment, transportation, coordination and incidentals necessary for the rehabilitation of pavement on Lake Mary Blvd. The project includes Milling and resurfacing Roadway Surface, Installation of Traffic Loops and placement of pavement markings from from Markham Woods Road to Rinehart Rd. This project will use the ARRA of 2009 and shall comply with the following:

Compliance with American Recovery and Reinvestment Act of 2009:

> This project is subject to the criteria and conditions of the American Recovery and Reinvestment Act (ARRA) of 2009. Satisfy the federal reporting requirements for the project(s), such as the monthly employment report, for both the contractor and subcontractors. Provide the required information on form(s) provided by the COUNTY or its agent in the timeframe indicated in the instructions. Include these reporting requirements in all subcontracts.
>
> Section 902 of the ARRA of 2009 provides the COUNTY and his representatives the authority:
>
> (1) to examine any records of the Contractor or any of its subcontractors, or any State or Local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
>
> (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or Local government agency administering the Contract, regarding such transactions.

Accordingly, the COUNTY and its representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this Contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Section 1515(a) of the ARRA provides authority for any representatives of the COUNTY and/or agent to examine any records or interview any employee or officers working on this Contract. The Contractor is advised that representatives of the COUNTY and/or agent have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this Contract. Section 1515(b) further provides that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Failure to Comply with American Recovery and Reinvestment Act of 2009: The COUNTY will withhold progress payments from the Contractor for failure to comply with the requirements.

EXHIBIT "B"

BID FORM
(A+B BID)

PROJECT: Lake Mary Blvd. Pavement Rehabilitation

COUNTY CONTRACT NO.: CC-4864-09/JVP

TO: Board of County Commissioners
Seminole County, Florida

Pursuant to and in compliance with the Instructions to Bidders, the undersigned computes the A+B computation as follows:

(a) **The COUNTY specifies the maximum Contract Time for Substantial Completion as 83 Days. The contract time on the bid form, as submitted by the bidder(must be equal to or less than the County specified maximum days), shall be the amount of time the bidder has proposed for substantial completion only. The County will provide a set term of 30 days for Final Completion.**

(b) The COUNTY specifies the UC as $3570.00 per Day.

(c) A+B computation = A + (B x UC).

Where: $765,772.71 gp

A = Bidder's Total Bid $ ~~$765,772.88~~

B = Bidder's Contract Time 38 Days.

The Total Amount of Bid stated below must be the same as "A" Bidder's Total Bid as set forth in the Bidder's A+B Bid formula. This amount shall be the Contract Price if a contract is awarded.

TOTAL AMOUNT OF BID: ~~$765,772.88~~ $765,772.71 gp
(Must equal "A" in the Bidder's A+B formula) Numbers

Seven hundred Sixty five thousand Seven hundred Seventy
seventy one
~~four~~ TWO dollars and ~~sixty~~ cents.
(IN WORDS)

The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of $250.00, specific consideration for indemnification.

The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services

CONTRACT TIME: 38
(Must equal "B" in the Bidder's A+B formula) Number of Days

Thirty Eight days

(IN WORDS)

The agreement substantial completion time will be the same as "B" Bidder's substantial completion time as set forth in the Bidder's A+B Bid formula.

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:

A+B COMPUTATION : $901,432.71
Numbers

Nine hundred one thousand four hundred thirty two
seventy one
dollars and cents.
(IN WORDS)

(A+B computation is used only to determine the Apparent Low Bidder).

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

BID SUBMITTAL CHECKLIST

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

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

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 16th day of September, 2009.

The Middlesex Corporation
(Name of BIDDER)

(Signature of person signing this BID FORM)

David Socci
(Printed name of person signing this BID FORM)

Senior Vice President Estimating
(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.

LAKE MARY BLVD PAVEMENT REHABILITATION - BID TABULATION FORM

FROM MARKHAM WOODS ROAD TO RINEHART ROAD

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
	ROADWAY ITEMS				
101-1	MOBILIZATION	LS	1	$54,250.00	$54,250.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	$25,000.00	$25,000.00
327-70-6	MILLING EXIST ASPH PAVT (1 1/2" AVG DEPTH)	SY	50,412	$1.25	$63,015.00
327-70-4	MILLING EXIST ASPH PAVT (3" AVG DEPTH)	SY	11,303	$1.25	$14,128.75
334-1-13	SUPERPAVE ASPHALTIC CONC (TRAFFIC C) (1.5")	TN	933	$68.00	$63,444.00
337-7-33	ASPH. CONC. FRICTION COURSE (FC-12.5)(RUBBER) (1.5")	TN	5,092	$82.00	$417,544.00
522-1	SIDEWALK CONCRETE (4" THICK) (CONTINGENCY)	SY	40	$175.00	$7000.00
527-1	DETECTABLE WARNING ON WALKING SURFACE	EA	41	$425.00	$17,425.00
536-73	REMOVAL OF EXISTING GUARDRAIL	LF	540	$4.75	$2,565.00
570-1-2	PERFORMANCE TURF, SOD	SY	300	$2.50	$750.00
630- 1- 12	CONDUIT - SIGNALS (F & I) (UNDERGROUND)	LF	980	$4.15	$4067.00
630- 1- 13	CONDUIT (F & I) - SIGNALS (F & I) (UNDER PAVEMENT)(CONTINGENCY)	LF	40	$15.75	$631.00
630- 1- 14	CONDUIT - SIGNALS (F & I) (UNDERGROUND - JACKED)	LF	620	$8.05	$4,997.00
635- 1- 11	PULL AND JUNCTION BOXES (F&I)	EA	16	$212.25	$3396.48
660- 2-102	LOOP ASSEMBLY (F&I) (TYPE B)	AS	38	$584.85	$22,222.40
660- 2-106	LOOP ASSEMBLY (F&I) (TYPE F)	AS	22	$708.33	$15583.26
706- 3	RETRO-REFLECTIVE PAVEMENT MARKERS (F&I)	EA	2,196	$3.00	$6,588.00
710-11-111	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	NM	3.625	$792.00	$2,871.00
710-11-122	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 8"	LF	244	$0.16	$39.04
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	LF	4,101	$0.50	$2,050.50
710-11-124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 18"	LF	24	$0.90	$21.60
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	618	$1.50	$927.00
710-11-131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 6"	GM	3.490	$422.40	$1,474.18
710-11-160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE	EA	15	$40.00	$600.00
710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	84	$20.00	$1680.00
710-11-211	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	NM	2.506	$792.00	$1,984.76
710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18"	LF	61	$0.90	$54.90
710-11-231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.125	$422.40	$52.80
711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	NM	3.625	$2,481.00	$8,993.63
711-11-122	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8"	LF	244	$0.70	$170.80
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	4,101	$1.45	$5,946.45
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF	24	$2.15	$51.60
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	618	$2.90	$1,792.20
711-11-131	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6"	GM	3.490	$686.40	$2,395.54
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	15	$150.00	$2,250.00
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	84	$40.00	$3,360.00
711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	NM	2.506	$2,481.00	$6,218.86
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	61	$2.15	$131.15
711-11-231	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	GM	0.125	$792.00	$99.00
	TOTAL BID				$765,772.71

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EXHIBIT "C"

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

NOTICE TO BIDDERS:

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

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
N/A	N/A			

TOTAL $_____

David Socci, Senior Vice President Estimating
Printed Name

Signature

The Middlesex Corporation
Bidder Name

September 16, 2009
Date

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EXHIBIT "D"

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

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

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

CONTRACTOR: The Middlesex Corporation

Signature: _____

Printed Name: David Socci

Title: Senior Vice President Estimating

Date: September 16, 2009

Affix Corporate Seal

STATE OF Massachusetts)
) ss
COUNTY OF Middlesex)

The foregoing instrument was acknowledged before me this 16th day of September, 2009, by David Socci of The Middlesex Corporation firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Stephanie Montisanti

Print Name Stephanie Montisanti
Notary Public in and for the County
and State Aforementioned

STEPHANIE MONTISANTI
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires May 9, 2014

My commission expires: May 9, 2014

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

BID NUMBER: **CC-4864-09/JVP**
PROJECT TITLE: Lake Mary Blvd
BID OPENING DATE: September 16, 2009 at 2:00 P.M.

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

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	The Middlesex Corp. **One Spectable Pond Rd** **Littleton, MA 01460** **David Socci** **dsocci@middesexco.com** **(978) 742-4400 (Phone)** **(978) 742-4434 (Fax)**	**P&S Paving, Inc** **3701 Olson Drive** **Daytona Beach, FL 32124** **Todd Phillips** **bdavidson@pandspavinginc.com** **(386) 258-7911 (Phone)** **(386) 258-9313 (Fax)**	**Halifax Paving, Inc.** **860 Hull Road** **Ormond Beach, FL 32174** **James E. Davis** **halifaxpaving@cfl.rr.com** **(386) 676-0200 (Phone)** **(386) 676-0803 (Fax)**	**Ranger Construction** **1200 Elboc Way** **Winter Garden, FL 34787** **Mark Veillette** **Estimating.orlando@rangerconstruction.com** **(407) 656-9255 (Phone)** **(407) 656-3188 (Fax)**
Total "A" Amount	**$765,772.71**	**$815,991.28**	**$770,685.13**	**$743,758.22**
# of DAYS	**38**	**28**	**60**	**70**
Total "B" Amount	**$901,432.71**	**$915,951.28**	**$984,885.13**	**$993,658.22**
Acknowledge addenda 1-1	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	Yes	Yes	Yes	Yes
FDOT Certification	Yes	Yes	Yes	Yes

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

BID NUMBER: **CC4864-09/JVP**

ITEM DESCRIPTION	Response #5 Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789 Tom Craft Dave.shuman@hubbard.com (407) 645-5500 (Phone) (407) 623-3865 (Fax)
Total "A" Amount	**$857,514.95**
# of DAYS	**45**
Total "B" Amount	**$1,018,164.95**
Acknowledge addenda 1-3	Yes
Trench Safety Act	Yes
Bidder Information Form	Yes
Non-Collusion Affidavit	Yes
Certification of Non-Segregated Facilities Form	Yes
Americans w/Disabilities Act	Yes
Drug-Free Workplace Form	Yes
Public Entity Crimes Form	Yes
Experience of Bidder	Yes
Bid Bond	Yes
W-9	Yes
Compliance w/ Public Records	Yes
FDOT Certification	Yes
	Yes

Bid Opening: September 16, 2009 at 2:00 p.m., Purchasing and Contracts Conference Room, 200 W. County Home Rd, Sanford, FL 32773

Bid Tabulated by Jacqui Perry, Senior Procurement Analyst
(Posted by J. Perry September 22, 2009 @ 9:00am Eastern)
Recommendation of Award: The Middlesex Corp.
BCC Agenda Date: October 13, 2009

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-4923-09/JVP - American Recovery and Reinvestment Act of 2009 - CR 46-A (W. 25th St.) Pavement Rehabilitation Project

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Jacqui Perry **EXT:** 7114

MOTION/RECOMMENDATION:
Award CC-4923-09/JVP - American Recovery and Reinvestment Act of 2009 - CR 46-A (W. 25th St.) Pavement Rehabilitation Project in the amount of $1,264,000.00 to The Middlesex Corporation of Littleton, Massachusetts.

County-wide Ray Hooper

BACKGROUND:

CC-4923-09/JVP will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the rehabilitation of pavement on CR 46-A (W. 25th St.). The project includes milling and resurfacing roadway, installation of traffic loops and placement of pavement markings from Old Lake Mary Blvd to SR 17-92.

The project was publicly advertised and the County received five (5) responses. The Review Committee consisting of Joe Weston, Project Coordinator II; Bill Glennon, Principal Engineer; and Antoine Khoury, Assistant County Engineer, all from the Public Works Department, Engineering Division, reviewed the responses. The project utilized the A+B bidding procedure, and consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder The Middlesex Corporation, of Littleton, Massachusetts (with an Orlando office) in the amount of $1,264,000.00. The completion time for this project is ninety (90) calendar days to Substantial Completion, and an additional thirty (30) calendar days to Final Completion, for a total Agreement time of one hundred and twenty (120) 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 the project was $1,080,492.00. This is a budgeted project, and funds are available in ARRA W. 25th St Pavement (Account #'s 077507.560670 & 077541.560670, CIP #00283601).

STAFF RECOMMENDATION:
Staff recommends that the Board award CC-4923-09/JVP - American Recovery and Reinvestment Act of 2009 - CR 46-A (W. 25th St.) Pavement Rehabilitation Project in the amount of $1,264,000.00 to The Middlesex Corporation of Littleton, Massachusetts.

ATTACHMENTS:

1. CC-4923-09_JVP - Award Agreement (The Middlesex Corporation)
2. CC-4923-09 JVP - Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CONSTRUCTION SERVICES AGREEMENT
CR 46A PAVEMENT REHABILITATION
(CC-4923-09/JVP)

THIS AGREEMENT is dated as of the _____ day of _____ 20___, by and between **THE MIDDLESEX CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is One Spectacle Pond Road, Littleton, Massachusetts 01460, 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 CR 46A Pavement Rehabilitation.

The Project for which the Work under the Contract Documents is a part is generally described as CR 46A Pavement Rehabilitation.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean PBS&J, whose address is 482 S. Keller Road, Orland, Florida 32810.

(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

Wilbur Smith Associates, Inc. whose address is 3191 Maguire Boulevard, Suite 200, Orlando, Florida 32803.

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within ninety (90) calendar days after the date of when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions.

(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 ONE MILLION TWO HUNDRED SIXTY-FOUR THOUSAND AND NO/100 DOLLARS ($1,264,000.00) 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 John Lunardi, 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, TWO THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS ($2,570.00) 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:

Engineering Division
520 W. Lake Mary Boulevard, Suite 200
Sanford, FL 32773

For CONTRACTOR:

The Middlesex Corporation
One Spectacle Pond Road
Littleton, MA 01460

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:

_____
, Secretary

(CORPORATE SEAL)

THE MIDDLESEX CORPORATION

By:_____
, President

Date:_____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BOB DALLARI, Chairman

Date:_____

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

AEC/lpk/sjs
8/26/09, 9/30/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\CC-4923.doc

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

Exhibit "A"

American Recovery and Reinvestment Act of 2009 – West 25th Street (CR-46A)

Pavement Rehabilitation Project

SCOPE OF SERVICES

The contractor shall be responsible for all labor, materials, equipment, transportation, coordination and incidentals necessary for the rehabilitation of pavement on West 25th Street (CR-46A). The project includes base rehabilitation, milling and resurfacing roadway surface, installation of traffic Loops and placement of pavement markings from Old Lake Mary Blvd to SR 17-92.

This project will use the ARRA of 2009 and shall comply with the following:

Compliance with American Recovery and Reinvestment Act of 2009:

> This project is subject to the criteria and conditions of the American Recovery and Reinvestment Act (ARRA) of 2009. The contractor must satisfy the federal reporting requirements for the project(s), such as the monthly employment report, for both the contractor and subcontractors. Provide the required information on form(s) provided by the COUNTY or its agent in the timeframe indicated in the instructions. Include these reporting requirements in all subcontracts.
>
> Section 902 of the ARRA of 2009 provides the COUNTY and his representatives the authority:
>
> (1) to examine any records of the Contractor or any of its subcontractors, or any State or Local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
>
> (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or Local government agency administering the Contract, regarding such transactions.

Accordingly, the COUNTY and its representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this Contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Section 1515(a) of the ARRA provides authority for any representatives of the COUNTY and/or agent to examine any records or interview any employee or officers working on this Contract. The Contractor is advised that representatives of the COUNTY and/or agent have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this Contract. Section 1515(b) further provides that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Failure to Comply with American Recovery and Reinvestment Act of 2009: The COUNTY will withhold progress payments from the Contractor for failure to comply with the requirements.

BID FORM
(A+B BID)

PROJECT: CR-46A (W. 25th Street) Pavement Rehabilitation
COUNTY CONTRACT NO. CC-4923-09/JVP

TO: Board of County Commissioners
Seminole County, Florida

Pursuant to and in compliance with the Instructions to Bidders, the undersigned computes the A+B computation as follows:

(a) **The COUNTY specifies the maximum Contract Time for Substantial Completion as 95 Days. The contract time on the bid form, as submitted by the bidder, shall be the amount of time the bidder has proposed for substantial completion only. The County will provide a set term of 30 days for Final Completion.**

(b) The COUNTY specifies the RUC as **$2570.00** per Day.

(c) A+B computation = A + (B x UC)

Where:

A = Bidder's Total Bid $ 1,264,000

B = Bidder's Contract Time 90 Days.

The Total Amount of Bid stated below must be the same as **"A"** Bidder's Total Bid as set forth in the Bidder's A+B Bid formula. This amount shall be the Contract Price if a contract is awarded.

TOTAL AMOUNT OF BID: $ 1,264,000.00
(Must equal "A" in the Bidder's A+B formula) Numbers

ONE MILLION TWO-HUNDRED SIXTY-FOUR THOUSAND DOLLARS

(IN WORDS)

The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of $250.00, specific consideration for indemnification.

The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services

CONTRACT TIME: 90
(Must equal "B" in the Bidder's A+B formula) Number of Days

NINETY DAYS

(IN WORDS)

The agreement substantial completion time will be the same as **"B"** Bidder's substantial completion time as set forth in the Bidder's A+B Bid formula.

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:

A+B COMPUTATION : $1,495,300.00

Numbers

ONE MILLION, FOUR HUNDRED NINETY-FIVE THOUSAND, THREE HUNDRED DOLLARS

(IN WORDS)

(A+B computation is used only to determine the Apparent Low Bidder).

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

BID SUBMITTAL CHECKLIST

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

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

W 25TH STREET (CR -46A) PAVEMENT REHABILITATION - BID TABULATION FORM

FROM EAST OF OLD LAKE MARY ROAD TO US 17-92

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT

CIP:283601

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BID
	ROADWAY ITEMS				
101-1	MOBILIZATION	LS	1	$95,000.00	$95,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	$210,000.00	$210,000.00
104-11	FLOATING TURBIDITY BARRIER	LF	100	$16.00	$1,600.00
110-1-1	CLEARING AND GRUBBING	LS	1	$117,902.92	$117,902.92
285-709	OPTIONAL BASE (BASE GROUP 9)	SY	22,429	$10.00	$224,290.00
334-1-13	SUPERPAVE ASPHALTIC CONC (TRAFFIC C) (2")	TN	1,850.5	$80.00	$148,040.00
337-7-33	ASPH. CONC. FRICTION COURSE (TRAFFIC C)(FC-12.5)(RUBBER) (1.5")	TN	1,890.5	$76.50	$141,563.25
425-74-1	MANHOLES AND INLETS, CLEANING AND SEALING, < 10'	EA	25	$700.00	$17,500.00
425-1-325	INLETS, CURB, TYPE P-2, PARTIAL	EA	3	$635.00	$1,905.00
425-1-331	INLETS, CURB, TYPE P-3, < 10'	EA	1	$1250.00	$1,250.00
425-1-335	INLETS, CURB, TYPE P-3, PARTIAL	EA	9	$635.00	$5,715.00
425-1-345	INLETS, CURB, TYPE P-4, PARTIAL	EA	4	$640.00	$2,560.00
430-175-101	PIPE CULVERT OPTIONAL MATERIAL, STORM & CROSS DRAIN, ROUND, 0 - 24", CONCRETE	LF	250	$45.00	$11,250.00
430-175-102	PIPE CULVERT OPTIONAL MATERIAL, STORM & CROSS DRAIN, ROUND, 25" - 36", CONCRETE	LF	250	$60.00	$15,000.00
430-94-1	DESILTING PIPE (0"-24")	LF	2,304	$5.00	$11,520.00
430-94-2	DESILTING PIPE (25"-36")	LF	936	$9.00	$8,424.00
430-821-23	CLEANING AND SEALING EXISTING PIPE JOINTS, 15" PIPE	EA	10	$85.00	$850.00
430-821-25	CLEANING AND SEALING EXISTING PIPE JOINTS, 18" PIPE	EA	10	$105.00	$1,050.00
430-821-27	CLEANING AND SEALING EXISTING PIPE JOINTS, 21" PIPE	EA	10	$120.00	$1,200.00
430-821-29	CLEANING AND SEALING EXISTING PIPE JOINTS, 24" PIPE	EA	10	$180.00	$1,800.00
430-821-33	CLEANING AND SEALING EXISTING PIPE JOINTS, 30" PIPE	EA	10	$250.00	$2,500.00
430-821-38	CLEANING AND SEALING EXISTING PIPE JOINTS, 36" PIPE	EA	10	$325.00	$3,250.00
431-1-1	PIPE LINER, OPTIONAL MATERIAL, 0 - 24"	LF	250	$180.00	$45,000.00
431-1-2	PIPE LINER, OPTIONAL MATERIAL, 25" - 36"	LF	250	$200.00	$50,000.00
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	LF	6,720	$15.00	$100,800.00
522-1	SIDEWALK CONCRETE (4" THICK) (CONTINGENCY)	SY	50	$60.00	$3,000.00
522-2	SIDEWALK CONCRETE (6" THICK) (CONTINGENCY)	SY	100	$50.00	$5,000.00
630- 1- 12	CONDUIT - SIGNALS (F & I) (UNDERGROUND)(CONTINGENCY)	LF	300	$4.00	$1,200.00
630- 1- 13	CONDUIT (F & I) - SIGNALS (F & I) (UNDER PAVEMENT)(CONTINGENCY)	LF	100	$19.75	$1,975.00
630- 1- 14	CONDUIT - SIGNALS (F & I) (UNDERGROUND - JACKED)(CONTINGENCY)	LF	120	$10.50	$1,260.00
635- 1- 11	PULL AND JUNCTION BOXES (F&I), (CONTINGENCY)	EA	5	$230.00	$1,150.00
660- 2-102	LOOP ASSEMBLY (F&I) (TYPE B)	AS	16	$685.00	$10,960.00
660- 2-106	LOOP ASSEMBLY (F&I) (TYPE F)	AS	1	$775.00	$775.00
706- 3	RETRO-REFLECTIVE PAVEMENT MARKERS (F&I)	EA	474	$3.00	$1422.00
710-11-111	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	NM	1.870	$825.00	$1,542.75
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	LF	597	$1.00	$597.00
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	109	$2.00	$218.00
710-11-131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 6"	GM	1.673	$550.00	$920.15
710-11-160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE	EA	1	$47.00	$47.00
710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	1	$26.00	$26.00
710-11-211	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	NM	1.660	$825.00	$1,369.50
710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18"	LF	10	$1.00	$10.00
711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	NM	1.870	$2440.00	$4,562.80
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	597	$2.00	$1,194.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	109	$4.00	$436.00
711-11-131	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6"	GM	1.673	$825.00	$1,380.23
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	1	$151.00	$151.00
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	1	$47.00	$47.00
711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	NM	1.660	$2640.00	$4,382.40
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	10	$3.00	$30.00
	TOTAL BID				$1,264,000.00

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 30th day of September, 2009.

The Middlesex Corporation
(Name of BIDDER)

(Signature of person signing this BID FORM)

David Socci
(Printed name of person signing this BID FORM)

Senior Vice President Estimating
(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.

EXHIBIT "C"

TRENCH SAFETY ACT
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

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

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
Trench Box	LF	500	$4.00	$2,000.00

TOTAL $ 2,000.00

David Socci, Senior Vice President Estimating
Printed Name

Signature

The Middlesex Corporation
Bidder Name

September 30, 2009
Date

EXHBIT "D"

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

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

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

CONTRACTOR: The Middlesex Corporation

Signature: _____

Printed Name: David Socci

Title: Senior Vice President Estimating

Date: September 30, 2009

Affix Corporate Seal

STATE OF Massachusetts)
) ss
COUNTY OF Middlesex)

The foregoing instrument was acknowledged before me this 30th day of September, 2009, by David Socci of The Middlesex Corporation firm), on behalf of the firm. He/She is personally known to me or has produced N/A identification.

Stephanie Montisanti

Print Name Stephanie Montisanti
Notary Public in and for the County
and State Aforementioned

STEPHANIE MONTISANTI
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires May 9, 2014

My commission expires: May 9, 2014

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

BID NUMBER: **CC-4923-09/JVP**
PROJECT TITLE: CR 46-A (W. 25th St.)
BID OPENING DATE: September 30, 2009 at 2:00 P.M.

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

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	The Middlesex Corp. **One Spectable Pond Rd** **Littleton, MA 01460** **David Socci** **dsocci@middesexco.com** **(978) 742-4400 (Phone)** **(978) 742-4434 (Fax)**	**Halifax Paving, Inc.** **860 Hull Road** **Ormond Beach, FL 32174** **James E. Davis** **halifaxpaving@cfl.rr.com** **(386) 676-0200 (Phone)** **(386) 676-0803 (Fax)**	**Ranger Construction** **1200 Elboc Way** **Winter Garden, FL 34787** **Mark Veillette** **Estimating.orlando@rangerconstruction.com** **(407) 656-9255 (Phone)** **(407) 656-3188 (Fax)**	**Hubbard Construction Company** **1936 Lee Road** **Winter Park, FL 32789** **Tom Craft** **Dave.shuman@hubbard.com** **(407) 645-5500 (Phone)** **(407) 623-3865 (Fax)**
Total "A" Amount	**$1,264,000.00**	**$1,353,413.33**	**$1,498,323.66**	**$1,564,770.90**
# of DAYS	**90**	**95**	**95**	**95**
Total "B" Amount	**$1,495,300.00**	**$1,597,563.33**	**$1,742,473.66**	**$1,808,920.90**
Acknowledge addenda 1-1	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	Yes	Yes	Yes	Yes
FDOT Certification	Yes	Yes	Yes	Yes

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

BID NUMBER: **CC-4923-09/JVP**

ITEM DESCRIPTION	Response #5
	P&S Paving, Inc **3701 Olson Drive** **Daytona Beach, FL 32124** **Todd Phillips** **bdavidson@pandspavinginc.com** **(386) 258-7911 (Phone)** **(386) 258-9313 (Fax)**
Total "A" Amount	**$1,598,404.61**
# of DAYS	**95**
Total "B" Amount	**$1,842,554.60**
Acknowledge addenda 1-3	Yes
Trench Safety Act	Yes
Bidder Information Form	Yes
Non-Collusion Affidavit	Yes
Certification of Non-Segregated Facilities Form	Yes
Americans w/Disabilities Act	Yes
Drug-Free Workplace Form	Yes
Public Entity Crimes Form	Yes
Experience of Bidder	Yes
Bid Bond	Yes
W-9	Yes
Compliance w/ Public Records	Yes
FDOT Certification	Yes
	Yes

Bid Opening: September 30, 2009 at 2:00 p.m., Purchasing and Contracts Conference Room, 200 W. County Home Rd, Sanford, FL 32773

Bid Tabulated by Jacqui Perry, Senior Procurement Analyst
(Posted by J. Perry October 1, 2009 @ 9:00am Eastern)
Recommendation of Award: The Middlesex Corporation
BCC Agenda Date: October 13, 2009

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Miscellaneous Agreement: M-5004-09/BLH - Construction Management Services for Facilities Projects

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Bob Hunter **EXT:** 7119

MOTION/RECOMMENDATION:
Approve M-5004-09/BLH - Construction Management Services for Facilities Projects as a Single Source procurement with ZHA, Inc., or Orlando, Florida (Estimated Annual Usage of $275,000.00).

County-wide Ray Hooper

BACKGROUND:

M-5004-09/BLH will provide for professional construction management services during the design and construction of Facilities, Construction Management projects. These services will include, but not be limited to, reviewing plans and specifications, ensuring conformity and compliance with project scope, and developing cost estimates. As the Owner's Representative, the Consultant will also be providing assistance with the implementation of design, scheduling and value engineering for vertical construction projects.

The Administrative Services Department has an established need for a provider of project management services, to assist with ten (10) Facilities Management (FM) projects that are listed under Exhibit "A" of the attached Award Agreement. FM staff have selected ZHA, Inc. as the Consultant to provide these services under a Single Source procurement. This decision was based upon a number of factors, which included the continuity of project management, familiarity with organizational requirements for projects and with the local design and construction community, and the value added benefits of determining personnel selection and reasonable labor rates. The attached backup documentation includes the Single Source Justification Form.

This Master Agreement provides for an Estimated Annual Usage in the amount of $275,000.00 for these services, and has an Agreement Term that includes a two (2) year base period, with three (3) 1-year each Renewal Options. Authorization for the performance of services by the Consultant under this Master Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. The work and dollar amount for each Work Order shall be negotiated on an as-needed basis for the specific project, and funded within approved budget amounts.

STAFF RECOMMENDATION:

Staff recommends that the Board approve M-5004-09/BLH - Construction Management Services for Facilities Projects as a Single Source procurement with ZHA, Inc., or Orlando, Florida (Estimated Annual Usage of $275,000.00).

ATTACHMENTS:

1. M-5004-09_BLH - Award Agreement (ZHA)
2. M-5004-09_BLH - Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
FACILITIES PROJECTS
(M-5004-09/BLH)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **ZHA, INC.**, duly authorized to conduct business in the State of Florida, whose address is 221 NE Ivanhoe Boulevard, 2nd Floor, Orlando, Florida 32804, hereinafter called "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide construction management services for Facilities projects in Seminole County; and

WHEREAS, COUNTY has determined that CONSULTANT is the only company that can meet its needs for these services; and

WHEREAS, CONSULTANT is competent and qualified to furnish construction management services for Facilities projects to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES.

(a) COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

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

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no

covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES.

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

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at $75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:

   $6.00 without receipts

   $10.00 with receipts;

2. Lunch:

   $11.00 without receipts

   $13.00 with receipts;

3. Dinner:

   $19.00 without receipts

   $27.00 with receipts.

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

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

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

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

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

SECTION 7. PAYMENT AND BILLING.

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

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

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

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders

under ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

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

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

Contract Number, and all other information required by this Agreement.

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

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

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

Administrative Services/Facilities
205 W. County Home Road
Sanford, Florida 32773

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of

their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

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

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

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

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate

as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

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

SECTION 11. TERMINATION.

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

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

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

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

work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

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

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

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

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

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

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

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

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

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

SECTION 19. INSURANCE.

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

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT shall (at the option of COUNTY) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its

full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

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

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 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, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

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

expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

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

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

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

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

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis

or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

SECTION 20. DISPUTE RESOLUTION.

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

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the

parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

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

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

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

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

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

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules,

or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Administrative Services/Facilities
205 W. County Home Road
Sanford, Florida 32773

For CONSULTANT:

ZHA, Inc.
221 NE Ivanhoe Blvd., 2nd Floor
Orlando, Florida 32804

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

(Signature Page Follows)

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

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

ZHA, INC.

By:_____
, President

Date:_____

ATTEST:

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

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
AEC/sjs
9/21/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\M-5004-09.doc

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BOB DALLARI, Chairman

Date:_____

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

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Work Order
Exhibit C - Rate Schedule

The Owner's Representative shall provide professional management services during the design and construction of a project designated by Seminole County. During the Preconstruction Phase, the Owner's Representative will assist in the implementation of design, scheduling, and value engineering. Anticipated Services are outlined in Section I. During the Construction Phase, the Owner's Representative will assist in the oversight of construction-related activities as described in Section II.

SCOPE OF SERVICES:

I. GENERAL SCOPE OF WORK – Preconstruction Phase

The Consultant's work shall include the following Tasks:

A. Facilitate cooperation and communications between all parties associated with the project; providing full information in a timely manner.
B. Participate in project meetings.
C. Review Architect/Engineer's plans, specifications and construction documents for consistency and coordination of technical disciplines.
D. Participate in reviews of design documents for conformance with project scope, budget, and construction phase.
E. Review and make recommendations regarding construction bid packaging for purpose of bidding to facilitate an effective construction process.
F. Review and monitor Architect/Engineer's design schedule to ensure adequate progress is being achieved to attain the objectives of the project.
G. Review and monitor project budgets, recommend actions, as required, to maintain established budget.
H. Develop cost estimates as requested by Seminole County.
I. Review and recommend payment of Architect/Engineer's invoices based on progress and overall accomplishment.
J. Assist Seminole County in evaluating contract changes, modifications, and change orders submitted by Architect/Engineer.
K. Interface, as directed by Owner, with user groups, local government/business associations, etc., as requested, to inform parties of plans and progress of design activities.
L. Assist Seminole County and Architect/Engineer in obtaining required permits and approvals.
M. Assist Seminole County in establishing milestones for the project completion activities.
N. Assist Seminole County in developing preconstruction conference checklist.
O. Utilizing the Owner's Representative's LEED accreditation, assist Seminole County in reviewing LEED certification process, where appropriate.
P. Interface, as directed by Owner, with user groups, local government/business associations, etc., as required, to inform parties of proposed construction activities.
Q. For Contractor delivery method:
    i. Review and make recommendations, as required, on the Contractor's construction plan for the facility.

ii. Facilitate cooperation among Architect/Engineer, Contractor and Seminole County to expedite delivery of facility.
iii. Review and make recommendations, as required, of Contractor's proposed staging and safety program.
iv. Review and make recommendations, as required, of Contractor's proposed Schedule of Values breakdown.
v. Coordinate activities of Owner, Architect and Contractor.

R. For Construction Management delivery systems:
i. Review and make recommendations, as required, on the Construction Manager's construction plan for the facility.
ii. Review and make recommendations to the Construction Manager's proposed construction sequencing schedule and bid packages, including review of proposed suppliers and subcontractors.
iii. Assist Seminole County in establishing basis for the "Guaranteed Maximum Price" (GMP) contract with the Construction Manager.
iv. Reconcile cost estimates and assist Seminole County in negotiations with Construction Manager with GMP.
v. Facilitate cooperation among Architect/Engineer, Construction Manager and Seminole County to expedite delivery of facility.
vi. Review and make recommendations, as required, of Construction Manager's proposed staging and safety program.
vii. Review and make recommendations, as required, of Construction Manager's proposed Schedule of Values/trade payment breakdown and method of payment.
viii. Coordinate activities of Owner, Architect and Construction Manager.

S. Provide other services as deemed appropriate by Seminole County.

II. GENERAL SCOPE OF WORK – Construction Phase

The Consultant's work shall include the following Tasks:

A. Provide periodic construction oversight of the project to review the job progress.
B. Monitor construction work for Contractor's / Construction Manager's compliance with contract and construction documents.
C. Participate in periodic Contractor's / Construction Manager's construction planning meetings.
D. Assist Seminole County and the Architect/Engineer in monitoring the processing of shop drawings to ensure that it follows the schedule submitted by the Contractor / Construction Manager and that the Architect/Engineer reviews the shop drawings in a timely manner.
E. Assist Seminole County and the Architect/Engineer in securing, building and environmental permits and approvals for construction.
F. Assist Seminole County in reviewing the daily quality control inspection reports to ensure all tests required by the specifications and drawings are performed.

G. Assist Owner, as required, in determining extent of hazardous materials within job site, perimeter and the development of actions to be taken regarding disposal.
H. Assist Seminole County in determining if the Contractor / Construction Manager has contacted with sufficient fore warnings of all affected utilities and arranged for inspection and acceptance of construction work and coordinated on utility outages, closures, changeovers, disconnects and reconnects, etc.
I. Assist Seminole County in determining that all building department inspections are conducted in a timely and efficient manner.
J. Recommend rejection of all construction work or materials that do not comply with the contract requirements.
K. Review and approve materials and equipment that are under an allowance to avoid delays in work.
L. Recommend to Seminole County and Architect/Engineer issuance of Notice of Non-Compliance to Contractor / Construction Manager to correct non-conforming and/or defective work.
M. Recommend to Seminole County and Architect/Engineer, as required, ordering corrective actions in writing if the Contractor / Construction Manager fails to promptly remove, correct, or replace rejected construction work or materials.
N. Interface, as directed by Owner, with user groups, local government/business associations, etc., as required, in inform participants of upcoming construction activities.
O. Monitor Contractor's / Construction Manager's construction schedule.
P. Analyze construction progress vs. Contractor's / Construction Manager's proposed invoice and make recommendation of payment to the Contractor / Construction Manager.
Q. Review and recommend actions to Seminole County on proposed design and construction changes to assess impact on project budget.
R. Review, evaluate and make recommendations to Owner, as required, on Contract modifications and change orders.
S. Develop cost estimates as requested by Seminole County.
T. Maintain required record, photographs, files and reports for the construction history of the project.
U. Assist Owner, Architect/Engineer and Contractor / Construction Manager in the preparation and review of punch lists and pre-final and final inspection of the work. Monitor performance of punch list work.
V. Assist Seminole County in the assembly and transmittal of, (1) as-built documents; (2) record drawings; (3) manuals; and (4) warrantees.
W. Clarify expected level of completion with Contractor / Construction Manager prior to pre-final, final inspection, and final acceptance.
X. Coordinate final inspection by the building department.
Y. Coordinate turnover of project.
Z. Monitor FF&E plan, purchase and installation, and monitor user moves.
AA. Turn over all Consultants' generated project-related equipment, inventories, etc., to Seminole County in closeout activities.
BB. Provide other services as deemed appropriate by Seminole County.

EXHIBIT "A"

FY 2009/10 PROJECT LIST FOR ZHA

Construction Management Program

Prepared: 08/31/2009

Project Name	CIP #	Description
FS-12 Renovations	00189301	Expansion and renovations to existing fire station.
FS-11 Renovations	00189302	Renovations to existing fire station.
FTC Parking Lot Improvements	00226101	Parking lot and drainage improvements at Fire Training facility.
Jetta Point Park	00234601	Design and construct a 45-acre multiuse recreational park.
FS-29 Construction	00258001	Design and construct a new 3-bay fire station.
AS Fire Reconstruction	00274801	Installation of fire suppression system, fire alarm system, and lightening protection system.
FS-16 Renovations	00189304	Renovations to existing fire station.
FS-36 Sewer Line Installation	TBD	Tentative Project -- Installation of a new sewer line and lift station.
FS-19 Construction	00249501	Design and construct a new 3-bay fire station.
Midway Community Center Rebuild	00278901	Repair or replace Community Center building.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

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

Consultant: _____
Address: _____
_____

ATTACHMENTS TO THIS WORK ORDER:
[ ] drawings/plans/specifications
[ ] scope of services
[ ] special conditions
[ ] _____

METHOD OF COMPENSATION:
[ ] fixed fee basis
[ ] time basis-not-to-exceed
[ ] time basis-limitation of funds
[ ] retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Work Order by the parties, and shall be completed within ___**calendar days** from the effective date of this Work Order. Failure to meet the completion time shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

WORK ORDER AMOUNT: _____ DOLLARS ($_____)

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

Consultant

By: _____
, President

Date: _____

****

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

_____
(Procurement Analyst)

By: _____
, Procurement Supervisor

_____
(Procurement Analyst)

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

OC #_____ **ON #_____**

WORK ORDER
TERMS AND CONDITIONS

a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.

b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.

c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.

d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.

e) METHOD OF COMPENSATION - If the compensation is based on a:

(i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

(ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.

(iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

(iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated

hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.

g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.

h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

Program Management • Concepts
• Owner Representative Services

BILLING CLASSIFICATIONS AND HOURLY RATES
September 16, 2009

Billing Classifications	Hourly Rate
Project Manager	$127.00
Inspector	$85.00

Corporate Office 221 NE Ivanhoe Boulevard, 2nd Floor, Orlando, Florida USA 32804 407.422.7487 fx:407.422.7413
www.zhaintl.com

SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION

☒ **SINGLE SOURCE** ☐ **SOLE SOURCE** ☐ **PROPRIETARY SOURCE**

Date Requested: 09/16/2009 JDE No.: _____

Requestor: Frank Raymond Telephone/Ext.: 5277 Department/Division: Administrative Services

Description of Products/Services: Professional Project Management Services

Make _____ Manufacturer _____ Model# _____

Support justification (Please attach additional information as appropriate):
See attached.

Proposed Vendor: ZHA, Inc. Phone# (407) 422-7487

Other Companies contacted: (Attach documentation of each firm contacted)

Compliance:

Does the requirement comply with the definition of sole/proprietary source as described in Section 220.4? ☐ Yes ☑ No

Is this commodity or service of a "unique nature" that would support a "Single Source" justification? ☑ Yes ☐ No
If you answer "YES", please explain in details.

Necessary: Is this commodity or service necessary to accomplish the County's task or mission? ☑ Yes ☐ No

Unique: Is this commodity or service, or some necessary features, unique to this source? ☑ Yes ☐ No

Compliance with Bid Tampering (F.S. 838.22) is acknowledged by signatures below:

Requesting Division Manager's Signature: _____ Date: 9-17-09

Requesting Department Director's Signature: _____ Date: 9-17-09

Purchasing and Contracts Division Determination:

Analyst	☐ Approval	☐ Disapproval	Date: _____
Supervisor/Manager	☑ Approval ek	☐ Disapproval	Date: 9/21/09

Description Posted (at least 7 business days): From _____ to _____
Determination Posted (at least 3 business days): From _____ to _____
BCC Date, if applicable: _____

Comments: _____

Purchase Order No.: _____ Amount of Purchase: $ _____

Justification for using ZHA for Project Management Services

The use of ZHA as the interim provider of project management services after our internal project management personnel positions were eliminated was based on a number of factors:

- Familiarity with the organization as relates to projects, both in terms of the past, present and future. ZHA provided Authorized Owner's Representative services for the CJC and JJC projects. Also, ZHA contributed to our 5 Pts. master plan and other planning efforts and project analyses. This familiarity with the personnel in our organization and with the methods and processes preferred by the County to accomplish vertical construction is an invaluable asset in bringing on an outside contractor to help with something as sensitive in nature as construction project management.
- Familiarity with the local design and construction community. ZHA has been a player in this arena for some time. Not in just the Country or the State, but in the central Florida area and specifically in the greater Orlando area.
- Value. The offered services are at a reasonable cost per hour; not subject to any multiplier; and, through past performance, the quantity of hours charged is reasonably and professionally held to the minimum acceptable to produce the desired effect of professionalism and efficiency of producing value in the end product.
- Continuity of project management. ZHA was called upon to fill the gap after the staff positions were reduced and has done so efficiently. Many of the projects are ongoing, in one phase or another (e.g., Fire Station 29 and Jetta Point Park), and keeping the personnel already familiar with the projects is inherently efficient.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Professional Services: PS-4388-09/VFT - Design of Minor Projects with Construction Costs Less Than $1 Million

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Vagillia Taylor **EXT:** 7122

MOTION/RECOMMENDATION:
Approve ranking and authorize staff to negotiate rates for PS-4388-09/VFT – Design of Minor Projects with Construction Costs Less Than $1 Million with Inwood Consulting Engineers, Inc. of Oviedo, Florida; HNTB Corporation of Lake Mary, Florida; Pegasus Engineering of Winter Springs, Florida; Reynolds, Smith and Hills, Inc. of Orlando, Florida; and Professional Engineering Consultants, Inc. of Orlando, Florida (Estimated Annual Usage Amount of $900,000.00).

County-wide Ray Hooper

BACKGROUND:

PS-4388-09/VFT will provide various professional services under CCNA, including but not limited to, construction plan preparation, and environmental & drainage permitting for minor projects. Some projects will require preliminary and final design phases and intensive sub-basin and environmental permitting.

The project was publicly advertised and the County received thirty-eight (38) submittals, of which one (1) response was determined to be non-responsive. The following responsive submittals are listed below in alphabetical order:

- AECOM Technical Services, Inc.
- Altran Solutions Corp.
- AVCON, Inc.
- The Balmoral Group, LLC
- Bowyer-Singleton & Associates, Inc.
- Brindley Pieters & Associates, Inc.
- Burgess & Niple, Inc.
- Collins Engineers, Inc.
- Comprehensive Engineering Services, Inc.
- Consul-Tech Enterprises, Inc.
- CPH Engineers, Inc.
- CSI Engineering

- Daly Engineering Consultants, LLC
- Donald W. McIntosh Associates, Inc.
- Dyer, Riddle, Mills, & Precourt, Inc.
- Ghyabi & Associates, Inc.
- HDR Engineering, Inc.
- HNTB Corporation
- Horizon Engineering Group, Inc.
- Infrastructure Engineers, Inc.
- Inwood Consulting Engineers, Inc.
- Johnson, Mirmiran & Thompson
- Kisinger Campo & Associates, Corp.
- Lochrane Engineering, Inc.
- MACTEC Engineering and Consulting, Inc.
- Metric Engineering, Inc.
- Miller Legg
- Moffatt & Nichol
- Neel-Schaffer, Inc.
- Pegasus Engineering
- Professional Engineering Consultants, Inc.
- Protean Design Group, Inc.
- Reynolds, Smith and Hills, Inc.
- TYLin International
- Vanesse Hangen Bristlin, Inc.
- Wantman Group, Inc.
- WBQ Design & Engineering, Inc.
- Woolpert, Inc.

The Evaluation Committee, which consisted of Gary Johnson, Public Works Director; Jerry McCollum, County Engineer; Brett Blackadar, Principal Engineer; Rolando Raymundo, Principal Engineer; and Charlie Wetzel, Assistant Traffic Engineer, all from the Public Works Department, evaluated the submittals and agreed to short-list ten (10) firms. The Evaluation Committee interviewed these firms giving consideration to the following criteria:

- Project Approach/Understanding
- Innovative/Cost Savings Ideas
- Project Team Qualifications and Experience

The attached backup documentation includes the Tabulation Sheet, the Presentation Summary & Scoring Sheets, the Evaluation Summary Sheets and the Project Scope. The

Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate rates with the five (5) top ranked firms in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA).

- Inwood Consulting Engineers, Inc.
- HNTB Corporation
- Pegasus Engineering
- Reynolds, Smith and Hills, Inc.
- Professional Engineering Consultants, Inc.

Staff will return to present the final negotiated rates and the Award Agreements for approval and execution by the Board. Authorization for the performance of services by the Consultants under these Master Agreements shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultants. Work Orders will be limited to projects with construction costs of $1 million dollars or less, and study costs of $50,000 dollars or less. The work and dollar amount for each Work Order shall be negotiated on as as-needed basis for the specific project, and funded within approved budget amounts.

STAFF RECOMMENDATION:

Staff recommends that the Board approve ranking and authorize staff to negotiate rates for PS-4388-09/VFT – Design of Minor Projects with Construction Costs Less Than $1 Million with Inwood Consulting Engineers, Inc. of Oviedo, Florida; HNTB Corporation of Lake Mary, Florida; Pegasus Engineering of Winter Springs, Florida; Reynolds, Smith and Hills, Inc. of Orlando, Florida; and Professional Engineering Consultants, Inc. of Orlando, Florida (Estimated Annual Usage Amount of $900,000.00).

ATTACHMENTS:

1. PS-4388-09_VFT - Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

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

PS NUMBER: PS-4388-09/VFT

PS TITLE : Continuing Consultant Services Agreement: Design of Minor Projects with Construction Costs Less Than $1,000,000

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. PS DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PS DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

DATE: May 13, 2009 TIME: 2:00 P.M.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
AECOM Technical Services, Inc. 30 S. Keller Rd., Suite 500 Orlando, FL 32810 David W. Gorden, P.E. (407) 660-1719 Phone (407) 660-0250 - Fax	Altran Solutions Corp. 1061 S. Sun Drive Lake Mary, FL 32746 Rohan Berry (321) 363-4933 Phone (321) 363-4936 Fax	AVCON, Inc. 5555 E. Michigan St., Suite 200 Orlando, FL 32822 Rick Baldocchi, P.E. (407) 599-1122 Phone (407) 599-1133 - Fax	The Balmoral Group, LLC 341 North Maitland Ave., Suite 100 Maitland, FL 32751 Valerie Seidel (407) 629-2185 ext. 104 Phone (407) 629-2183 Fax
RESPONSE -5-	**RESPONSE -6-**	**RESPONSE -7-**	**RESPONSE -8-**
Bowyer-Singleton & Associates, Inc. 520 South Magnolia Ave. Orlando, FL 32801 Kevin E. Knudsen, P.E. (407) 843-5120 ext.3141 Phone (407) 649-8664 Fax	Brindley Pieters & Associates, Inc. 2600 Maitland Center Parkway, Suite 180 Maitland, Fl 32751 Brindley Pieters, P.E. (407) 830-8700 Phone (407) 830-8877 Fax	Burgess & Niple, Inc. 1800 Pembrook Drive, Suite 265 Orlando, FL 32810 Scott D. Perfater, P.E. (407) 401-8527 Phone (407) 734-4994 Fax	Collins Engineers, Inc. 7616 Southland Blvd., Suite 100 Orlando, FL 32809 Margarita R. Morales, P.E. (407) 826-5150 Phone (407) 826-5155 Fax
RESPONSE -9-	**RESPONSE -10-**	**RESPONSE -11-**	**RESPONSE -12-**
Comprehensive Engineering Services, Inc. 201 S. Orange Ave., Suite 1300 Orlando, FL 32801 Christopher A. Simoneaux, P.E. (407) 423-1600 Phone (407) 423-9614 Fax	Consul-Tech Enterprises, Inc. 2828 Edgewater Drive, Suite 200 Orlando, FL 32804 Evelio Chavez, P.E. (407) 649-8334 Phone (407) 649-8190 Fax	CPH Engineers, Inc 500 West Fulton St. Sanford, FL 32771 David A. Gierach, P.E. (407) 322-6841 Phone (407) 330-0639 Fax	CSI Engineering 605-C W. New York Ave. Deland, FL 32720 John M. Schultheis (386) 740-1454 Phone (386) 943-9257 - Fax

RESPONSE -13-	RESPONSE -14-	RESPONSE -15-	RESPONSE -16-
Daly Engineering Consultants, LLC 401 Flamingo Court Kissimmee, FL 34759 Selwyn P. Daly (407) 962-9411 Phone (863) 496-0946 - Fax	Donald W. McIntosh Associates, Inc. 2200 Park Ave. North Winter Park, FL 32789 Donald W. McIntosh, Jr. (407) 644-4068 Phone (407) 644-8318 Fax	Dyer, Riddle, Mills & Precourt, Inc. 941 Lake Baldwin Lane Orlando, FL 32814 Greg T. Smith, P.E. (407) 896-0594 Phone (407) 896-4836 - Fax	Ghyabi & Associates, Inc. 255 Primera Blvd., Suite 332 Lake Mary, FL 32746 Walter V. Kloss, P.E. (407) 444-0511 Phone (407) 444-9944 Fax
RESPONSE -17-	**RESPONSE -18-**	**RESPONSE -19-**	**RESPONSE -20-**
HDR Engineering, Inc. 315 East Robinson St., Suite 400 Orlando, FL 32801 Steven Keyes, P.E. (407) 420-4200 Phone (407) 420-4242 Fax	HNTB Corporation 300 Primera Blvd., Suite 200 Lake Mary, FL 32746 James P. Anglin, P.E. (407) 805-0355 Phone (407) 805-0227 Fax	Horizon Engineering Group, Inc. 2500 Maitland Center Parkway, St.300 Maitland, FL 32751 Scott P. Seck (407) 644-7755 Phone (407) 644-7855 Fax	Infrastructure Engineers, Inc. 2121 Old Hickory Tree Rd. St. Cloud, FL 34772 Frank Hickson (407) 957-1660 Phone (407) 957-8744 Fax
RESPONSE -21-	**RESPONSE -22-**	**RESPONSE -23-**	**RESPONSE -24-**
Inwood Consulting Engineers, Inc. 3000 Dovera Dr. Suite 200 Oviedo, FL 32765 Andrew D. DeWitt, P.E. (407) 971-8850 Phone (407) 971-8955 Fax	Johnson, Mirmiran & Thompson 615 Crescent Ecex. Ct., Ste. 106 Lake Mary, FL 32746 Jon D. Miller, P.E. (407) 833-9898 Phone (407) 833-9899 Fax	Kisinger Campo & Associates, Corp. 201 North Franklin Street, Suite 400 Tampa, FL 33602 Paul G. Foley, P.E. (813) 871-5331 Phone (813) 871-5135 - Fax	Lochrane Engineering, Inc. 201 South Bumby Ave. Orlando, FL 32803 Thomas G. Lochrane, P.E. (407) 896-3317 Phone (386) 896-9167 - Fax
RESPONSE -25-	**RESPONSE -26-**	**RESPONSE -27-**	**RESPONSE -28-**
MACTEC Engineering and Consulting, Inc. 4150 N. John Young Parkway Orlando, FL 32804-2620 Rene J. Schneider, P.E. (407) 522-7570 Phone (407) 522-7576 Fax	Metric Engineering, Inc. 615 Crescent Executive Court, Suite 524 Lake Mary, FL 32746 C. Brian Fuller (407) 644-1898 Phone (407) 644-1921 Fax	Miller Legg 631 S. Orlando Ave., #200 Winter Park, FL 32789 Jon D. Walls, RLA (407) 629-8880 Phone (407) 629-7883 - Fax	Moffatt & Nichol 1025 Greenwood Blvd., Suite 371 Lake Mary, FL 32746 Rhet L. Schmidt, P.E. (407) 562-2030 Phone (407) 562-2031 - Fax

RESPONSE -29-	RESPONSE -30-	RESPONSE -31-	RESPONSE -32-
Neel-Schaffer, Inc. 2301 Lucien Way, Suite 300 Maitland, FL 32751 David Wright, P.E. (407) 647-6623 Phone (407) 539-0575 Fax	Pegasus Engineering 301 W. SR 434, Suite 309 Winter Springs, FL 32708 Fursan Munjed, P.E. (407) 992-9160 Phone (407) 358-5155 - Fax	Professional Engineering Consultants, Inc. 200 E. Robinson St., Suite 1560 Orlando, FL 32801 Kenneth R. Hooper (407) 422-8062 Phone (407) 849-9041 - Fax	Protean Design Group, Inc. 100 E. Pine St., Suite 600 Orlando, FL 32801 Kimberly C. Horlander, P.E. (407) 246-0044 Phone (407) 246-0040 - Fax
RESPONSE -33-	**RESPONSE -34-**	**RESPONSE -35-**	**RESPONSE -36-**
Reynolds, Smith and Hills, Inc. 1000 Legion Place, Suite 800 Orlando, FL 32801 James R. Avitabile, P.E. (407) 893-5800 Phone (407) 648-2128 Fax	TYLin International 225 E. Robinson St., Suite 490 Orlando, FL 32801 J. Dwayne Darbonne, P.E. (407) 563-7102 Phone (407) 999-5228 Fax	Vanesse Hangen Bristlin, Inc. 225 E. Robinson St, Suite 300 Orlando, FL 32801 John R. Jennings, ASLA (407) 839-4006 Phone (407) 839-4008 Fax	Wantman Group, Inc. 213 South Dillard Street, Suite 110 Winter Garden, FL 34787 David Wantman, P.E. (407) 581-1221 Phone (407) 581-1222 Fax
RESPONSE -37-	**RESPONSE -38-**		
WBQ Design & Engineering, Inc. 201 N. Magnolia Ave., Suite 200 Orlando, FL 32801 Derek C. Burke (407) 839-4300 Phone (407) 839-1621 - Fax	Woolpert, Inc. 3504 Lake Lynda Dr., Suite 400 Orlando, FL 32817-1484 ***Non-Responsive*** Rex W. Cowden, C.P., P.S.M. (407) 381-2192 Phone (407) 384-1185 - Fax		

Tabulated by Vagillia Taylor Posted June 8, 2009 (3:00 pm)
*****Non-Responsive – Did not acknowledge Final Addendum (Addendum #4)**

Short-listing Evaluation Committee Meeting: July 14, 2009 @ 9:00 A.M. Lake Jesup Conference Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773.

Evaluation Criteria:
Approach to Project/Understanding (40 points)
Innovative/Cost Savings Ideas (15 points)
Qualifications of Proposed Personnel (20 points)
Similar Project Experience (20 points)
Location of Firm (5 points)

**Short listed Firms: 1. Inwood Consulting Engineers, Inc.; 2. AECOM Technical Services, Inc.; 3. Metric Engineering, Inc.; 4. Ghyabi & Assocaites, Inc..; 4. Balmoral Group; 6. HNTB; 7. PEC; 8. Burgess & Niple, Inc. 9. Reynolds, Smith & Hills; 10. Pegasus Engineering

**Based on further verification of mathematical scoring, the ranking and shortlisted firms has been revised.
(Updated by Vagillia F. Taylor on July 15, 2009 @ 1:24 PM)

Presentations: August 26-27, 2009 (Revised)
(Updated by Vagillia F. Taylor on July 31, 2009 @ 1:00 PM)

Schedule/Criteria:

Wednesday, August 26, 2009

AECOM	1:30	2:00 PM
Balmoral	2:10	2:40 PM
Burgess & Niple	2:50	3:20 PM
Ghyabi & Associates	3:30	4:00 PM
HNTB	4:10	4:40 PM

Thursday, August 27, 2009

Inwood	1:00	1:30 PM
Metric Engineering	1:40	2:10 PM
Pegasus Engineering	2:20	2:50 PM
PEC	3:00	3:30 PM
RSH	3:40	4:10 PM

(Updated by Vagillia F. Taylor on July 31, 2009 @ 1:00 PM)

Project Approach/Understanding	50 pts
Innovative/Cost Savings Ideas	20 pts
Project Team Qualifications and Experience	30 pts

(Updated by Vagillia F. Taylor on August 25, 2009 @ 2:10 PM)

Presentation Results: 1. Inwood Consulting Engineers, Inc. 2. HNTB 3. Pegasus Engineering 4. Reynolds, Smith & Hills 5. PEC
(Updated by Vagillia F. Taylor on August 28, 2009 @ 9:05 AM)

Board of County Commissioners Agenda Date Phase 1 Ranking and Negotiation: October 13, 2009
(Updated by Vagillia F. Taylor on August 28, 2009 @ 9:05 AM)
(Updated by Vagillia F. Taylor on September 22, 2009 @ 11:05 AM – Company name correction)

Board of County Commissioners Agenda Date Award: TBD

PRESENTATIONS/INTERVIEWS RANKINGS
PS-4388-09/VFT - Design Of Minor Projects w/ Construction Costs less than $1,000,000

	B.Blackadar	C.Wetzel	G. Johnson	J. McCollum	R. Raymundo	TOTAL POINTS	RANKING
AECOM	3	4	8	5	10	30	7
Balmoral	10	9	10	10	9	48	10
Burgess & Niple	9	8	9	8	8	42	9
Ghyabi & Associates	8	7	6	6	5	32	8
HNTB	1	5	5	3	3	17	2
Inwood	2	2	1	1	1	7	1
Metric	5	3	4	9	7	28	6
Pegasus	7	1	2	7	6	23	3
PEC	6	10	3	4	2	25	5
RSH	4	6	7	2	4	23	3

We approve the above stated ranking:

1. Inwood
2. HNTB
3. Pegasus
4. RSH
5. PEC

J. McCollum

R. Raymundo

B. Blackadar

G. Johnson

C. Wetzel

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **AECOM**

QUALIFICATION COMMITTEE MEMBER: **Rolando Raymundo**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: *(50)*

3-lane w/ bike path (2-lane E + 1-lane W) — excellent approach

Score 40
(0-50)

Innovative/Cost Savings Ideas: *(20)*

Use of LAP, clear-Grading, conv. storm access, size slope stab., clean up clear zone — very good.

Score 15
(0-20)

Project Team Qualifications and Experience: *(30)*

Pm. Stern; Jim/Sev; no question — good

Score 20
(0-30)

Ranking 10

Total Score (0-100) 75

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Balmoral**

QUALIFICATION COMMITTEE MEMBER: **Rolando Raymundo**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Alt 2 (Lt. attenuation) $1.025m; [illegible] on top pipe — Fully acceptable

Score 41
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Use of in house GIS; cost share w/ city — Fully acceptable

Score 15
(0-20)

Project Team Qualifications and Experience: ***(30)***

Pm. [illegible], Sherman-SW [illegible] — Very good

Score 20
(0-30)

Ranking 9

Total Score (0-100) 76

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Burgess & Niple**

QUALIFICATION COMMITTEE MEMBER: **Rolando Raymundo**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

3-lane @ 25th (2 lanes-E; 1-lane-W), condition similar to exist traffic

Score 42
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

apr underground conditions; trail of hazard, HSC funds

Score 15
(0-20)

Project Team Qualifications and Experience: ***(30)***

Score 20
(0-30)

Ranking 8

Total Score (0-100) 77

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Ghyabi & Associates**

QUALIFICATION COMMITTEE MEMBER: **Rolando Raymundo**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

5. (are let. Gore / Hartwell — Gang in Min out — good approach

Score 40
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Island at Gangwe, stimu. pos. — very good

Score 15
(0-20)

Project Team Qualifications and Experience: ***(30)***

ans. nutrient requests. — Very good

Score 25
(0-30)

Ranking 5

Total Score (0-100) 80 RM

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **HNTB**

QUALIFICATION COMMITTEE MEMBER: **Rolando Raymundo**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: *(50)*

3-lane w/ LT - Very good
outstanding presentation

Score 45
(0-50)

Innovative/Cost Savings Ideas: *(20)*

channel island; reduce util. - Very good

Score 18
(0-20)

Project Team Qualifications and Experience: *(30)*

Pm. Sfwa; div/sw - Very good

Score 25
(0-30)

Ranking 3

Total Score (0-100) 88

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Inwood**

QUALIFICATION COMMITTEE MEMBER: **Rolando Raymundo**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

No deficiency, high crash – clear approach, raised islan. (B/C ratio), drain. imp. S/W app.; closed ditch; S/S/W easement; At 3-8.1.3m. Drain. took care @ RS; Funds
Blame less benefit

Score ~~45~~ 47
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

raised Island; recycled; using DOT funds

Score 18
(0-20)

Project Team Qualifications and Experience: ***(30)***

Coca/Pm; #2 pollutant load answer

Score 30
(0-30)

Ranking 1

Total Score (0-100) ~~93~~ 95

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Metric Engineering**

QUALIFICATION COMMITTEE MEMBER: **Rolando Raymundo**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

crash history, island @ Georgia; drain overspread; util. poles; Type F curb
4 lane w/ LTC Hartwell; 3-lane/LOS E; QA/QC certification
prev. const. review — good approach

Score 40
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

traffic coordination; stimulus proj.; MOT, mono S/W, proj. website
— very good

Score 18
(0-20)

Project Team Qualifications and Experience: ***(30)***

2. prev. County contract; Jim M./Dain.; allotting in house; PM Brian F.
website/mgmt plan (TMDL answer) very good

Score 20
(0-30)

Ranking 7

Total Score (0-100) 78

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Pegasus Engineering**

QUALIFICATION COMMITTEE MEMBER: **Rolando Raymundo**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

[illegible] (constr. review). 4 Lane w/ LT. islands @ Georgia spread fund; north widening (3' extra ROW), Georgia rt in/out. – good approach

Score 44
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

FOOT. Stim. : rec of poles on one side, MOT/Black pacer right entry, pipe lining, : good

Score 15
(0-20)

Project Team Qualifications and Experience: ***(30)***

Specialized Traff/Roadway, no org chart, PM. Fursan, SW. Joe. Balmoral good staff

Score 20
(0-30)

Ranking 6 ***Total Score (0-100)*** 79

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **PEC**

QUALIFICATION COMMITTEE MEMBER: **Rolando Raymundo**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appr~~a~~och/Understanding: *(50)*

QC - Sr. level review; exist. cond. & def.; DOT S/W study; [illegible] for gas sta, re routing of [illegible] S/W relocation parts, Aft 2 secs; 4 lane w/ LT. – very good approach

Score 45
(0-50)

Innovative/Cost Savings Ideas: *(20)*

red. S/W, full depth reclaim · good

Score 18
(0-20)

Project Team Qualifications and Experience: *(30)*

Pr. minimum; responsiveness; red. pull. loading – BMP, excellent

Score 30
(0-30)

Ranking 2

Total Score (0-100) 93

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **RSH**

QUALIFICATION COMMITTEE MEMBER: **Rolando Raymundo**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: *(50)*

understand. Contaminant traffic - capacity not issue, safety issue, accident analysis > speed [illegible] 35 mph; 4-lane of [illegible] @ Hartwell; Hartwell [illegible] Public Inv. - outreach; QA/QC - Very Good approach

Score 42
(0-50)

Innovative/Cost Savings Ideas: *(20)*

Island [illegible] / no middle island for less ROW; not selling gas; add turn lanes @ Hartwell; reroute park entrance; [illegible] very good

Score 18
(0-20)

Project Team Qualifications and Experience: *(30)*

Jeff SW; John PM; — ~~[illegible]~~ wet pond would do it, pollutant load very small steps

Score 25
(0-30)

Ranking 4

Total Score (0-100) 85

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **AECOM**

QUALIFICATION COMMITTEE MEMBER: **Jerry McCollum**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)*** Very Detailed and Complete

1 Safety
2
Why 3 Cost effective . Safety - 3 Int./No Th
"Peaky" traffic / Sidewalks / Bus Stops , ARRP funding . Use
3 Lane Typical , Also LoT trap now . Georgia Ave - Cul-de-sac
No Island @ Georgia - Trucks . Pipe ditch . ROW donations 84
1.2

Score 40.5
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Various ideas - Sidewalk , ARRP funding
Right of dedications 78

Good (+3)

Score 15.6
(0-20)

Project Team Qualifications and Experience: ***(30)***

78

Schedule management , Q/A process / Good staff

Q1 Capacity on 3L Typ. for future . No future volumes
Q2 3 Lane did in past
Q3 - Mid-block Ped. records

Score 23.4
(0-30)

Ranking 5

Total Score (0-100) 79.5

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Balmoral**

QUALIFICATION COMMITTEE MEMBER: **Jerry McCollum**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

School issues Ped. / Bikes. Design traffic 2015.
High crash location, Recom. LT @ Hartwell only
Need ROW @ Gas Station: Raised island at Georgia 78
Good (+3) Some detail - other general

Score 39.0
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Gravity wall @ detail 78
Several other concepts

Score 15.6
(0-20)

Project Team Qualifications and Experience: ***(30)***

Strong on drainage. Very exp. team. Several 78
minor proj. for Co.. Q/A

Score 23.4
(0-30)

Ranking 10

Total Score (0-100) 78.0

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Burgess & Niple**

QUALIFICATION COMMITTEE MEMBER: **Jerry McCollum**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Detailed
School Impacts. Safety - Veh. / Ped. - Improve Service. Cost effective. Rd pavement design
* Public Involvement. Drop off hazard,
Covered all design elements. Utilities
Engage all stakeholders

80

Score 40.0
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

78

Minimize ROW impacts & Off System Rd. funding. Typical B major Savings

Good (+3)

Score 15.6
(0-20)

Project Team Qualifications and Experience: ***(30)***

77

SR 46 Sidewalk / Bridge Insp. Good staff
Core values

Typical

Score 23.1
(0-30)

Ranking 8

Total Score (0-100) 78.7

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Ghyabi & Associates**

QUALIFICATION COMMITTEE MEMBER: **Jerry McCollum**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Very Good

Several typicals. Convert 2 signals into 1. Detailed on drainage. Very good concept of imp. at only 1 intersection. Detail on safety 80

Score 40.0
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Several ideas. South side widening 79

Score 15.8
(0-20)

Project Team Qualifications and Experience: ***(30)***

Experienced staff. Numerous cont. Services contracts 78

Good (+3)

Score 23.4
(0-30)

Hartwell Tilane length 10' Lane

Ranking 6

Total Score (0-100) 79.2

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **HNTB**

QUALIFICATION COMMITTEE MEMBER: **Jerry McCollum**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Use 3 lane section. Excellent graphic on traffic flow. Drainage very good, Covered all issues in detail. Public involvement. Very detailed on improvement elements 82

Score 41.0
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Good. Several ideas 78

Score 15.6
(0-20)

Project Team Qualifications and Experience: ***(30)***

Very good exp. staff. Numerous projects with Caltrans contracts. All staff on major components HNTB staff 78

Score 23.4
(0-30)

Ranking 3

Total Score (0-100) 80.0

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Inwood**

QUALIFICATION COMMITTEE MEMBER: **Jerry McCollum**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: *(50)*

Very detailed on all issues

Covered existing in detail. Ridgewood / Hartwell OK traffic flow. Accidents is problem. 80% at Georgia / Hartwell. Need reconst. roadway. Poles issues. Drainage - Maintenance issues. Bike/Ped issues. Coordinate signals / Aerial Fiber also. Did cost benefit for each improv. Use recycled asphalt. Public Invol.

83

No water quality issues

Geotech Issues

Score 41.5 **(0-50)**

Innovative/Cost Savings Ideas: *(20)*

Several design and const. savings (11 concepts)

79

Score 15.8 **(0-20)**

Project Team Qualifications and Experience: *(30)*

Very exp. Have done numerous projects for County. Various contino service contracts

79

Score 23.7 **(0-30)**

Drainage issues
Raised median @ Georgia
ROW where

Ranking 1

Total Score (0-100) 81.0

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Metric Engineering**

QUALIFICATION COMMITTEE MEMBER: **Jerry McCollum**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Intersections issues. 3 have reduces LOS C&D E
Review T.O. improvements Drainage
Transit. Sidewalks. Public Involvement 78
Good overall review of key issues

Score 39.0
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Good - Several areas
77

Score 15.4
(0-20)

Project Team Qualifications and Experience: ***(30)***

Good experienced team and also 79
have done numerous similar projects
for CU.

Score 23.7
(0-30)

Ranking 9

Total Score (0-100) 78.1

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Pegasus Engineering**

QUALIFICATION COMMITTEE MEMBER: **Jerry McCollum**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Traffic ops. Addressed by Ridgewood / Hartwell Center widening. 5' wide each side (Get sidewalk easement). Same Row on south 79
Black base Good overall presentation
Public Involv. Very good on solution

Score 39.5
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Several ideas for savings. 78

Score 15.6
(0-20)

Project Team Qualifications and Experience: ***(30)*** (30 projects)

Worked for Sam. Co. and also other Cont. contracts. Good exp. staff 79
QA / QC

Score 23.7
(0-30)

Row issues @ sidewalk

Ranking 7

Total Score (0-100) 78.8

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **PEC**

QUALIFICATION COMMITTEE MEMBER: **Jerry McCollum**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Sidewalks. Drainage - No Major issues (Issue at Gas Station) Water Quality. Utilities (Southside - Poles). Poor Pavement Base Contamination (Wellpts). Covered all issues in detail 80

Score 40.0
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Full depth reclamation. Several other ideas 78

Score 15.6
(0-20)

Project Team Qualifications and Experience: ***(30)***

Numerous highway / stormwater cont. contracts. Very exp-staff. QA/QC. Many projects for County. LEEDS Cert. 80

Score 24.0
(0-30)

SR46 Reroute Tracks

Ranking 4

Total Score (0-100) 79.6

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **RSH**

QUALIFICATION COMMITTEE MEMBER: **Jerry McCollum**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: *(50)* Very complete and detailed

Public Invol. Very detailed on all issues. Capacity not issue. Time of accident. Sight dist. Changes (good). No imp. @ Ridgewood. Speed to 35 mph. Island only @ Georgia Ave. Contamination issues. Very good drainage 82

Score 41.0 *(0-50)*

Innovative/Cost Savings Ideas: *(20)*

Numerous and very detailed. 79

Score 15.8 *(0-20)*

Project Team Qualifications and Experience: *(30)*

Various Cont. Service Contracts. Have done projects for County 79

Score 23.7 *(0-30)*

Ranking 2 *Total Score (0-100)* 80.5

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **AECOM**

QUALIFICATION COMMITTEE MEMBER: **Gary Johnson**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Why? - Ops/value CR 46A - traffic ops/"turbulent flow", schools = safety approach
Selected for LYNX/ARRA shelter project coordination, cafeteria plan, SC ARRA project integration
"left turn trap" @ Ridgewood 3-Lane section works

Score 40
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Fix w/resurfacing (LAP project) — Add sidewalk/inlet relocations
Georgia Ave - cul-de-sac option — Pipe ditch @ park - eliminates gravity wall
Truck movements around convenience store — Trees for R/W donations

Score 18
(0-20)

Project Team Qualifications and Experience: ***(30)***

"Skilled and aggressive"
Taylor plans to construction methodology - who builds

Score 25
(0-30)

Ranking 8 ***Total Score (0-100)*** 83

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Balmoral**

QUALIFICATION COMMITTEE MEMBER: **Gary Johnson**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Heavy school bus, bike/ped traffic Mill & resurface + Georgia + Hartwell turn lanes (rt in/rt out)
Traffic Ops - Low growth in volumes Sanford - truck bypass route
- Crash history significant Drainage - Lake Monroe Utility coord.

Score 40
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Design - supplement S/W survey, in-house GIS, gravity walls/minimize R/W impacts
Const - Cost control: share w/Sanford on ditch pipe, include S/W project
- reduce design speed, use 2 signal poles @ Hartwell QA/QC

Score 18
(0-20)

Project Team Qualifications and Experience: ***(30)***

5 P.E.'s, 14 support engineers
SC experience

Score 15
(0-30)

Ranking 10 ***Total Score (0-100)*** 73

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Burgess & Niple**

QUALIFICATION COMMITTEE MEMBER: **Gary Johnson**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

"Safety First" - improve
Two schools, residential land uses
Improve service
No permit req'd from WMD
Core values relate to SC

Preserve asset
Cost-effective design
Thorough analysis of roadway/milling options
3 ~~Two~~ alts: 3 lane, 5 lane, 3 thru + turn lane ~~[illegible]~~ → recommended

Traffic - directional flows
- heavier eastbound

Score 38
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

"Road diet" - 3 lane option (Edgewater)
CTST involvement
FDOT HSP funding

12 month schedule

Score 20
(0-20)

Project Team Qualifications and Experience: ***(30)***

SR46 - Gateway S/W
PBSJ subcontract (bridge insp)

Score 20
(0-30)

Ranking 9

Total Score (0-100) 78

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Ghyabi & Associates**

QUALIFICATION COMMITTEE MEMBER: **Gary Johnson**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Comprehensive approach – standard process applied
Traffic – detailed safety analysis
3 lane section not feasible due to volumes
Pipe ditch, @ park, pond modification
WMD exempt

Recommend – turn lanes @ intersections
– Georgport in/out
Not Ridgewood, Hartwell ges
+ Southerly widening
No bike lanes

Score 45
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Prefab separator
Combine S/W w/ Safety
10' lanes, 40 MPH spd

Educational pgm w/ schools
ARRA for surface
Parcel sketches V. ROW Maps

Score 15
(0-20)

Project Team Qualifications and Experience: ***(30)***

FDOT D5 – 5 contracts
Cities Counties (Volusia)
↳ Lake Mary

Extensive list of expertise
Many county, state projects similar to CR46

Score 26
(0-30)

Ranking 6 ***Total Score (0-100)*** 86

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **HNTB**

QUALIFICATION COMMITTEE MEMBER: **Gary Johnson**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

3 Lane Typical, rt. turn @ Ridgewood
Operational analysis - Synchro
Dynamic (video) model presentation
Compared multiple growth rates to project life

Drainage - curb issues
- pipe ditch
- outfall improvements
WMD - exempt
Public Involvement covered well.

Score 40
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

3 lane "Road diet" w/ bike lanes
Channelize Georgia/Lake islands
Consolidate bus stops

Stabilize steep ditch slopes w/ geotextile
Incorporate mill & resurface
Reduce amt. of S/W

Score 17
(0-20)

Project Team Qualifications and Experience: ***(30)***

All staff HNTB employees in Lake Mary
Many county, city, DOT projects

Score 30
(0-30)

Ranking 5 ***Total Score (0-100)*** 87

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Inwood**

QUALIFICATION COMMITTEE MEMBER: **Gary Johnson**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

2 Phases – Prelim + Final Roadway def. - M+R won't work Improvements - coordinate signals
Good assessment of exist. conditions, incl. utilities Pvt. rehab - negotiate 40 MPH spd. limit
No capacity issues, safety deficiencies (crashes) Very good analysis - calculated B/C ratio
Detailed s/w recommendations Rec. Alt. = $1.3M

Score 50
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Extensive list Recognized maintenance cost savings
Potential alt. funding
Partner w/City of Sanford

Score 20
(0-20)

Project Team Qualifications and Experience: ***(30)***

Multiple city, county, FDOT contracts
Extensive project list

Score 30
(0-30)

Ranking 1 ***Total Score (0-100)*** 100

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Metric Engineering**

QUALIFICATION COMMITTEE MEMBER: **Gary Johnson**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Crash history analysis good, incl. wet pvt, night
Evaluated 5 lane, 3 lane sections — Drainage – spread calculations, inlet tops
Add coordination fiber to signals — Public involvement w/ schools
Not recommending 3 lane section due to LOS drop, C → E — QA/QC – ingrained in process. – good process

Score 45
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Monolithic s/w curb — Cost effective Roadway solutions
Stim $'s — Website
s/w on north side to bus stop

Score 18
(0-20)

Project Team Qualifications and Experience: ***(30)***

2 previous cont. services contracts w/ SC
> 12 cont. serv. cont's — Avg: 20+ years experience
("no learning curve)

Score 25
(0-30)

Ranking 4 ***Total Score (0-100)*** 88

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Pegasus Engineering**

QUALIFICATION COMMITTEE MEMBER: **Gary Johnson**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Modeled exist. conditions for baseline — Widen both sides keep 10' lanes, use S/W easements
Good delay/speed analysis — Total cost < $1M, does both intersections
Recommend turn lanes @ Ridgewood & Hartwell — Recognized pavement condition
3 Lane not recommended - volumes — Consolidate 4NX stops

Score 48
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Black base to help MOT — Pipelining
Access mgt. — Use exist. mast arms
Sidewalk easements vs. ROE

Score 20
(0-20)

Project Team Qualifications and Experience: ***(30)***

FDOT Prequalified — Multiple county cont. contracts, cities also
6 PE's — Extensive project list (30)
Emphasis on roadway traffic eng. — QA/QC process

Score 25
(0-30)

Ranking 2 ***Total Score (0-100)*** 93

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **PEC**

QUALIFICATION COMMITTEE MEMBER: **Gary Johnson**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

2 Phase Approach - Prelim/Final — Don't pipe ditch - WMD permit issue
S/W work by District Team (5) — Gas station plume noted
High crash rate @ 3 intersections — Truck route issue
Pavement condition poor — 3 Lane section interim fix

Score 45
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

S/W variances — Avoid WMD permitting
City cost share
Full depth reclamation - coordinate w/ other project

Score 15
(0-20)

Project Team Qualifications and Experience: ***(30)***

Successful funding acquisition for cities — QA/QC plan - constructability
Largest central FL drainage group — Responsiveness!
Extensive city/county contracts, long-term + local projects in SC

Score 30
(0-30)

Ranking 3 ***Total Score (0-100)*** 90

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **RSH**

QUALIFICATION COMMITTEE MEMBER: **Gary Johnson**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Sample project: Capacity not an issue - good analysis of school traffic
Recommend speed study, add'l inlets to deal with spread, rt in/out @ park (new access?)
Good analysis of gas station pollution issue. New left turns only @ Hartwell
Stormwater analysis includes potential acquisition for pond (property for sale)
Pollutant reduction calc. may be req'd by WMD, but permit exemption likely
Good public involvement plan.

Score 40
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Speed study/lower limit — Upgrade mast arms — Contamination issue
Improve park access — 9 Inlets
Turn lanes — "park chop" @ Georgia School/Sanford/Wood.

Score 20
(0-20)

Project Team Qualifications and Experience: ***(30)***

Multiple contracts - cities, counties, others
GEC work by John H.

Score 25
(0-30)

Ranking 7 ***Total Score (0-100)*** 85

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **AECOM**

QUALIFICATION COMMITTEE MEMBER: **Charlie Wetzel**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

now (didn't look at future)

crash problem, peds, no turn lanes, schools "cafeteria plan"
go to 3-lane section "works" operationally, safer found left turn trap
auto-turn for convenience store shows 2 driveways needed

nice graphics, boards, handouts

Score 40
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

ARRA project (LAP) - can fix many issues - poor pavement
cul-de-sac Georgia, pipe ditch in front of park (save $46k)

Score 17
(0-20)

Project Team Qualifications and Experience: ***(30)***

"people we know and trust"
didn't detail subs or bring any to presentation
didn't mention detailed project experience

Score 16
(0-30)

Ranking 4

Total Score (0-100) 73

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Balmoral**

QUALIFICATION COMMITTEE MEMBER: **Charlie Wetzel**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

assumed no stimulus project, traffic analysis (looked @ 2015 data)
looked at 5 alternatives, 3 lane fails in 2018, raised island @ Georgia
recommend 4 lane section w/ turn lanes @ Hartwell only

$1.5M full project ($.5M for M&S)

Score 30
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

utilize survey already provided, use GIS for R/W impacts, gravity walls to reduce R/W, cost share w/ Sanford, reduce speed, double mast arms @ signal(s)

Score 15
(0-20)

Project Team Qualifications and Experience: ***(30)***

staff of 14, 5 P.E.'s, GMB - traffic sub
lots of time devoted to team / past experience

Score 20
(0-30)

Ranking 9

Total Score (0-100) 65

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Burgess & Niple**

QUALIFICATION COMMITTEE MEMBER: **Charlie Wetzel**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

"Safety first approach", pavement issues, GPR sounding on pavement, 2015 traffic analysis year, developed 3 alternatives (1) 3-lane section (2) 2 thru EB (3) 5-lanes, improve radii 12 mo. schedule
select (2)
stakeholder involvement
Kinda confusing in graphics (1) vs. (2) **Score** 32 ***(0-50)***

Innovative/Cost Savings Ideas: ***(20)***

minimize utility / R/W impacts, GPR, partner w/ CTST, HSP funding possibilities,

Score 18 ***(0-20)***

Project Team Qualifications and Experience: ***(30)***

GMB - traffic sub, SR 46 experience, bridge inspections
alignment of core values

Score 17 ***(0-30)***

Ranking 8 ***Total Score (0-100)*** 67

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Ghyabi & Associates**

QUALIFICATION COMMITTEE MEMBER: **Charlie Wetzel**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

not feasible

crash analysis, 3 alternatives (1) 3-lane section (2) 5-lane section
(3) georgia rt in/out (2) chosen - left turns @ signals $1.2M
(2) w/out Ridgewood - down to $670K

good graphics

Score 40
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

land donated by City, raised separator/delineators @ Georgia
combine w/ SW project, 40 mph design speed, 10' lanes
stimulus project for final resurface, educational program w/ schools

Score 16
(0-20)

Project Team Qualifications and Experience: ***(30)***

lots experience continuing FDOT, Lake Mary, Clay Co.
2 surveyors
signals in-house - mast arm stds, retiming, signal system

presentation by E.I. - very good

Score 12
(0-30)

Ranking 7

Total Score (0-100) 68

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **HNTB**

QUALIFICATION COMMITTEE MEMBER: **Charlie Wetzel**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

3-lane section w/ turn lanes @ signals, rt turn @ ridgewood, live synchro analysis
3-lane section can last until 2034 (at least 15 years), reconstruct curb,
relocate utility poles,
"magic box", CCs

Score 37
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

concrete island @ georgia for rt in/out, video inspection,
pipe ditch @ park, consolidate bus stops -, reduces sidewalk
stabilize slopes w/ geotextiles, incorporate into stimulus project

Score 18
(0-20)

Project Team Qualifications and Experience: ***(30)***

PM - 12 years exp., numerous seminole county projects,

Score 15
(0-30)

Ranking 5

Total Score (0-100) 70

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Inwood**

QUALIFICATION COMMITTEE MEMBER: **Charlie Wetzel**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

detailed existing conditions, crashes, LOS, coordinate signals, reduce speed to 40, aerial fiber, 3 alternatives (1) georgia rt in/out (2) plus separation (3) plus turn lanes @ hartwell add SWs - recommend (3) $1.1M, think it can come in under $1M public involvement, 4 mo. design schedule considered 3 lane -

Score 40 ***(0-50)***

Innovative/Cost Savings Ideas: ***(20)***

use Co. contract for pavement rehab (recycled asphalt) vs. typical M & S, video pipe inspection pipe ditch in front of park, obtain SW easement for future alternative bids, FDOT funding, stimulus project

Score 17 ***(0-20)***

Project Team Qualifications and Experience: ***(30)***

PM - previous Co. employee, 22 years exp., had this contract for 12 years continuity in many surrounding areas

Score 22 ***(0-30)***

Ranking 2 ***Total Score (0-100)*** 79

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Metric Engineering**

QUALIFICATION COMMITTEE MEMBER: **Charlie Wetzel**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

crash analysis, replace hartwell signal, georgia rt in/out, add coordination, drainage review, relocate poles, replace curb/gutter, add LT lanes @ Hartwell, did review 3-lane section (not recommended)
close to BIM cost estimate
coord

Score 39
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

project status web site, aware of stimulus project
monolithic SW curb, use stimulus project, add SW

Score 17
(0-20)

Project Team Qualifications and Experience: ***(30)***

Brian Fuller PM 20 yrs. exp. had previous Co. continuing contracts
QA/QC discussion - depth of staff
con - drainage sub

Score 22
(0-30)

Ranking 3

Total Score (0-100) 78

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Pegasus Engineering**

QUALIFICATION COMMITTEE MEMBER: **Charlie Wetzel**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

existing analysis, synchro analysis, propose turn lanes @ both signals & close Georgia to rt in/out, public involvement, cost under $1M, considered 3-lane briefly, wouldn't work,

Score 39
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

video pipe network, sidewalk easements, re-use mast arms combine separate power lines on each side to 1, utilize stimulus project sidewalk easements / right of entry agreements center widening, pipe lining,

Score 18
(0-20)

Project Team Qualifications and Experience: ***(30)***

"Newer firm, but well-known staff", FDOT qualified areas, 2 previous contracts, many other continuing contracts many design/sw projects in County TBG-drainage

Score 23
(0-30)

Ranking 1

Total Score (0-100) 80

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **PEC**

QUALIFICATION COMMITTEE MEMBER: **Charlie Wetzel**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

misunderstanding on "sidewalk only" project, spot flooding near gas station, pavement base failures, potential for increased trucks stated by City
alternatives: (1) SW only (2) left turn lanes (3) 3-lane section
no real cost review
Sat at table in discussion – no powerpoint, small visuals
rushed, subs didn't talk

Score 30
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Variances to SW widths, cost-sharing w/ City, full depth reclamation approx. 50% reduction, avoid permitting

Score 13
(0-20)

Project Team Qualifications and Experience: ***(30)***

GMB - traffic sub
had Co. contract since 2000, many county projects
QA/QC process

Score 21
(0-30)

Ranking 10 ***Total Score (0-100)*** 64

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **RSH**

QUALIFICATION COMMITTEE MEMBER: **Charlie Wetzel**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

crash analysis, recommend speed study/drop to 35, add SWLs, relocate poles, nothing @ Ridgewood, widen on Hartwell, lt turn lanes @ Hartwell, rt in/out @ Park, georgia rt in/out, contamination issues
public involvement

7 mo.s for plans $544k

Score 35
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

ARRA project, lowering speed to 35 mph, turn lanes in 3 directions @ Hartwell, improve park access, traffic separator @ Georgia, school/sanford coordination

Score 15
(0-20)

Project Team Qualifications and Experience: ***(30)***

County work (LMB channel), other continuing contracts
availability
GMB - sub

Score 19
(0-30)

Ranking 6

Total Score (0-100) 69

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **AECOM**

QUALIFICATION COMMITTEE MEMBER: **Brett Blackadar**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Well-organized presentation. Good reference to stimulus project. Incorrect 17-92 lane coming on board. Very good safety + traffic operations comments. Very good innovative ideas. Very good contamination. Limited drainage discussion. Presented only one alternative.

Score 47
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Do bus shelters w/stimulus funds. Increase radii using bike lanes. Good left turn trap discussion. 3-lane roadway. Cul-de-sac. Georgia/Ave. Conv. store autoturn analysis. Can't put solid directional island. Endorse ditch to put sidewalk close to road. -save ~46K.

Score 18
(0-20)

Project Team Qualifications and Experience: ***(30)***

Team is very qualified + experienced. They are doing a good job w/other County project.

Score 27
(0-30)

Ranking 3

Total Score (0-100) 92

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Balmoral**

QUALIFICATION COMMITTEE MEMBER: **Brett Blackadar**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Very good traffic growth analysis. Very good safety analysis. Looked @ several alternatives. Presentation not as polished as other firms. Need ROW @ gas station. Sanford wants this to be a truck bypass route. Good drainage discussion. Said gas station is closed?

Score 41
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Revised island @ Georgia. Improve curve radius on Hartwell Ave. Supplement survey. Use GIS. Use gravity wall to minimize ROW costs. Put turn lanes only @ Hartwell Ave. Not as many ideas as other firms.

Score 15
(0-20)

Project Team Qualifications and Experience: ***(30)***

PM has a lot of experience with County w/former firm. Team is experienced. Other members of firm have not worked with us

Score 26
(0-30)

Ranking 10

Total Score (0-100) 82

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Burgess & Niple**

QUALIFICATION COMMITTEE MEMBER: **Brett Blackadar**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Very well prepared presentation. Very good safety analysis. Very good pavement analysis. Very good traffic analysis + projection. Very good cross sections. Showed Edgewater Dr. project. Looked @ several alternatives. Excellent presentation graphics. Good drainage discussion. Seek CGST input. Very good cost analysis. Good answers to questions.

Score 44 ***(0-50)***

Innovative/Cost Savings Ideas: ***(20)***

3-lane section. Improve radii. Prepared detailed evaluation matrix. Wider sidewalks vs bike lane. Reduce design schedule. Very good cub ramp relocation suggestion. Get federal funding thru Tony Wosse.

Score 17 ***(0-20)***

Project Team Qualifications and Experience: ***(30)***

Project team has done very well on other County projects. Very response PM. Experience of drainage staff is an unknown - they are not local. Using LPA as sub which has caused issues in the past

Score 25 ***(0-30)***

Ranking 9

Total Score (0-100) 86

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Ghyabi & Associates**

QUALIFICATION COMMITTEE MEMBER: **Brett Blackadar**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Boards are on the small side. Did Synchro analysis. Well laid-out presentation. Good traffic discussion. No, raw cost analysis? Very good drainage analysis - Several innovative ideas listed. Good answers to questions.

Score 43
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Performed cost benefit analysis. Turn lanes only @ Hartnell Ave. Put islan on @ Georgia Ave. Combine sidewalk project. Parcel sketches vs. ROW maps. Use City ROW. Educational programs w/ schools.

Score 18
(0-20)

Project Team Qualifications and Experience: ***(30)***

PM + team is qualified. How drainage as a sub will function is an unknown. Lots of Const. Service contract experience. Drainage as a sub has caused us issues in the past - they did answer my question well about this issue, however.

Score 26
(0-30)

Ranking 8

Total Score (0-100) 87

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **HNTB**

QUALIFICATION COMMITTEE MEMBER: **Brett Blackadar**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Excellent presentation setup + organization. Great synchro analysis. Very good simulation shown. Excellent traffic analysis & traffic projection. Very good cross sections. Very good drainage analysis - great job looking @ maintenance issues. Several innovative ideas listed. Did not analyze other alternatives - or at least did not present.

Score 48 ***(0-50)***

Innovative/Cost Savings Ideas: ***(20)***

EB right turn lane @ Ridgewood Ave. Used simulation. Reconstruct type F curb. Increase radius @ Georgia. Add concrete island to restrict access @ Georgia Ave. Video pipe inspection - close lanes to repair. Relocate LYNX bus stops to reduce needed sidewalks. Use geotextile slope protection. Stimulus project could do this.

Score 19 ***(0-20)***

Project Team Qualifications and Experience: ***(30)***

Very good drainage staff. Experienced team. Very good traffic staff. PM has come highly recommended by other County staff. Firm had schedule issues in the past - knowing the staff that had problems no longer works for the firm.

Score 27 ***(0-30)***

Ranking 1

Total Score (0-100) 94

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Inwood**

QUALIFICATION COMMITTEE MEMBER: **Brett Blackadar**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Excellent presentation + graphics. Very good RAW analysis. Very good crash analysis. Very good analysis of existing deficiencies. Very good B/C analysis. Excellent analysis of all options/alternatives. Good contamination issue. Discussed w/ SJRWMD. Did a lot of public involvement.

Score 48
(0-50)

Innovative/Cost Savings Ideas: ***(20)*** → Tony Nosse - CTSP funding

Potential safety funding. Use asphalt recycling. Get sidewalk easement. Provide shopping list - very detailed. Put radii on and more inlets. Developed utility contact matrix. Enclose detail. Several ideas listed.

Score 18
(0-20)

Project Team Qualifications and Experience: ***(30)***

Very qualified team. Has lots of good Seminole County experience. They have had some quality issues on recent project. PM is very qualified + knows County well.

Score 27
(0-30)

Ranking 2

Total Score (0-100) 93

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Metric Engineering**

QUALIFICATION COMMITTEE MEMBER: **Brett Blackadar**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Very good crash analysis. Very good traffic operations analysis. Very good drainage + roadway design discussion. Good stimulus project discussion. Very good alternative analysis + ped/bike alternatives. Very detailed cost estimate

Score 44
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Replace 4 bolt Hartwell signal. Add coordination. Access mgmt impr. @ Georgia Ave. Close detch to eliminate handrail/gravity wall. Monolithic sidewalk curb. Utilize stimulus funds for asphalt work. Connect to bus on north side. Project specific web sites.

Score 18
(0-20)

Project Team Qualifications and Experience: ***(30)***

Have a lot of Seminole County experience. They have had some responsiveness in recent projects. Firm is very diverse + has a lot of varied expertise. Drainage is a sub - this has been an issue with other firms in the past

Score 28
(0-30)

Ranking 5

Total Score (0-100) 90

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **Pegasus Engineering**

QUALIFICATION COMMITTEE MEMBER: **Brett Blackadar**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Fairly simple powerpoint/not a lot of graphics. Good, but fairly basic, traffic analysis. Good drainage overview. Good cost analysis. Good answers to questions. Very good utility discussion.

Score 46
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Prepare sidewalk easements. Put poles only on north side for utilities. RF/RO for Georgia Utilize transition for deceleration Pipe lining. Limited discussion of innovative ideas - went thru this slide very fast.

Score 15
(0-20)

Project Team Qualifications and Experience: ***(30)***

Team has done a lot of work w/ Seminole County with previous firm. Drainage as a sub has been an issue with other firms in the past. - however, they answered the questions very well.

Score 27
(0-30)

Ranking 7

Total Score (0-100) 88

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **PEC**

QUALIFICATION COMMITTEE MEMBER: **Brett Blackadar**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Did face to face style which is good. Typo in handout was missed. Very good overview of existing conditions + utilities. Referred to FDOT sidewalk study. Good catch on contamination. Good discussion of Santa Fe Trunk route. Very good review of alternatives + review of ROW impacts. No cost estimates - did give rough cost estimate during Q+A.

Score 44
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Piping ditch would trigger SIRWMD permit. Area mgmt improvements @ Georgia. Reduce sidewalk width. Stimulus funds - use full depth asphalt recycling. Avoid SIRWMD permit. Others listed. ROW on North side only

Score 18
(0-20)

Project Team Qualifications and Experience: ***(30)***

Lots of similar project experience + lots of past County experience. Drainage staff is very qualified. They are doing a very good job on current CR 419 project.

Score 27
(0-30)

Ranking 6

Total Score (0-100) 89

PS-4388-09/VFT – Design of Minor Projects w/ Construction Costs less than $1,000,000

SUBMITTAL COMPANY NAME: **RSH**

QUALIFICATION COMMITTEE MEMBER: **Brett Blackadar**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Appraoch/Understanding: ***(50)***

Very good data collection. Very good crash analysis. Good LYNX comments. Very detailed readings + flow analysis. Excellent contam. analysis. Very good utility overview. Very good spread + drainage analysis. Very good permitting analysis. Good cost estimates. Very good job of covering all issues.

Score 46
(0-50)

Innovative/Cost Savings Ideas: ***(20)***

Do speed study - drop to 35 mph. Sight distance concerns. 35 mph speed reduction - only need one parcel - which is for sale. Access mgmt. improvements @ Georgia + Yardley. Could put pond on house for sale. Add NB thru/right lane on Hartwell Ave. Several other ideas listed.

Score 19
(0-20)

Project Team Qualifications and Experience: ***(30)***

PM has lots of Seminole County experience. Have worked on underpass + airport Ext projects. Have in-house contam. staff. Experienced drainage staff.

Score 26
(0-30)

Ranking 4

Total Score (0-100) 91

EVALUATION RANKINGS

PS-4388-09/VFT - Design of Minor Projects w/ Construction Costs Less Than $1,000,000

DATE 7/14/2009 TIME 9:00 AM EST

	Jerry McCollum	Gary Johnson	Brett Blackadar	Rolando Raymundo	Charlie Wetzel	Total	Ranking
AECOM Technical Services	6	6	11	16	1	40	2
Altran Solutions Corp.	36	37	36	36	36	181	36
AVCON, Inc.	19	8	29	3	26	85	18
The Balmoral Group	5	21	7	7	8	48	4
Bowyer-Singleton & Associates	28	25	30	24	5	112	27
Brindley Pieters & Associates, Inc.	8	24	24	2	6	64	13
Burgess & Niple, Inc.	15	22	3	1	12	53	8
Collins Engineers, Inc.	29	14	18	15	25	101	24
Comprehensive Engineering Services, Inc.	21	9	5	28	19	82	16
Consul-Tech Enterprises, Inc.	26	32	34	10	26	128	29
CPH Engineers, Inc.	12	10	16	30	24	92	21
CSI Engineering	31	34	33	34	32	164	34
Daly Engineering Consultants, Inc.	37	36	37	36	37	183	37
Donald W. McIntosh Associates, Inc.	24	31	31	16	28	130	30
DRMP	4	3	28	16	8	59	11
Ghyabi & Associates, Inc.	3	13	13	3	16	48	4
HDR Engineering	20	2	21	25	22	90	19
HNTB	16	15	4	8	6	49	6
Horizon Engineering Group, Inc.	18	20	9	31	15	93	23
Infrastructure Engineers	30	30	22	32	31	145	31
Inwood Consulting Engineers	1	1	8	16	3	29	1
Johnson, Mirmiram & Thompson	2	19	2	27	12	62	12
Kisinger Campo & Associates	34	29	27	33	29	152	32
Lochrane Engineering	23	18	23	3	17	84	17
MACTEC	35	35	35	35	35	175	35
Metric Engineering	9	4	10	21	3	47	3
Miller Legg	25	5	26	8	11	75	15
Moffatt & Nichol	13	27	15	16	19	90	19
Neel-Schaffer, Inc.	27	16	20	13	30	106	25
Pegasus Engineering	7	7	19	21	1	55	10
Professional Engineering Consultants	11	11	14	3	12	51	7
Protean Design Group	22	26	25	12	22	107	26
RSH	10	12	1	21	10	54	9
T.Y. Lin International	33	33	32	29	34	161	33
VHB	17	17	6	10	19	69	14
Wantman Group, Inc.	32	28	17	13	33	123	28
WBQ Design & Engineering, Inc.	14	23	12	26	17	92	21

The Evaluation Committee agrees to shortlist the following Firms:

1. Inwood Consulting Engineers
2. AECOM
3. Metric Engineering
4. The Balmoral Group
4. Ghyabi & Associates, Inc.
6. HNTB
7. Professional Engineering Consultants
8. Burgess & Niple
9. RSH
10. Pegasus Engineering

B. Blackadar

J. McCollum

G. Johnson

R. Raymundo

C. Wetzel

Scope of Services
Continuous Professional Services Contract for Public Works Minor Projects
Construction Cost Less than One Million Dollar

Seminole County is requesting continuing services for professional services as defined by Florida Statue 287.055 (CCNA). Under CCNA, work orders are currently limited by construction costs of $1,000,000 or study costs of $50,000.

It is Seminole County's desire to retain multiple consultants to perform, but not be limited to construction plan preparation and environmental and drainage permitting for minor projects. Some projects will require preliminary and final design phases and intensive sub-basin and environmental permitting.

The work orders under this contract will be inclusive of surveying, soil and geotechnical analysis, structure analysis, traffic analysis and any other analysis that would be needed to produce a set of construction plans. The projects will include but not limited to:

- Roadway Reconstruction Projects
- Roadway Traffic Safety Projects
- Sidewalk Projects
- Intersection Improvements
- Bridge replacements
- Stormwater/Water Quality Improvement Projects
- Stormwater Basin Studies
- Traffic signal design
- Traffic Studies
- Preliminary Engineering Studies
- ITS Services (includes fiber infrastructure as-built development, GPS services and fiber attachment agreements)
- Other Miscellaneous Roadway Improvements

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Termination for Convenience: RFP-600466-08/BJC with JPI Mechanical Services, Inc.

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Ray Hooper **EXT:** 7111

MOTION/RECOMMENDATION:
Approve Termination for Convenience of RFP-600466-08/BJC with JPI Mechanical Services, Inc. of Casselberry, FL, and authorize staff to issue final Notice of Termination.

County-wide Ray Hooper

BACKGROUND:

RFP-600466-08/BJC - HVAC Maintenance and Repairs provides for all labor, materials, supervision, tools, equipment, refrigerant, oil, filters, components and other parts required to operate, maintain and repair the County's Heating, Ventilation, Air Conditioning and Refrigeration systems (HVACR). On September 9, 2008, the Board approved these services and the Agreement was executed with JPI Mechanical Services Inc. on October 13, 2008.

On September 22, 2009, the Board approved a plan to "in source" the preventive maintenance of this agreement to create savings. The repair portion is currently being solicited under RFP-600754-09/BJC and will close on October 28, 2009. Written notice of the County's intent to terminate these services after one year of service effective midnight on October 12, 2009, was sent to JPI Mechanical Services, Inc. on September 25, 2009. A copy of this letter is attached as backup to this agenda item.

STAFF RECOMMENDATION:
Staff recommends that the Board approve the Termination for Convenience of RFP-600466-08/BJC with JPI Mechanical Services, Inc. of Casselberry, FL, and authorize staff to issue final Notice of Termination.

ATTACHMENTS:

1. RFP-600466-08/BJC
2. Termination letter to JPI
3. Notice of termination for convenience

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

HVAC MAINTENANCE AND REPAIR SERVICES AGREEMENT
(RFP-600466-08/BJC)

THIS AGREEMENT is made and entered into this 13 day of October, 2008, by and between **JPI MECHANICAL SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 306 Ryder Lane, #1218, Casselberry, Florida 32707, 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 HVAC maintenance and repair 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 Scope of Services and Performance Work Statement 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

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carla Cohen
DEPUTY CLERK

shall be in the form of written Notice to Proceed issued and executed by COUNTY.

SECTION 3. COMPENSATION AND PAYMENT. Preventative maintenance cost compensation shall be a fixed fee; repair cost shall be a fixed not-to-exceed amount. Both shall be combined and invoiced by the CONTRACTOR and paid by the COUNTY in twelve (12) equal amounts. At the end of the contract year, the COUNTY and the CONTRACTOR will reconcile all expenditures related to repair cost only. If the not-to-exceed repair total amount has not been spent, CONTRACTOR shall pay back the unspent funds to the COUNTY at the end of the contract year.

Preventative Maintenance/year	$445,000.00
Repair (not-to-exceed)/year	$444,000.00
Total Annual Amount	$889,000.00
Monthly Payment	$ 74,083.33

SECTION 4. 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:

Administrative Services/Facilities
200 West County Home Road
Sanford, Florida 32773

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

SECTION 5. 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 6. 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 7. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of three (3) years. At the option of the parties, this Agreement may be renewed for three (3) additional one (1) year terms.

SECTION 8. 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 9. 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 10. 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 11. 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 12. 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 13. BONDS. Upon signing and returning this Agreement to the COUNTY, the CONTRACTOR shall furnish the COUNTY with a performance bond in the full amount of the annual contract price. The performance bond shall be issued by a reliable surety company acceptable to the COUNTY. A performance bond shall be issued for each year of this Agreement in an amount equal to one hundred percent (100%) of the annual amount of this Agreement.

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 (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). 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 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, 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:

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

(2) Commercial General Liability.

(A) 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:

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$500,000.00
Each Occurrence Limit	$500,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-

accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1.000,000.00

(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 com-

pensation, 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:

Administrative Services/Facilities
200 West County Home Road
Sanford, Florida 32773

For CONTRACTOR:

JPI Mechanical Services, Inc.
306 Ryder Lane, #1218
Casselberry, Florida 32707

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:

Maria P. Morales, Secretary

(CORPORATE SEAL)

JPI MECHANICAL SERVICES, INC.

By: Ramon L. M.
RAMON L. MORALES, President

Date: 10/01/2008

ATTEST:

By: EDC
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.

County Attorney
AEC/kpk
8/12/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600466-08.doc

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Brenda Carey
BRENDA CAREY, Chairman

Date: October 13, 2008

As authorized for execution by
the Board of County Commissioners
at their 9/9, 2008,
regular meeting.

Attachment:
Exhibit A - Scope of Services

Exhibit A
Scope of Services and Fee schedule

PRICE PROPOSAL FORM

A Hybrid contract will be utilized to procure these services. Preventative Maintenance will be quoted on a fixed annual amount. HVAC Repair will have a compensation method of time and materials and will provide for the acquisition of services based on direct labor hours and material cost. Direct labor hours are paid for at specified fixed hourly rates that include wages, overhead, general and administrative expenses and profit. Material costs are paid generally at cost, including, if appropriate, material handling charges. The fixed hourly rates shall include all costs for work in place, including, but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- Transportation of material to the project site
- Tools and related items
- Cost associated with company officers and support staff, superintendents, inspectors, project managers, estimators, administrators, buyers, etc.

Contractor shall provide the County with copies of invoices for materials with Application for Payment.

PART 1: PREVENTATIVE MAINTENANCE BASE TOTAL - Base Bid for Preventative Maintenance includes all associated costs for work completed as outlined in Section 16 of the attached scope of services.

Fixed Annual Amount $ 445,000.00

PART 2: HVAC REPAIR BASE BID – Base Bid for HVAC Repair includes all associated equipment inventoried in Exhibit "B" and covered in the Scope of Services (Exhibit "A").

DX Split/Package System*	$ 153,000.00
Chilled Water Systems*	$ 169,000.00
Ice Machines*	$ 12,000.00
Boilers*	$ 61,000.00
Heaters*	$ 34,000.00
Exhaust Fans*	$ 15,000.00

HVAC Repair Base Bid Total
Fixed Annual Not-to-Exceed Amount $ 889,000.00

* - Equipment classifications for HVAC Repair includes all associated costs for systems/components/parts covered in the Scope of Services (Exhibit "A") as outlined in Section 4.4 and inventoried in Exhibit "B".

COMPANY NAME: JPI Mechanical Services Inc.

PART 3: - Not included in Base Price Proposal (Rates required for monthly invoicing).

HVAC REPAIR SERVICES COSTS

Minimum Service Charge: $ 158.00
(Based on two (2) hours or less)

Hourly Rate for Services: $ 79.00
(Standard Working Hours 7:00 AM – 5:00 PM M-F)

Hourly Rate for Services $ 118.50
(Non-Standard Working Hours, other than 7:00 AM – 5:00 PM M-F)

NOTE: The award of this project will be made on the base Proposal Costs for Preventative Maintenance and HVAC Repair. Hourly rates and the service charge will be for monthly billing and tracking only.

Contractor will provide emergency services to sites not under the Agreement at the agreed upon contract hourly rates (Part 3) plus cost of parts. The County will pay Contractor for the cost of parts utilized in the performance of specified work. The County will reimburse the Contractor for parts at their actual invoiced cost. The Contractor must submit copies of invoices to the County.

COMPANY NAME: JPI Mechanical Services Inc.

RFP-600466-08/BJC - HVAC MAINTENANCE AND REPAIR AGREEMENT

SECTION 1. SERVICES

A. CONTRACTOR shall furnish all labor, materials, supervision, tools, equipment, refrigerant, oil, filters, components and other parts required to operate, maintain and correct any malfunction in COUNTY's Heating, Ventilation, Air Conditioning and Refrigeration systems(HVACR). CONTRACTOR is also responsible for Water Treatment Service on boilers, cooling towers and chilled water systems. Maintenance and repair shall be performed in strict accordance with recommended manufacturer procedures and specifications, and or the schedules and specifications enumerated in this Scope of Services. CONTRACTOR shall make all warranty claims related to equipment components still in warranty.

B. The services required in Section 1-A shall not include repair or replacement services for any component damaged due to misuse, improper operation or negligence by a party other than CONTRACTOR; negligence of the COUNTY, its employees or invitees. All equipment, components and related systems shall be accepted in its "as is" condition prior to proposal submittal.

C. Upon the COUNTY'S request the CONTRACTOR shall provide emergency services to sites not under the current Agreement at the agreed upon contract hourly rates plus cost of parts.

D. All COUNTY equipment still under manufacturer's warranty period shall have Preventative Maintenance performed by the CONTRACTOR in accordance with Manufacturer's specifications. Any necessary repairs to said equipment shall be coordinated or completed by the CONTRACTOR with the responsibility of said CONTRACTOR to receive reimbursement from the manufacturer, no expense will be incurred by the COUNTY.

E. CONTRACTOR shall make every effort possible in the acquisition of replacement components, or their repair, and their corresponding installation, so equipment downtime is kept to a minimum reasonable time. For parts not available locally, the CONTRACTOR shall request next day air delivery from its supplier.

SECTION 2. EQUIPMENT COVERED

A. The equipment initially covered by the terms of this Scope of Services, now totaling an aggregate for each classification (provided for illustrative purposes only):

Tonnage DX split/package systems		1667
Tonnage Chill Water Systems	2795	
Tonnage Ice Machines		35.5
MBTU's Boilers		26,297
MBTU's Heaters		668.75
Horse Power Exhaust Fans		355.21

All equipment is inventoried in Exhibit "B" of this Scope of Services. The COUNTY may add or delete additional units to the listing of equipment in accordance with the terms of

this Scope of Services; however, upon any increase/decrease in the total tonnage/MBTUs/HP of COUNTY equipment which cumulatively meets or exceeds five percent (5%) of the total aggregate tonnage/MBTUs/HP of a specific COUNTY HVAC equipment classification, the parties may negotiate a cost adjustment not-to-exceed the gross amount of change (increase/decrease) of the annual repair cost for the associated totals of the specific classifications of equipment (as outlined in this section (2.A) and exhibit "C" of the agreement). Any equipment modification (increase/decrease) which has tonnage/MBTUs/HP totaling less than five percent (5%) of the overall tonnage/MBTUs/HP for the equipment classification covered in Exhibit "B" of the Scope of Services will result in no immediate adjustment to the Agreement.

B. For preventative maintenance, any increase/decrease of equipment that meets or exceeds five percent (5%) and requires a cost adjustment to the agreement, the parties may negotiate a cost adjustment not-to-exceed the gross amount of change (increase/decrease) of the annual preventative maintenance of the specific equipment classification.

C. There shall be no exceptions or deletions to Attachment "B" based on age, condition, hours, use, etc., nor shall there be a repair cost "cap" assigned to any equipment.

D. All cost adjustments associated with this section (2) of the scope of services will take place on a cumulative basis when the equipment totals meet or exceed the five percent (5%) threshold, furthermore, no adjustments will be retroactive.

NOTE: Equipment classifications totals have been formulated by Seminole County, it is the responsibility of the CONTRACTOR to confirm all totals and notify the COUNTY of any discrepancies.

SECTION 3. DEFINITIONS

HVAC Definitions as per ASHRAE & GSA to be used in this contract.

A. Systems - These HVAC systems provide cooling, heating, and dehumidification to a building. A building may have one type, several of the same type, or combinations of systems. Examples of systems are:

1. Chilled Water Systems – Included but not limited to the following components: chillers, boilers, air handlers, cooling towers, heat exchangers, pumps, piping, ductwork, VAV boxes, diffusers, controls and BAS.

2. DX Split Systems – Included but not limited to the following components: condenser unit, air handler, refrigerant lines, ductwork, diffusers, controls and BAS.

3. DX Packaged Systems – Included but not limited to the following components: the packaged unit, ductwork, diffusers, controls and BAS.

B. Components - Components are part of a system as detailed above. They do not perform a cooling, heating, or dehumidification function by themselves. Examples of components

are: chillers, boilers, air handlers, pumps, BAS and heat exchangers.

C. Parts - Parts, combined together, form a component. Examples of parts are: coils, sensors, fan wheel, belt, motor, damper, PC, valves, relays and compressors.

D. Major Components – Major components are chillers, boilers, air handlers, cooling towers and condensing units.

E. Contract Documents – the documents that will form the Contract between the parties, including the "Request for Proposal (which includes the Scope of Services)", any attachments or addendum thereto, the CONTRACTOR's "Proposal" and the executed agreement, provided, however, that the terms of this scope of Services shall prevail if in conflict with any other document.

F. County's Representative – The designated official to represent the COUNTY. The Facilities Management Division Program Manager of the COUNTY or his/her designee shall be the COUNTY's Representative for the purpose of the contract documents. Wherever in the Contract document's the approval, disapproval, consent, consultation, direction, or other action of the COUNTY is anticipated; such actions shall relate to the COUNTY's Representative unless the context or a provision of law otherwise specifies the action to be taken by the Board of County Commissioners or a person who is not the COUNTY's Representative.

G. Preventative Maintenance (PM) – scheduled and routine servicing of systems, equipment and components (scheduled routine inspection and servicing) in order to mitigate and reduce breakdowns, prolong the life expectancy of systems, equipment and components, minimize equipment downtime and enhance system performance. Preventative Maintenance shall meet or exceed ASHRAE specifications, warranties and recommendations.

H. "Re-repair" means a repair of the same complaint within a thirty (30) day period due to parts failure, misdiagnosis or mechanic error. Note that re-repairs will be determined by either work on the same component and/or the same symptoms being reported with the designated period. In cases of disagreement, the decision will be up to the COUNTY's sole discretion. If additional repairs are needed because of parts failure, misdiagnosis or mechanic error, this will fall under the re-repair definition.

SECTION 4. HVAC SYSTEMS/COMPONENTS/PARTS

A. LOCATION - The HVAC systems referenced in Section 1.A are located in the COUNTY'S Buildings set out in the County Building List attached hereto and incorporated herein as Exhibit "B". The COUNTY reserves the right to add or delete sites or individual pieces of equipment from this list. CONTRACTOR will be notified of such changes by the COUNTY's Purchasing Division.

B. SYSTEMS/COMPONENTS/PARTS – Included but not limited to: Actuators, Air Filters, Air Handlers, Hydronic Hot Water Heating, Breakers, Starters, Disconnects, Fuses and other protection devices directly related to a piece of HVAC equipment, Chilled Water Piping Loops, Chillers, Coils, Condensate Pumps, Condensate Return Piping Loops, Condenser

Water Piping Loops, Controls (Pneumatic and Electronic), Cooling Towers, Domestic Hot Water Heat Exchangers and related pumps, Ductwork (Supply, Return & Exhaust; to include ducts, fittings, actuators, housings, balancing dampers, fire dampers, hangers and appurtenances comprising a duct system), ECU's, Electrical Wiring from equipment disconnect to equipment, Energy Management Systems to include Trane Tracer Summit Panel, UCM's, BCU's, PCM's, TCM's, Cabling (see Sites Under Building Automated System (BAS) Management Networks, ATTACHMENT "D"), Equipment Bases/Supporting Structures, Equipment Enclosures, Exhaust Fans, Fan Coil Units, Filter Units, Heat Exchangers (Hot Water, Domestic & Steam), Hot Water Piping Loops, Ice Machines, Piping System (Includes pipes, fittings, hangers and appurtenances comprising a system), Pneumatic Air Compressors (including refrigerated air driers), Pneumatic Systems, Pressure Regulators, Pressure Relief Valves, Power Roof Ventilators, Pumps and their corresponding motors (including sump pumps and pit pumps), Reciprocating Equipment, Sensors, Steam Piping Loops, Steam System, Thermostats, Traps, Unitary Equipment, VAV Boxes, Water Makeup System from the backflow preventer/check valve forward, inclusive, Water Treatment Equipment, All Valves, Variable Speed Dives, Fan Terminal Boxes, Condensing Units, Heat Pumps, Insulation (ductwork, piping), Ductwork (sheet metal, flexible, fiberglass), Diffusers, Grills, Registers, Mechanical Louvers and other HVAC related equipment or systems in the County buildings included in the COUNTY Building Listing attached hereto and incorporated herein as Exhibit "B".

C. CONTRACTOR shall have inspected and evaluated the COUNTY's HVAC equipment prior to proposal submittal. Equipment will be accepted by CONTRACTOR on an "as is" basis.

D. CONTRACTOR is responsible to become fully familiarized with the buildings where services are to be provided; security and safety requirements, building layout, vehicle access, fire alarm systems, exits and breaker panels and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference to/from other site activities.

SECTION 5. PROVISION OF QUALIFIED PERSONNEL

A. Contractor shall have (1) dedicated HVAC Foreman with a staff as necessary to meet all requirements outlined in this scope of services. All personnel working under this Agreement shall be trained and certified in all systems, components and parts related to the COUNTY HVAC systems, attached hereto and incorporated herein as Exhibit ":B". Training and certification must be through a State accredited institution. All technicians must be EPA certified for refrigerant handling. Copies of certificates of completion of training, and certificate on refrigerant handling must be submitted to the COUNTY. Each HVAC technician shall wear company assigned uniform and identification badge at all times during the performance of contract services while in COUNTY property. At least one HVAC technician shall be trained and proficient in the operation, troubleshooting, maintenance and repairs of computerized Building Automation Systems. The HVAC technicians assigned to this Agreement must have been previously approved by the COUNTY's Representative to this Agreement. Any changes in the above referenced personnel assignment must also be approved by the COUNTY'S Representative to this Agreement.

B. During the term of this Agreement, CONTRACTOR shall notify the COUNTY, in writing, of any changes to the above personnel associated to this agreement before proceeding with change.

C. One certified HVAC Foreman/Supervisor shall be designated as the appointed CONTRACTOR's representative. This person will expedite and provide COUNTY with daily information on work order status and daily activities of the HVAC mechanics assigned to this contract.

D. Identification badges — The County will issue the first badge to each employee assigned to this Agreement at no cost to the Contractor. At the beginning of each contractual year, the County will update the employee badges and issue new badges. These badges are to be worn on the outside of employee's uniform shirts. The badges are to worn at all times. If a badge is misplaced or lost it will be the responsibility of the Contractor to get their employee a new badge issued by the County. The fee for a reissuance of a County badge will be fifteen dollars ($15.00).

SECTION 6. PROCEDURES FOR PERFORMING SERVICES

A. All tasks required in this Scope of Services and Preventive Maintenance Schedules shall be performed in strict accordance with all the applicable equipment manufacturer's procedures and specifications for servicing and maintaining its equipment.

B. In the event the Scope of Services and Preventive Maintenance Schedules conflict with the equipment manufacturer's procedures and specifications, said equipment manufacturer's procedures and specifications shall prevail unless directed otherwise by the COUNTY's Contract Representative.

C. In the performance of services, CONTRACTOR is solely responsible for compliance with all actual Federal, State and Local Codes and Regulations applicable to the HVAC trade at the time of performing services, including, but not limited to Regulations concerning the handling, use, reclaim and disposal of CFC's. CONTRACTOR shall also comply with the COUNTY's Safety Plan, Policies and other governing laws and policies as applicable in the performance of services.

D. Any mutually agreed alteration, modification or retrofit to the COUNTY's HVAC equipment shall be performed according to equipment manufacturer's procedures and specifications if applicable.

E. All Preventive Maintenance and Repairs to the COUNTY's HVAC equipment shall be performed according to the equipment manufacturer specifications and procedures detailed in the equipment manuals, or as detailed in this Scope of Services.

F. All electric motor replacement shall be made with energy efficient type motors, which rating must be previously approved by the COUNTY's Designated Contract Representative.

G. Acid or other corrosive agents used for cleaning of equipment components is not authorized under this agreement unless specifically agreed by the COUNTY in writing prior

to use. Each use shall require separate approval (no blanket approvals).

H. Contractor at all reasonable times during this Agreement shall have access to all HVAC equipment, components and related systems necessary to perform the required services. CONTRACTOR shall be free to stop and restart any equipment, components or related systems for the purpose of performing maintenance and repairs thereon, but shall coordinate said stoppage with the COUNTY's building representative at each location. In the case of an instance where prolonged stoppage occurs (greater than two (2) hours or a four (4°f) degree Fahrenheit temperature deviation) CONTRACTOR shall also contact the designated COUNTY representative specified in this Agreement. CONTRACTOR shall make all efforts to minimize inconvenience to users of the service locations. In those cases where soldering, welding or other fume/heat generating procedure is to be performed, CONTRACTOR shall notify the designated County representative so proper fire alarm system coordination is made with COUNTY's Emergency Operations Center prior to start of said operation.

I. In instances of downtime for broken down equipment i.e. equipment failure the COUNTY shall be notified immediately. If prolonged stoppage occurs (greater than two (2) hours or a four (4°f) degree Fahrenheit temperature deviation, which ever comes first), the CONTRACTOR shall again notify the designated COUNTY representative specified in this Agreement. CONTRACTOR shall make all efforts to minimize inconvenience to users of the service locations. In those cases where soldering, welding or other fume/heat generating procedure is to be performed, CONTRACTOR shall notify the designated County representative so proper fire alarm system coordination is made with COUNTY's Emergency Operations Center prior to start of said operation.

J. While replacing HVAC units or its components CONTRACTOR shall provide any necessary tools or equipment required for the operation, such as, but not limited to cranes, boom trucks, bucket trucks, etc., at no additional cost to the COUNTY.

K. The CONTRACTOR must provide upon request, to be used as backup HVAC equipment for any one of the County's critical areas such as I.T. computer rooms, transmitter sites, the E911 communication room or telephone equipment rooms in case a repair job can not be completed within six (6) hours from the original service call.

L. Air filters shall be replaced monthly with units having the following efficiencies:

1. Primary filters - 30%

2. Bag filters - 75%

3. Filter rolls - 50%

Each filter shall be marked with its installation date, in such a manner that the date is visible when the filter access door is opened for inspection.

M. HVAC units or components which have been replaced become the property of the CONTRACTOR and shall be removed from County premises at no additional expense to the COUNTY, unless otherwise directed.

N. CONTRACTOR is responsible for prompt cleanup and removal of excess material, scrap material, trash and debris from the jobsite. This includes preventive maintenance services, repairs and or replacements.

O. CONTRACTOR shall keep a safe and orderly workplace at all times. CONTRACTOR shall adhere to all COUNTY Safety Procedures, such as but not limited to confined space entry and lock out/tag out.

P. CONTRACTOR shall be responsible for the repair of any damage to building or other COUNTY property caused by him. This includes, but is not limited to walls, floors, roof systems, pipes, etc.

Q. CONTRACTOR shall be responsible to acquire all required permits in the process of repairing and/or replacing equipment at COUNTY buildings.

R. CONTRACTOR shall be responsible for any applicable disposal fees for any material removed from COUNTY property in the performance of this contract at no additional cost to the COUNTY.

S. Any parts, components, assemblies or equipment replaced by CONTRACTOR shall be fully warranted by CONTRACTOR against defects in materials and/or workmanship for a period of one (1) year from date of acceptance by COUNTY. Shall any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the CONTRACTOR shall repair or replace same at no cost to the COUNTY.

T. CONTRACTOR, while performing services pursuant to this agreement, shall take all necessary precautions to protect buildings and personnel. CONTRACTOR shall at all time guard against damage to property of COUNTY, the public or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The COUNTY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for such loss as stated above. CONTRACTOR shall also at all times guard against injury to COUNTY employees, the public and other persons and shall comply with State, and OSHA safety regulations.

SECTION 7. CONTRACTOR'S SHOP LOCATION

A. CONTRACTOR shall provide services under this Agreement from a facility located in a radius not greater than fifty (50) miles from the City of Sanford, FL.

SECTION 8. TIME FOR PERFORMANCE

A. CONTRACTOR shall perform the routine scheduled preventive maintenance and services as required hereunder during the normal business hours of the COUNTY. In the event any unit or component of the COUNTY's HVAC system requires other than routine service, CONTRACTOR shall commence said service within one (1) hour of notification. It is expressly understood that CONTRACTOR's personnel shall be available twenty-four (24) hours a day, seven days per week throughout the term of this Agreement to provide said service. Adherence to the one (1) hour response time is an essential requirement of this Agreement. Service shall start on the malfunctioning unit or component within one hour of

notification of said malfunction. Mechanics that are already assigned and working on a service call shall not be re-assigned to other service calls until the previous service call has been completed.

SECTION 9. REPLACEMENT OF EQUIPMENT BY COUNTY

A. In the event the projected total repair cost for any piece of equipment of the COUNTY's HVAC system exceeds fifty percent (50%) of the total projected new replacement cost, as estimated by CONTRACTOR and the COUNTY, the COUNTY at its sole option, shall have the right to replace said piece of equipment. The COUNTY may contract with a party or parties other than CONTRACTOR for the replacement of equipment under this section. For the purpose of this section, CONTRACTOR shall notify the COUNTY of any and all instances in which the single projected repair cost of any HVAC Equipment covered in this Agreement exceeds fifty percent (50%) of its replacement cost. Burden of proof for replacement must be proven to COUNTY by CONTRACTOR prior to new equipment purchase based on recent maintenance and repair logs, existing condition of said equipment, and remaining useful life of equipment. All final decisions related to equipment replacement will be at the discretion of the COUNTY.

B. If the CONTRACTOR states the projected total repair cost for any piece of equipment of the COUNTY's HVAC system will exceed fifty percent (50%) of the total projected new replacement cost, the COUNTY at its sole discretion may consult an independent third party to provide a repair estimate for said piece of equipment. If the determination is made, by the third party, that the repair cost is less than fifty percent (50%) of the total projected replacement cost, the COUNTY at its sole discretion, may require the CONTRACTOR to hire the third party as a sub-contractor to repair said piece of equipment, at the CONTRACTOR's expense.

C. The cost of replacement pursuant to the above provisions shall be the responsibility of the County. The COUNTY shall contribute an amount equal to one-hundred percent (100%) of the actual replacement cost.

D. It is expressly understood by CONTRACTOR that this Section shall only operate when the County has granted prior written authorization for repair/replacement to be performed and the COUNTY and CONTRACTOR have agreed on the total projected repair cost.

SECTION 10. REPLACEMENT OF SYSTEM COMPONENTS & PARTS BY CONTRACTOR

A. Components shall be replaced by CONTRACTOR at the sole expense of CONTRACTOR. The determination to repair or replace a component or part shall be made in accordance with CONTRACTOR's obligation entered herein to service and maintain COUNTY's HVAC system in order to ensure its proper operation and to minimize system malfunctions.

B. Component/part replacement by Contractor shall be made with Original Equipment Manufacturer (O.E.M.) components/parts only, or Equipment Manufacturer Authorized replacements. Use of components/parts other than the ones stated above are in violation to the terms of this Agreement, unless specifically authorized by the COUNTY, in writing, prior to the replacement being performed.

C. No salvage parts are to be used as replacements unless specifically authorized by the

COUNTY, in writing, prior to the replacement being performed.

D. No components or parts are to be pulled out of standby or other equipment in order to repair a malfunctioning piece of equipment, unless specifically authorized by the COUNTY, in writing, prior to the replacement being performed.

E. Any component/part replaced pursuant to this Section shall become the property of the Contractor and shall be removed from COUNTY's property and disposed of in compliance to all Federal, State and Local regulations, at no additional cost to the COUNTY, unless otherwise directed.

SECTION 11. RE-REPAIR

A. The CONTRACTOR shall monitor, track and identify services that require "re-repair". The CONTRACTOR shall not include the costs of such repairs in the monthly statement. If CONTRACTOR does not notify the COUNTY of instances of re-repair, the COUNTY at its sole discretion may assess a penalty not-to-exceed 150% of the cost of the re-repair.

SECTION 12. 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. The COUNTY shall designate in writing and shall advise CONTRACTOR in writing of the COUNTY's employee to whom all communications pertaining to the day to day conduct of the Agreement shall be addressed. The designated representatives shall have the sole authority to transmit instructions, receive information, interpret and define the COUNTY's policy and decisions pertinent to the work covered in this Agreement. Any work performed by CONTRACTOR at the direction of persons not authorized as provided hereunder shall be so done at CONTRACTOR's risk and expense.

B. CONTRACTOR shall at all times during the normal work week, designate or appoint one (1) representative of CONTRACTOR who is authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continuously advised of such designation. CONTRACTOR shall supply the COUNTY all necessary contact cell phone numbers.

SECTION 13. REPORTS

CONTRACTOR shall submit to the COUNTY all the reports required in this Section by the specified dates. It is intended that the submission of said reports be an essential element of CONTRACTOR's performance and that failure to so perform may be considered by the COUNTY to be a material breach of this Agreement.

A. Work Order Status Report (All work orders, open and closed status)

1. Work Order Status reports shall be submitted via email to the COUNTY on a weekly basis by Monday, 8:00 AM EST from the designated representative of the CONTRACTOR.

2. Reports shall be formulated by the CONTRACTOR in an industry standard format

and with information presented to the COUNTY in a clear, concise. If specific software is required to view reports, CONTRACTOR must provide the necessary software/portal for viewing at no additional cost to the COUNTY.

3. Report shall include all open work orders, status and comments, if applicable.

4. Reports shall be e-mailed to:

   (E-mail address to be provided upon award of the contract)

B. Oil/Chemical Analysis Reports

1. Oil/Chemical analysis must be completed as called out in the Preventive Maintenance Schedule of this Agreement and reports submitted to the COUNTY within forty-five (45) days of the sampling date.

2. Reports shall be formulated by the CONTRACTOR in an industry standard format and with information presented to the COUNTY in a clear, concise and readable manner. If specific software is required to view reports, CONTRACTOR must provide the necessary software/portal for viewing at no additional cost to the COUNTY.

3. Reports of all the Oil/Chemical analysis shall be e-mailed to:

   (E-mail address to be provided upon award of the contract)

C. Preventive Maintenance Reports

1. Preventive Maintenance shall be completed as called out in the Preventive Maintenance Schedules under this Agreement and reports submitted to the COUNTY the next business day after the opening of the work order and again upon completion.

2. Reports shall be formulated by the CONTRACTOR in an industry standard format and with information presented to the COUNTY in a clear, concise and readable manner. If specific software is required to view reports, CONTRACTOR must provide the necessary software/portal for viewing at no additional cost to the COUNTY.

3. Preventive Maintenance reports shall be e-mailed to:

   (E-mail address to be provided upon award of the contract)

D. Complete Work Order Reports (All completed Work Orders)

1. All Work Order reports shall be submitted to the COUNTY via e-mail the next business day after completion of the work order.

2. Reports shall be formulated by the CONTRACTOR in an industry standard format

and with information presented to the COUNTY in a clear, concise and readable manner. If specific software is required to view reports, CONTRACTOR must provide the necessary software/portal for viewing at no additional cost to the COUNTY.

3. All Work Order reports shall include the COUNTY's Work Order Number as given to Contractor's dispatch office during service call.

4. Work Order reports shall be e-mailed to:

   (E-mail address to be provided upon award of the contract)

E. Water Treatment Analysis Reports

1. Water Treatment Analysis should be completed as called out in the Preventive Maintenance Schedule of this Agreement and reports submitted to the COUNTY within twenty (20) days of the sampling date.

2. Reports shall be formulated by the CONTRACTOR in an industry standard format and with information presented to the COUNTY in a clear and concise manner.

3. Reports of all the Water Treatment Analysis shall be e-mailed to:

   (E-mail address to be provided upon award of the contract)

F. Internal Operating Logs

1. CONTRACTOR shall be responsible for the creation, update and maintenance of an operating log for each major component of the COUNTY's HVAC equipment. "Major component", for this section refers to: Water Cooled Chillers, Air Cooled Chillers, All Boilers, and Cooling Towers and others as specified.

2. Contractor shall record in said log all operating data gathered during Daily Routine Checks, Preventive Maintenance and Repair work performed in the component.

3. The Operating Log shall be maintained electronically by the CONTRACTOR and submitted to the designated representative of the COUNTY on a quarterly basis.

4. Reports shall be formulated by the CONTRACTOR in an industry standard format and with information presented to the COUNTY in a clear, concise and readable manner. If specific software is required to view reports, CONTRACTOR must provide the necessary software/portal for viewing at no additional cost to the COUNTY.

SECTION 14. ACCEPTANCE OF HVAC SYSTEM

A. The CONTRACTOR shall inspect all equipment, components and related systems covered under this Agreement. CONTRACTOR hereby agrees that all equipment, components and related systems covered under this Agreement will be accepted and

serviced in its condition "as is" at the time of acceptance of this Agreement.

SECTION 15. MEETINGS WITH COUNTY

A. CONTRACTOR shall be available during the term of this Agreement for meetings, consultations and joint inspections relating to the services provided herein. Said meetings, consultations and inspections shall be held as follows:

1. One Quarterly meeting with CONTRACTOR's administrative staff.

2. One monthly meeting with the CONTRACTOR'S designated representative and any necessary service mechanics and others as required.

SECTION 16. OTHER WORK

A. Other work by the COUNTY or under a separate agreement with a third party may be in progress at the service locations. CONTRACTOR shall cooperate at all times with others and shall coordinate its work with such other work as may be directed by the COUNTY. CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor or by COUNTY employees.

SECTION 17. SUBCONTRACTORS

A. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any sub contractors or other professional associates in connection with service covered by this Agreement. The CONTRACTOR must secure the prior written approval of the COUNTY, further; any use of a sub-consultant by the CONTRACTOR will result in no additional cost to the COUNTY.

SECTION 18. ENERGY CONSERVATION RECOMMENDATIONS

A. CONTRACTOR shall perform energy studies on buildings selected by the COUNTY and give energy conservation recommendations based on those findings. Studies shall be performed four (4) times per year but not more than three (3) months apart. Number of buildings included in each study shall be determined by the COUNTY. Energy savings recommendations shall include but not limited to energy savings regarding building envelope, lighting and HVAC. This service will be completed at no additional cost to the COUNTY.

SECTION 19. PREVENTIVE MAINTENANCE

Overview

1. It is expressly understood that Preventive Maintenance is essential to the performance of this Agreement and is designed to minimize malfunctions of the HVAC systems, to reduce the need for emergency service and to obtain maximum equipment life at a minimum cost, provided however, that the parties to this Agreement recognize that Preventive Maintenance does not ensure against malfunctions or the need for emergency service.

2. Equipment Preventive Maintenance Schedules will be determined by the County based on equipment run time, age, use, location, maintenance history and equipment manufacturer's specifications.

3. CONTRACTOR shall install and maintain functional, CDC #1 Anti Clog Pan Tabs or equivalent County approved algaecide in all air handler drain pans.

4. The COUNTY, at its sole option, may deduct payment for sites at which Preventive Maintenance services were not rendered in a particular month. Per instance of failure, payment deduction shall total one percent (1%) of the overall annual fixed fee amount for all preventative maintenance under this scope of services.

A. Air Handlers and Fan Coil Units

1. Quarterly Preventive Maintenance shall be completed four (4) times per year, but not more than once every three (3) months and shall include the following:

   a. Check belts for condition, alignment and tension, adjust or replace if necessary.
   b. Check controls for proper operation, adjust if necessary. Lubricate linkages/controls as per manufacturer specifications.
   c. Check fan shaft and bearings for excessive play, replace shaft and/or bearings if necessary.
   d. Check motor mounts for condition, adjust or replace if necessary.
   e. Check motor bearings for excessive play, replace if necessary.
   f. Check fire dampers for condition and status, correct if necessary.
   g. Inspect exterior piping for leaks, repair as necessary.
   h. Check drain pan for accumulation of water and debris, clean drain pan and line to ensure water flows smoothly. Repair/replace drain pan if required. Check condition of Pan Tablets- replace if not functional any more.
   i. Check unit for excessive vibration or noises, correct if necessary.
   j. Check fan wheels for condition and balance (visually), replace if necessary.
   k. Inspect drive sheaves for condition, take corrective action if necessary.
   l. Check inlet vanes (where applicable) and adjust/repair as necessary.
   m. Activate duct heaters for a minimum of (fifteen) 15 minutes during the months of October and November. CONTRACTOR shall notify the COUNTY's representative for this Agreement for Fire Alarm deactivation and reactivation before beginning procedure.
   n. CONTRACTOR will be contacted by the fire alarm service contractor to coordinate the annual test of the fire alarm system as related to dampers and air handlers. CONTRACTOR shall designate a mechanic to be with the fire alarm contractor for the duration of the test. Fire alarm service contractor is paid by the COUNTY under separate Agreement.

2. Annual Preventive Maintenance shall be completed during the month of November and shall include the following:

a. Check all coils for steam, refrigerant or water leaks. Repair or replace if necessary.
b. Pressure clean all coils. Do not use acid cleaners.
c. Check motor operating voltage and current; take corrective action if readings are abnormal.
d. Check ductwork for condition and leaks, including flex connectors, repair or replace if necessary.
e. Check humidifier for condition and proper operation, clean condenser pan, use no acid cleaner.
f. Check all wiring for condition, tighten all connections, and replace defective wiring if necessary.
g. Meg motor and record readings.
h. Check contactor for condition; replace contacts if pitted, worn or arcing indication is present.
i. Check starter for proper operation.
j. Check operating voltages and currents.
k. Check air flow pressure drop on coil against manufacturer specifications, correct if out of spec.
l. Replace fan belts.
m. Clean fan wheel.

B. Hydronic Hot Water Heating

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

a. Inspect burner for proper operation, adjust, repair or replace if necessary.
b. Test low water cutoff valve for proper operation, adjust, repair or replace if necessary.
c. Test pressure relief valve for proper operation, adjust, repair or replace if necessary.
d. Blow down and test low water cutoff and feed water controls, adjust or repair if necessary.
e. Check unit for water, air, steam and fuel leaks, make corrections if leaks are found.
f. Check sequence and operation of flame safeguard controls, adjust or repair if necessary.
g. Check operating and high limit controls for correct setting, reset if necessary.
h. Check modulating motor for proper operation, adjust if necessary.
i. Lift safety/relief valves with at least 70%rated pressure, adjust or replace if necessary.
j. Blow down gauge cocks' and try cocks to confirm glass water level.
k. Check and test boiler blow down valve for leaks and proper opening and closing.
l. Lubricate motor and shaft bearings per manufacturer's recommendations.
m. Rotate lead/lag boilers.
n. Drain the lag boiler and open inspection port for County's inspection of

Calcium and Iron Oxide buildup.

o. Verify combustion air louvers are free of any obstacles inside or outside the boiler room.

2. Semi-annual Preventive Maintenance shall be complete two (2) times per year, once during the month of April and once during the month of September, and shall include the following:

a. Test the following (as applicable):
   1) Firing rate 2. Fuel/air ratio 3. CO2 4. CO 5. Smoke test to determine combustion efficiency

b. Adjust burner air/fuel controls as required in order to obtain proper combustion.

3. Annual Preventive Maintenance shall be completed during the month of September and shall include all of the Monthly and Semi-annual Preventive Maintenance items in sections B. I and B. 2 plus the following:

a. Secure and drain boiler.
b. Open fire side and water side.
c. Check heating surfaces and water side for corrosion, pitting, scale, blisters, bulges, soot accumulation, Calcium Oxide accumulation, Iron Oxide accumulation and other signs of deterioration. Repair as necessary per manufacturer's specifications.
d. Check refractory for cracks and other signs of deterioration.
e. Brush clean all boiler tubes.
f. Clean or replace water column sight glass.
g. Clean fire inspection glass.
h. Disassemble, clean and inspect low water cutoff controls.
i. Reassemble boiler and low water cutoff controls and install new gaskets.
j. Check blow down valve packing and lubricate.
k. Replace fuel filters. Check fuel system for leaks.
l. Replace fuel nozzles.
m. Check electrical wiring to burner controls, blower and other components.
n. Check condition of flue pipe, damper and exhaust stack, repair or replace if required.
o. Clean burner fan wheel and air damper
p. Inspect and clean oil burner gun and ignition assembly, where applicable
q. Check operation of all control switches.
r. Remove flame safeguard scanner and send to certified repair facility for cleaning, testing and calibration.
s. Check all burner linkages for wear, replace if necessary.
t. Tighten all linkage set screws.
u. Check gas valves for leakage (where test cocks are provided).
v. Perform pilot turn down test.
w. Check operation of low water cutoff and feed controls.
x. Check settings and test all operating and limit controls.
y. Refill boiler.
z. Perform hydrostatic test (to 150 psig).

aa. Test safety/relief valves after start-up (full pressure test).
ab. Have boiler certified by outside boiler contractor, with boiler open and boiler closed.

C. Air-Cooled and Water-Cooled Chillers

1. Daily Preventive Maintenance shall be completed once every business day and shall include the following:

   a. Log the chiller as specified in manufacturer recommended log form.
   b. Check unit for proper operation.
   c. Check evaporator and condenser pressures at the gauges on the unit. These pressures must be within manufacturer specifications.
   d. Visually inspect refrigerant filter. Frost formation at this filter indicates a restricted filter element.
   e. Visually inspect oil filter pressure drop. Replace oil filter if required.
   f. Review operating log.

2. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once every month and shall include the following:

   a. Check oil level, oil temperature and refrigerant charge.
   b. Check compressor for excessive noise/vibrations.
   c. Clean all water strainers in both the chilled and condensing water piping systems.
   d. Check and test run all operating and safety controls, adjust as required. Record settings.
   e. Check pressures, temperatures, voltage and amperage. Record in operator's log.
   f. Check purge system; remove water if observed in sight glass.

3. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of January and once during the month of July, and shall include the following:

   a. Take oil sample and have a full spectrum analysis done by a qualified laboratory.
   b. Check oil level and refrigerant charge.
   c. Replace the oil if the oil analysis so recommends.
   d. Check all piping and valves for leaks, adjust/repair if necessary.
   e. Lubricate all bearings and shafts.
   f. Check all electrical wiring and connections and tighten/repair if necessary.
   g. Air-cooled chillers visually inspect condenser.

4. Annual Preventive Maintenance shall be completed during the month of January and shall include the following items:

   a. Measure the compressor motor winding resistance to ground. Take

corrective actions if measurements are out of manufacturer specifications.

b. Check oil level and refrigerant charge.
c. Test for refrigerant and water leaks.
d. Test and calibrate all operating and safety controls.
e. Tighten all electrical connections to manufacturer specifications.
f. Check condition of contactor for wear and pitting, replace if necessary.
g. Tighten all starter terminals and check contacts for wear. Check and calibrate overloads. Record trip times and trip amps.
h. Check operation of unloaders.

5. Additional Preventive Maintenance items:

a. Eddy current tube analysis for wear and pitting to be performed every three (3) years on the condenser and every three (3) years on the evaporator. Performed during the month of January.

D. Heating Hot Water, Chilled Water, Steam and DX Coils

1. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of March and once during the month of October, and shall include the following:

a. Read pressure across the coil.
b. Clean the coil (brush or pressure wash), use no acid cleaners, only County approved coil cleaner.
c. Read pressure across coil. Clean again if pressure difference is not satisfactory.
d. Coils with excessive fin deterioration shall be replaced.
e. Inspect coil for leaks, repair or replace if necessary.

E. Controls - Pneumatic:

1. Semi-annual Preventive Maintenance shall be completed two (2) times per year, but not more than once every six months and shall include the following:

a. Check all thermostats for air leaks, repair per manufacturer specs.
b. Calibrate all thermostats per manufacturer specifications.
c. Check all thermostats for full range operation.
d. Check all pneumatic controllers for air leaks, repair per manufacturer specifications.
e. Calibrate all pneumatic controllers per manufacturer specifications.
f. Check all pneumatic controllers for full range operation.
g. Check all valves for air leaks, repair per manufacturer specifications.
h. Calibrate all valves per manufacturer specifications.
i. Check all valves for full range operation.
j. Check all pneumatic dampers, repair per manufacturer specifications.
k. Calibrate all pneumatic dampers per manufacturer specifications.
i. Check all dampers for full range operation.

F. Cooling Towers:

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

   a. Check oil level in gear reducer, add oil if required.
   b. Check fan, motor and belts for proper operation, take corrective actions if required.
   c. Check float valve assembly and adjust for proper operation if necessary.
   d. Check operating conditions, make adjustments if required.
   e. Check and clean intake strainer.
   f. Check tower for corrosion, take immediate action if required.

   NOTE: Acid or corrosive agent cleaning of any tower component is not permitted.

2. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of December and once during the month of June, and shall include the following:

   a. Clean debris from platform and surrounding area.
   b. Clean water sump and check condition.
   c. Clean float valve assembly and adjust for proper operation.
   d. Clean and check bleed off line and overflow.
   e. Clean tower spray nozzles and eliminators.
   f. Flush tower after cleaning.
   g. Clean tower strainers.
   h. Check sump heaters and thermostats, for calibration and operation.
   i. Fill system after-tower has been cleaned.
   j. Check system for leaks.
   k. Lubricate fan and motor bearings per manufacturer's recommendations.
   l. Check motor voltage and current.
   m. Check electrical connections, contactors, relays and operating/safety controls.
   n. Check and adjust condenser water temperature regulator system.

   NOTE: Acid or corrosive agent cleaning of any tower component is not permitted.

3. Annual Preventive Maintenance shall be completed during the month of December and shall include the following item:

   a. Change oil in gearbox.
   b. Brush clean and paint metal areas that show signs of corrosion.
   c. Replace belts if applicable.

G. Balancing Damper/Fire Dampers:

1. Quarterly Preventive Maintenance shall be completed four (4) times per year, but not more than once every quarter and shall include the following:

   a. Clean out debris/dirt blown against damper.
   b. Check all dampers, louvers and shutters for full range operation, air leaks and electrical connections, repair or replace if necessary. Lubricate all pivots and linkages. On fire dampers remove fusible link and check for full range operation.
   c. Verify operation of any smoke dampers with Fire Alarm contractor.

H. Energy/Building Management Systems

Semi-Annual Preventive Maintenance shall be completed two (2) times per year, once during the month of December and once during the month of June, and shall include the following:

- Contact County personnel.
- Review Building Management System (BMS) for critical follow-up and off-line status indications, i.e., system error encounters.
- Review System Event Log with County and discuss BMS operational concerns.
- Perform corrective procedures as appropriate to resolve situations noted in the preceding reviews.
- Provide a written report of work completed and indicate all detected deficiencies.

1. Building control unit inspection

   a. Check LED Indications to verify proper operation of BCU transmit / receive on the ARCNET LAN.
   b. Check UCM wiring trunks and check for possible Error Code Indications.
   c. Check voltage level of BCU Supercap.
   d. Cycle BCU power to initiate Self-Test Diagnostic and monitor sequencing for proper self-test displays of Error Code indications.
   e. Remove excessive dust from heat sink surfaces.
   f. Verify the proper operation of critical control processes and points associated with this unit and make adjustments if necessary.
   g. Run the BCU Mini-monitor for each BCU to check for any error statements and/or codes.

2. PCM & UPCM unit control module inspection

   a. Verify that equipment is being controlled at the appropriate values.
   b. Change one set point value, verify smooth transition and stable control at the new set point.
   c. Return set point to original value. -
   d. Repeat for each additional control loop.
   e. Verify the controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
   f. Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

3. Equipment unit control module inspection

   a. Verify that the UCM is in control at the desired value(s).
   b. Change one set point value; verify smooth transition and stable control at the new set point.
   c. Return set point to original value.
   d. Repeat for each additional control loop, if any.
   e. Verify the controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
   f. Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

4. VAV Box unit control module inspection

   a. Verify that the UCM is in stable control at the desired value(s).
   b. Where controller performance is in question, change set point value(s) and verify smooth stable control at the new value(s).
   c. Return set point(s) to original value(s).
   d. Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

   NOTE: Verify and calibrate other points associated with these units where the need for possible corrective maintenance is indicated.

I. Exhaust Fans:

1. Quarterly Preventive Maintenance shall be completed four (4) times per year, but not more than once every Three (3) months and shall include the following:

   a. Check unit for proper operation, noises/vibration.
   b. Check drive belt, adjust or replace as necessary.
   c. Lubricate fan shaft bearings.
   d. Lubricate motor bearings if applicable.
   e. Clean fan wheel and fan housing.

2. Annual Preventive Maintenance shall be completed during the month of March and shall include the following items:

   a. Check fan blade/wheel for condition, replace if necessary.
   b. Check unit for vibration and noises, repair as necessary.
   c. Check duct and flex connectors, repair/replace as necessary.
   d. Check fan dampers for proper operation, repair as necessary.
   e. Lubricate fan dampers if applicable.
   f. Check guards and make sure unit is properly secured.
   g. Check all electrical wiring for condition; replace any frayed, cracked or burned wires.
   h. Measure and record operating current and voltage.
   i. Replace belts if applicable.

J. Ice Machines:

1. Quarterly Preventive Maintenance shall be completed four (4) times per year, but not more than once per quarter and shall include the following:

   a. Clean condenser coil. Do not use acid cleaners for this purpose, only County approved coil cleaner.
   b. Clean plates with nickel safe cleaner.
   c. Clean bin and drain lines.
   d. Disassemble and clean water tube.
   e. Clean sump assembly.
   f. Check harvest time against manufacturer's specifications, diagnose and correct if necessary.
   g. Measure and record pressures and amperages.

K. Pneumatic System:

1. Weekly Preventive Maintenance shall be completed fifty two (52) times per year, but not more than once per week and shall include the following:

   a. Check air compressor(s) oil level, add if necessary. Do not use automotive type oil. Use only the equipment manufacturer's specified oil type.
   b. Drain water from air compressor tank.
   c. Check air compressor filter, clean if necessary.

2. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

   a. Check valves for leakage and proper operation, repair, adjust or replace if necessary.

3. Bi-Monthly Preventive Maintenance shall be completed six (6) times per year, but not more than once every two (2) months and shall include the following:

   a. Check refrigerated air dryer(s) for proper refrigerant charge, suction and discharge pressures and overall operation.
   b. Check refrigerated air dryer(s) for unusual vibrations, noises, misalignment, excessive end play of shafts and unbalanced moving parts.
   c. Clean condenser coil on refrigerated air dryer.
   d. Test all mechanical and electrical controls.
   e. Check all electrical wiring.

4. Quarterly Preventive Maintenance shall be completed four (4) times per year, but not more than once every quarter and shall include the following:

   a. Change air compressor(s) oil and filter (if so equipped). Do not use automotive type oil. Use only the equipment manufacturer's specified oil

type.

b. Test air compressor(s) for air leaks. Wet test.
c. Check thermostat and controllers, calibrate if necessary.
d. Check pressure switch and alternating switch in air compressor. Calibrate or replace as necessary.

5. Annual Preventive Maintenance shall be completed during the month of November and shall include the following item:

a. Replace belts on air compressors.

L. Pumps:

1. Quarterly Preventive Maintenance shall be completed four (4) times per year, but not more than once every three (3) months and shall include the following:

a. Check suction and discharge pressures. Where connections are provided. b. Check motor voltage and amperage.
c. Visually check motor and pump alignment, re-align if necessary.
d. Check motor operating conditions, check for signs of overheating, and vibrations.
e. Check for loose or frayed electrical connections.
f. Clean and check pump strainers and suction diffusers.
g. Check all valves and piping for leaks.

2. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of December and once during the month of June, and shall include the following:

a. Lubricate pump bearings per manufacturer's recommendations.
b. Lubricate motor bearings per manufacturer's recommendations.

3. Annual Preventive Maintenance shall be completed during the month of November and shall include the following items:

a. Inspect mechanical seals &packing, replace and adjust as required.
b. Tighten all nuts and bolts, check motor mounts and vibration pads, replace and adjust if necessary.
c. Check motor and pump alignment, re-align if necessary. -
d. Operate pump and check efficiency.

M. Pumps - Sump/Pit/Condensate Return:

1. Monthly Preventive Maintenance shall be completed once per month during the heating season and shall include the following:

a. Lubricate shaft and motor bearings.
b. Lubricate float slide mechanism if applicable.
c. Check for leaks and excessive vibrations, repair if required.

2. Annual Preventive Maintenance shall be completed during the month of September and shall include the following items:

   a. Remove pump assembly from pit.
   b. Clean pit.
   c. Disassemble pump and clean.
   d. Inspect pump components.
   e. Replace bearings, seals, packing, impeller and or shaft if necessary.
   f. Reassemble pump and install in pit.
   g. Run pump and test for proper operation.

N. Reciprocating Equipment:

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

   a. Check and adjust operating and safety controls.
   b. Check operation of crankcase heater.
   c. Check compressor oil level, add as required.
   d. Check general operation of the control circuits.
   e. Check water/air flow of evaporator and condenser.
   f. Check operation of all motors and starters.
   g. Check compressor oil level, add if necessary.
   h. Lubricate motor bearings in open compressors.
   i. Check motor to compressor coupling, replace if necessary.
   j. Check all safety controls for adequate operation.
   k. Check unloaders for proper operation.
   l. Replace any components that show signs of corrosion.

2. Annual Preventive Maintenance shall be completed during the month of February and shall include the following items:

   a. Check unit thoroughly for refrigerant leaks, correct as necessary.
   b. Check and calibrate safety and operating controls,
   c. Meg test compressor motor.
   d. Check and tighten all electrical connections and check contacts for wear.
   e. Tighten motor terminals and control panel terminals.
   f. Check external interlocks, flow switches, pumps and fans.
   g. Clean condenser tubes, use nylon brush. Do not use acid.
   h. Check compressor vibration eliminators for condition, replace if required.
   i. Clean and flush water cooling system if applicable.
   j. Change oil and filter if applicable.
   k. Check all mechanical connections tighten to manufacturer's specifications.
   l. Check operation of bypass valve or unloader.
   m. Test operation of safety cutouts; high pressure, low pressure, freeze and oil temperature, calibrate to manufacturer's specifications.
   n. Check all wiring for signs of deterioration due to heating or defective insulation, replace if necessary.

o. Check operating voltages and currents.
p. Check starter for proper operation, check for signs of wear, pitting, arcing, replace if necessary.
q. Check refrigerant charge.
r. Check suction and discharge pressures.
s. Check reversing valve for proper seating.

3. Additional Preventive Maintenance items:

a. Eddy current tube analysis for wear and pitting to be performed every three (3) years on the condenser and every five (5) years on the evaporator. Performed during the month of March.
b. Oil sample for analysis of wear metals, acid content and moisture, is to be performed two times a year, once in March and once in September.

O. Steam system:

1. Daily Preventive Maintenance shall be completed once every business day and shall include the following:

a. Check water softener valve operation.
b. Check feed water pump mechanical seals.
c. Perform chemical test on boiler.
d. Blow boiler down as necessary.

2. Monthly Preventive Maintenance shall be completed once per month during system operation, but not more than once per month and shall include the following:

a. Check traps and strainers for dirt. Check for proper operation. Check proper seating of float control. Check temperature with infrared sensor to +/-5 degrees Fahrenheit of manufacturer's specifications.
b. Check operation of steam valves and regulators and check system for Steam leaks. Take corrective action if necessary. Follow manufacturer's repair specifications.
c. Check water softener valve operation.
d. Lubricate condensate pump bearings as per manufacturer's recommendations.
e. Check packing and seating in control valves and hand valves.
f. Check piping and pipe lagging.
g. Note: Feed water pump mechanical seals must, be visually inspected on a daily basis.

3. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of March and once during the month of September, and shall include the following:

a. Disassemble and clean feed water pumps per Schaub Bulletin 7-I 215.

4. Annual Preventive Maintenance shall be completed during the month of September and shall include the following items:

   a. Remove and clean condensate pit pumps. See section "PUMPS-SUMP/PIT/CONDENSATE RETURN" for details.
   b. Clean pits.
   c. Disassemble and clean heat exchangers.
   d. Check circulator pumps, check amperage against manufacturer's specifications, check impeller for excessive wear. e. Clean strainers.

P. Unitary Equipment:

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

   a. Record temperatures, pressures, voltages and amperages, etc. in operator's log.
   b. Check and adjust operating and safety controls.
   c. Check operation of crankcase heater.
   d. Check oil level and add oil as required. e. Check operation of control circuit.
   f. Replace air filters.
   g. Check operation of motor and starter contactor.
   h. Check heating controls.
   i. Check gas burner or heating element operation.
   j. Check belt alignment and tension, adjust or replace as necessary.
   k. Check condensate pump.
   l. Check condensate drain pan safety switch.
   m. Check humidity control on units so equipped.
   n. Check outside air grills, if applicable

2. Annual Preventive Maintenance shall be completed during the month of October and shall include the following items:

   a. Check unit thoroughly for refrigerant leaks.
   b. Check and calibrate safety controls and overloads.
   c. Meg test compressor motor and record readings.
   d. Check main contactor, tighten all contactor terminals and check contacts for wear.
   e. Check oil level in compressor (where applicable).
   f. Tighten motor terminals and control panel terminals.
   g. Check external interlocks.
   h. Take oil sample (where applicable).
   i. Lubricate fan bearings.
   j. Replace belts.
   k. Check damper operation, lubricate and adjust as necessary.
   l. On units with Gas Heat option:
      1) Check operation and calibration of gas components.
      2) Check burner sequence of operation.

3) Clean and check combustion blower.
4) Check combustion efficiency.
5) Inspect heat exchanger.
6) Check and calibrate operating controls.

m. On units with Electric Heat option:
1) Inspect electrical connections and contactors.
2) Check and calibrate all operating and safety controls.

n. On units with Water/Steam Heat option:
1) Inspect control valves and traps.
2) Check and calibrate all operating and safety controls.

Q. VAV Boxes:

1. Semi-Annual Preventive Maintenance shall be complete two (2) times per year, once during the month of April and once during the month of November and shall include the following items:

a. Check that pneumatic tubing/electrical connections are in place and tight.
b. Tighten arm on motor output shaft.
c. Cycle actuator and check box for proper operation.
d. Lubricate actuator linkage and damper pivot points.
e. Check boxes for loose duct connections.
f. Check mechanical arms for proper operation.
g. Check operation of heat strips where applicable
h. On all DDCVAV boxes, test cycle, through the BMS and observe physically all operational functions.

R. Water Treatment:

1. Condenser Water (Cooling Tower -Open System)

a. Bi-Weekly Preventive Maintenance shall be completed twenty six (26) times per year but not more than once every two weeks and shall include the following item:
1) Check chemicals in feed tank, add or adjust concentration if necessary.

b. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:
1) Check chemicals in feed tank and add or adjust as necessary.
2) Check dissolved solids contents in water.
3) Check PH of water being treated.
4) Check bleed rate.
5) Check chemical content in system being treated.
6) Check for algae.

c. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of March and once during the month of

September, and shall include the following:

1) Clean chemical feed pump section strainer,
2) Disassemble and clean bleed line strainer.
3) Disassemble and clean flow through sensor.
4) Disassemble and clean solution bleed valve.
5) Disassemble and clean check valve assembly.

2. Chilled/Hot Water (Closed Loop System)

a. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

1) Check chemical contents in system being treated, add chemicals as necessary.

3. Steam Boiler System

a. Daily Preventive Maintenance shall be completed once every business day and shall include the following:

1) Test water hardness and note readings in operator's log.
2) Check dissolved solids in water and note readings in operator's log.
3) Check condensate return water for protective chemical level and note readings in operator's log.
4) Check other treatment chemicals in boiler for adequate levels and note readings in operator's log.

S. Water Valves:

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

a. Check for proper operation and leaks, repair or replace as necessary.

T. Variable Speed Drives:

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

a. Check all wiring connections, tighten and repair if necessary.
b. Verify cooling system is operating properly (refrigerant, water, and fan), make repairs as necessary.
c. Check voltage and amperage, insure VSD is operating within correct frequencies.

U. Fan Terminal Boxes

1. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of March and once during the month of September, and shall include the following:

a. Check that electrical connections are in place and tight.
b. Tighten arm on motor output shaft.
c. Cycle actuator and check box for proper operation.
d. Lubricate actuator linkage and damper pivot points.
e. Check boxes for loose duct connections.
f. Check mechanical arms for proper operation.
g. Check operation of heat strips where applicable
h. On all DDCVAV boxes, test cycle, through the BMS and observe physically all operational functions.

V. Condensing Units and Heat Pumps

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

a. Check unit and refrigerant piping for leaks, re-charge if necessary.
b. Check that all air intakes and passage ways for units are clear of debris.
c. Check voltage and amps.

2. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of March and once during the month of September, and shall include the following:

a. Wash condenser fans with low pressure hose and cleaning agent approved by the COUNTY.
b. Remove fan/motor assembly, check all motor connections, and tighten if necessary.
c. Remove any debris inside unit.

W. Chilled Water/Heating Hot Water/Steam/DX Piping

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

a. Inspect piping in mechanical rooms for any leaks (water and refrigerant), repair if necessary.
b. Inspect all piping insulation for piping systems.
c. Report to COUNTY attention any chilled/hot water, steam and refrigerant system lines that may need insulation repairs.

X. Ductwork (Sheet Metal/Fiberglass/Plex)

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

a. Inspect ductwork in mechanical rooms and yards for any leaks.
b. Inspect all ductwork insulation; repair any insulation that has been damaged due to water intrusion/saturation.

Y. Diffusers, Grills, Registers, Louvers

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

   a. Inspect for corrosion and damage.
   b. Inspect exterior louvers for blockage, clean as necessary.

Z. Additional Services:

1. Painting of Equipment/Components/Equipment Supports

   a. Contractor is responsible for painting of equipment, its components and supporting structures when required, so corrosion is minimized.
   b. Contractor is responsible for replacement of equipment panels/enclosures which have excessive corrosion.

HVAC Equipment List

FACILITY ID	FACILITY NAME
2445	Administrative Services Center

200 County Home Rd
Sanford, FL 32773
Year Built: 1985
Sq ft: 9968

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU #1	Carrier	40RMQ012-B600HC	1798F38510		2nd Fl Mech Rm	1998		None	None				5 years	Yes	No
CDU #1	Carrier	38AQS012-500	0398F17628	10	Ground Side Lot	1998		None	None				5 years	No	No
AHU #2	Carrier	40RMQ012-B600HC	4698F83519		2nd Fl Mech Rm	1998		None	None				5 years	Yes	No
CDU #2	Carrier	38AQS012-500	3998F73550	10	Ground Side Lot	1998		Fin Damage & Dirty Coil	Fix Fins and Clean	$250			5 years	No	No
AHU #3	Carrier	40RMQ016-B600HC	2599F28739		1st Fl Wellness Ctr	1999		None	None				6 years	Yes	No
CDU #3	Carrier	38AQS016-530	2299F23554	15	Ground Side Lot	1999		Dirty Coil	Clean	$150			5 years	No	No
AHU #4	Carrier	FB4ANF024	3101A68850		1st Fl Comp Rm	2001		Dirty Filter	Clean				9 years	No	No
CDU #4	Bryant	561CJ024E	4901E11601	2	Ground Back Side	2001		Dirty Coil	Clean	$150			9 years	No	No
AHU #5	Lennox	CBS18-41-3P	5188E68742		1st Fl Phone Rm	1988		Pan Full of Water Flow Switch Has Unit Off	Fix Water Leak or Replace Unit		$1,640	$2,460	1 year	No	No
CDU #5	Lennox	HS16-411U-4P	5188E01337	4	Ground Back Side	1988		Past ASHRAE Service Life	Replace		$2,151	$3,300	1 year	No	No
Exhaust Fan	Greenheck	GB-10-4X-0D-2A	66000457	1/4	Restroom Roof	1986		Past ASHRAE Service Life	Replace		$1,675		1 year	No	No
AHU	Lennox	CH18-65-1	5484K07721		Wellness Ceiling	1984		Power to unit is off	Check Out way		$1,630	$2,445	0	No	No
CDU	Lennox	N/A	N/A	1 1/2	Ground Back Side	1984		Power to unit is off	Check Out Way		$800	$1,400	0	No	No
Exhaust Fan-1	N/A	N/A	N/A	N/A	Wellness Back Hallway	1984		None	None				2 years	No	No

FACILITY ID	FACILITY NAME
2487	Animal Control Facility

232 Bush Blvd. N.
Sanford, FL
Year Built: 1989
Sq ft: 23514

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU-1	Trane	2TTB0060A1000AA	23124K23F	5	Back Of Admin	2002		Dirty coil	Clean	$250			10 years	No	No
AHU-1	Trane	TWE060C15FDO	2322LY01V		Admin Mech Rm	2002		None	None				10 years	No	No
CDU-2	Trane	2TTB0060A1000AA	23035F83F	5	Back Of Admin	2002		Dirty coil	Clean	$250			10 years	No	No
AHU-2	Trane	TWE060C15FDO	2322LYX1V		Admin Mech Rm	2002		None	None				10 years	No	No
WPU-1	Bard	WA372-A00	225J031033950-02	3	Cat Adoption	2002		None	None				10 years	Yes	No
WPU-2	Bard	WA372-A00	225D062179547-02	3	Cat Adoption	2002		None	None				10 years	Yes	No
Ice Machine	Manitowoc	QD0322A	10164125	1 1/2	Chicken Coop	2001		None	None				5 years	No	No
Ice Machine	Ice-O-Matic	ICE0400FA3	70712800 12614		Chicken Coop	2007		None	None				10 years	No	No
Exhaust Fans (18)	N/A	N/A	N/A	1/2	Kennels Areas	1988		Dirty	Clean	$4,000			1 year	No	No
Tube Heat (12)	Co-Ray-Vac	CRV-B2	00-002-020-0006	240	Kennels Areas	1988		No power due to fire					1 year	No	No
Vacuum Pump (3)	Co-Ray-Vac	EP100/200/AB200	9607-001-0101		Kennels Areas	1988		No power due to fire	Replace		$15,490		1 year	No	No
Exhaust 1 of 2	Greenheck	SP-27	23055	1/2	Admin Bldg Staff Bathrooms	1988		Past ASHRAE service life	Replace		$720		1 year	No	No
Exhaust 1 of 2	N/A	N/A	N/A	N/A	Admin Bldg Public Bathrooms	1988		Past ASHRAE service life, 1 of 2 does not work	Replace		$720		1 year	No	No
Crematorium Freezer															

FACILITY ID	FACILITY NAME
8025	Central Transfer Station-Scale House

1950 St. Rd. 419
Longwood, FL

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Magicaire	60BVXBVW	910419464		Mech Room	1991		Past ASHRAE service life	Replace		$1,750		1 year	Yes	No
CDU	Snyder General	YC060G	H891414974	5	Rear of Scale House	1989		Past ASHRAE service life	Replace		$3,480	$4,950	1 year	No	No

FACILITY ID	FACILITY NAME
8025	Central Transfer Station / Admin Bldg.

1950 St. Rd.419
Longwood, FL
Year Built: 1992

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Carrier	39LA15GA-BX-BBE-A9	2902F67225		Lower Mech Room	2002		None	None				10 years	Yes	Yes
CDU	Carrier	38AH-034-610AC	2502F62282	30	Ground On Hill	2002		Dirty coil	Clean	$300			10 years	Yes	Yes
PRV-1	Penn	CB18	T1	1/4	Roof	1992		Fan not running	Replace		$960		1 year	No	No
PRV-2	Penn	RB30	T2	3	Roof	1992		Fan not running	Replace		$3,355		1 year	No	No
PRV-3	Penn	AB20	T3	1/3	Roof	1992		Fan not running	Replace		$1,030		1 year	No	No
Ice Machine	Hoshizaki	KM-500MAF	KO7544L	2	Lower Mech Room	2001		None	None				5 years	No	No
Propeller Fan	Penn	BCH42	146284	3	Left Transfer Bay Tunnel	1992		None	None				5 years	No	No
Propeller Fan	Penn	BCH42	146284	3	Left Transfer Bay Tunnel	1992		None	None				5 years	No	No
Propeller Fan	Penn	BCH42	146284	3	Left Transfer Bay Tunnel	1992		None	None				5 years	No	No
Propeller Fan	Penn	BCH42	146284	3	Left Transfer Bay Tunnel	1992		None	None				5 years	No	No
Vane Axial Fan	Aerobent	38W729-VW-1750-20	910166-002	2	Right Transfer Bay Tunnel	1992		None	None				10 years	No	No
Vane Axial Fan	Aerobent	38W729-VW-1750-20	910600-001	2	Right Transfer Bay Tunnel	1992		None	None				10 years	No	No
Vane Axial Fan	Aerobent	38W729-VW-1750-20	9101600-002	2	Right Transfer Bay Tunnel	1992		None	None				10 years	No	No
Vane Axial Fan	Aerobent	38W729-VW-1750-20	N/A	2	Right Transfer Bay Tunnel	1992		None	None				10 years	No	No

FACILITY ID	FACILITY NAME
8025	Central Transfer Station / Maintenance Bldg.

1950 St. Rd.419
Longwood, FL
Year Built: 1992

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Exhaust Fan 1 of 2	Greenheck	RDU-36-618-B30-X	07B03302	N/A	Maintenance Bldg Roof	2007	[illegible]	None	None				20 years	No	No
Exhaust Fan 1 of 2	Greenheck	RDU-30-422-B10-X	07D03300	N/A	Maintenance Bldg Roof	2007	[illegible]	None	None				20 years	No	No

FACILITY ID	FACILITY NAME
8103	Chuluota Wilderness Caretaker House

3895 Curryville Rd
Oviedo, FL 32766

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU	Carrier	38BYC024340	3502E05228	2	Chuluota Caretaker house	2002		NONE	NONE				8 yrs	NO	NO
AHU	Carrier	FC4BNF030	4102A70627		Chuluota Caretaker house	2002		NONE	NONE				8 yrs	NO	NO

FACILITY ID	FACILITY NAME
2476	Civil Courthouse Building

301 Park Ave. North
Sanford FL
Year Built: 1973
Sq ft: 99000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Chiller 1	Trane	RTHA215FCPOLDOC3LF2LFNN00G	U91L06802	215	1st Fl Mech Rm	1991		None	None				7 years	No	Yes
Chiller 2	Trane	RTHA215FCPOLDOC3LF2LFNN00G	U91L06801	215	1st Fl Mech Rm	1991		None	None				7 years	No	Yes
Cooling Tower 1	Marley	XM256TLFP8837	535252		North Tower Penthouse	1991		Rusty motor, scale buildup	Clean or replace		$42,070		2 years	No	Yes
Cooling Tower 2	Marley	XM256TLFP8837	535252		North Tower Penthouse	1991		Rusty motor, scale buildup	Clean or replace		$42,070		2 years	No	Yes
Boiler	Weil-McLain	BG1394WS		4200	1st Fl Mech Room	1997		None	None				20 years	No	No
CWP #1	Weinman	4L2-000P14G4	182545-2	720	1st Fl Mech Room	1991		None	None				3 years	No	No
CWP #2	Weinman	4L2-000P14G4	182545-1	720	1st Fl Mech Room	1991		None	None				3 years	No	No
CHWP #1	N/A	N/A	N/A		1st Fl Mech Room	N/A		None	None				5 years	No	No
CHWP #2	N/A	N/A	N/A		1st Fl Mech Room	N/A		None	None				5 years	No	No
HWP #1	PACO	29-40111-145001-06	H24625 A		1st Fl Mech Room	N/A		Corroded	Replace		$8,952		1 year	No	No
HWP #2	PACO	29-40111-145001-06	H24625 B		1st Fl Mech Room	N/A		Leaks oil	Replace		$8,952		1 year	No	No
Air Compressor 1	Kellogg	332TVX	71330		1st Fl Mech Room	N/A		None	None				5 years	No	No
Air Compressor 2	Devilbiss	H4943	418905		1st Fl Mech Room	N/A		None	None				5 years	No	No
AHU 1	Trane	M-25	K1F201113		South Tower 2nd Fl Mechanical Room	1975		Past ASHRAE service life	Replace		$25,225		1 year	Yes	Yes
AHU 2	Trane	M-14	K1G201118		South Tower 2nd Fl Mechanical Room	1975		Past ASHRAE service life	Replace		$19,675		1 year	Yes	Yes
AHU 3	Trane	M-25	K1F201114		South Tower 3rd Fl Mechanical Room	1975		Past ASHRAE service life	Replace		$25,225		1 year	Yes	Yes
AHU 4	Trane	M-10	K1G201119		South Tower 3rd Fl Mechanical Room	1975		Past ASHRAE service life	Replace		$17,200		1 year	Yes	Yes
AHU 5	Trane	M-17	K1F201115		South Tower 3rd Fl Mechanical Room	1975		Past ASHRAE service life	Replace		$20,850		1 year	Yes	Yes
AHU 6	Trane	L-8	K1F201116		South Tower 1st Fl Hallway Ceiling	1975		Past ASHRAE service life	Replace		$15,670		1 year	Yes	Yes
AHU 7	Trane	M-12	K1F201117		South Tower 2nd Fl Hallway	1975		Past ASHRAE service life	Replace		$17,850		1 year	Yes	Yes
AHU 8	Trane	83	K1H201265		North Penthouse	1975		Past ASHRAE service life	Replace		$37,648		1 year	Yes	Yes
AHU 9	Liebert	FH125A-A01	103324B		1st Fl North	1985		Past ASHRAE service life	Replace		$18,060		2 years	No	No
CDU 9	Trane	CAUD-C154-B	T98F13429	10	Northeast Ground	1998		Dirty Coil	Clean	$400			5 years	No	No
AHU 10	Payne	PF1MNA024	2398A9272		South Tower Mechanical Com Room	1998		None	None				5 years	No	No
CDU 10	Payne	PA10J024A	3098E21100	2	South Tower Mechanical Room	1998		Dirty coil	Clean	$400			5 years	No	No
AHU 1	Goodman	ARUF30301BA	6060 37953		North Tower Penthouse Com Room	2006		None	None				13 years	No	No
CDU 1	Goodman	GSC130301AA	6067 88733	2 1/2	North Tower Penthouse	2006		None	None				13 years	No	No
AHU 2	Carrier	FB4ANF060	3200A73968		North Tower Elevator Room	2000		None	None				7 years	No	No

FACILITY ID	FACILITY NAME
2476	Civil Courthouse Building

301 Park Ave. North
Sanford FL
Year Built: 1973
Sq ft: 99000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU 2	Carrier	38CK060300	1880E27383	5	North Tower Roof	2000		Suction line not insulated	Insulate	$250			7 years	No	No
AHU 3	Carrier	FB4AN036	3010A56244		South Tower Penthouse	2000		Unit not cooling	Check freon	$400			7 years	No	No
CDU 3	Carrier	38CK036340	2500E1495	3	South Tower Roof	2000		Bad condenser motor	Fix or replace		$2,260	$3,030	7 years	No	No
Exhaust Fans (8)	Sound Air	N/A	N/A	4	Roof	1975		Past ASHRAE service life	Replace		$11,800		0	No	No

FACILITY ID	FACILITY NAME
3115	Tax Collector - West Branch
995 SR 434	
Longwood, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
RTU 1	Carrier	50DP01250	U896828	10	Roof	1989		Dirty Coil	Clean	$400			2yr's	Yes	No
RTU 2	Trane	TCC060F300BA	K261R3W2H	5	Roof	1995		None	None				4yr's	Yes	No

FACILITY ID	FACILITY NAME
2454	Clerk of the Court - West Branch

995 SR 434
Longwood, FL

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 1	Trane	TWG060A150B1	4491L8Y6V		In Ceiling	2004		None	None				12yr's	No	No
CDU 1	Carrier	TTR060C100A2	L104TM7BF	5	On Roof	1996		None	None				3yr's	No	No
AHU 2	Carrier	40QH048300	T301919		In Ceiling	2001		None	None				7yr's	No	No
CDU 2	Carrier	38EC148300	X308886	4	On Roof	1986		Past ASHRAE Service Life	Replace		$3,080	$5,560	1yr	No	No

FACILITY ID	FACILITY NAME
8029	Clerk of the Court - East Branch

384 Wilshire Blvd
Casselberry, FL

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 4	Tempstar	NBA3024SKAI	L881488826		CLERK OFFICE CEILING	1989		PAST ASHRAE SERVICE LIFE	REPLACE		$1,500		1YR	NO	NO
CDU 4	Whirlpool	H21B243ABCA	30286329653	2	OUTSIDE BACK WALL OF BLDG.	1989		PAST ASHRAE SERVICE LIFE	REPLACE		$2,216	$3,630	1YR	NO	NO
AHU 5	Tempstar	NBA30305KAI	L881358546		CLERK OFFICE CEILING	1989		PAST ASHRAE SERVICE LIFE	REPLACE		$2,400		1YR	NO	NO
CDU 5	DUCANE	ACI0B30-A	4592290347	2 1/2	OUTSIDE BACK WALL OF BLDG.	2003		NONE	NONE				11YR'S	NO	NO
AHU 6	Goodman	A60-01	870400138		CLERK OFFICE CEILING	1987		PAST ASHRAE SERVICE LIFE	REPLACE		$2,850		1YR	NO	NO
CDU 6	DUCANE	2AC13L60P-1B	662551303650	5	OUTSIDE BACK WALL OF BLDG.	2007		NONE	NONE				14 YRS	NO	NO

FACILITY ID	FACILITY NAME
8026	Tax Collector - West Branch

384 Wilshire Blvd
Casselberry, FL

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 1	Tempstar	BCM060XKA1	L881091156		TAG OFFICE CEILING	1989		PAST ASHRAE SERVICE LIFE	REPLACE		$3,650		1YR	NO	NO
CDU 1	Payne	PA10JA048A	4699E04832	4	OUTSIDE BACK WALL OF BLDG.	1999		NONE	NONE				7YR'S	NO	NO
AHU 2	GOODMAN	ARUF036-00A-1A	501600786		TAG OFFICE CEILING	2005		NONE	NONE				13YR'S	NO	NO
CDU 2	GOODMAN	CKL3L-1L	508263714	3	OUTSIDE BACK WALL OF BLDG.	2005		NONE	NONE				13YR'S	NO	NO
AHU 3	Luxaire	C+HC024SA	ECXS175709		HALL WAY BACK OF BLDG.	2002		NONE	NONE				10YR'S	NO	NO
CDU 3	Bryant	590ANX024000AAAA	2490E20666	2	OUTSIDE BACK WALL OF BLDG.	1990		PAST ASHRAE SERVICE LIFE	REPLACE		$2,216	$3,630	1YR	NO	NO

FACILITY ID	FACILITY NAME
2442	Co-op Extension Center - Extension Admin Office

240/250 County Home Rd
Sanford FL 32773
Year Built: 1979
Sq ft: 7894

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Carrier	40RMQ016-B600HC	4998F86427		Coop Mech Rm	1998		Outside Air Blocked off	Remove Cardboard				5yr's	Yes	No
CDU	Carrier	38AQS016-500	5098F88379	15	Ground Coop	1998		Fin Damage Dirty Coil	Fix & Clean	$250			4ys	No	No
Exhaust Fan	N/A	N/A	N/A	N/A	Coop Roof	1988		Fan needs belt. FAN past ASHRAE service life	Replace Fan		$1,720		1yr	No	No

FACILITY ID	FACILITY NAME
2442	Co-op Extension Center - Auditorium

240/250 County Home Rd
Sanford FL 32773
Year Built: 1979
Sq ft: 7894

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Carrier	40RMQS016-B600HC	5096F88081		Auditorium Mech	1998		None	None				5yr's	Yes	No
CDU	Carrier	38AQS016-500	2498F49514	15	Ground Auditorium	1998		Plants Around C/U	Trim Back Plants				4ys	No	No
Exhaust Fan	N/A	N/A	N/A	N/A	Auditorium Roof	1988		Fan won't run FAN past ASHRAE service life	Replace Fan		$1,720		1yr	No	No
Ice Machine	Manitowoc	QD0282A	10362276	1	Auditorium Outside	2001		None	None				5yr's	No	No

FACILITY ID 8014 1120 Wailua Ln. Lake Mary, FL 32746	FACILITY NAME WTP Greenwood Lakes Reuse														
Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU	Trane	2TWR1060A1000AB	5102TG81F	5		3/2005		NONE	NONE				12yr's	No	No
AHU	Trane	TWE060C15FD0	50924592V					NONE	NONE				12yr's	No	No

FACILITY ID	FACILITY NAME
3602	Traffic Engineering - Paint Storage

140 Bush Loop
Sanford, FL 32773
Year Built: 1970
Sq ft: 8070

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Ductless Wall Unit	Fujitsu	ASU18CL	DCA004749		Face Room	2004		None	None				11 years	No	No
CDU	Fujitsu	AOU18CL	DCN005570	1 1/2	Transmitter Tower Area	2004		None	None				11 years	No	No

FACILITY ID	FACILITY NAME
8023	Transmitter Bldg.-Altamonte Springs

175 Newbury Ave.
Altamonte Springs, FL 32701
Year Built: 1990
Sq. ft.: 198

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU 1	Bard	24WA2	62K82289184	2	OUT SIDE N. WALL	1989		REACHED ASHRAE SERVICE LIFE	REPLACE		$2,890		0 YRS	YES	NO
WPU 2	Bard	24WA2	62K82289191	2	OUT SIDE N. WALL	1989		REACHED ASHRAE SERVICE LIFE	REPLACE		$2,890		0 YRS	YES	NO

FACILITY ID	FACILITY NAME
3247	Transmitter Bldg.-Chuluota
1301 Tropical Ave.	
Oviedo, FL. 32766	
Year Built: 1995	
Sq ft: 280	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU 1	Liebert	ET060-PFO	349041-006	5	wall	1990		dirty	clean	$250			2yr's	none	n/a
WPU 2	Liebert	ET060-PFO	349041-005	5	wall	1990		dirty	clean	$250			2yr's	none	n/a
WPU 3	Liebert	ET060-PFO	349041-002	5	wall	1990		dirty	clean	$250			2yr's	yes	n/a

FACILITY ID	FACILITY NAME
3246	Transmitter Bldg.-Dike Road

3574 Dike Rd.
Oviedo, FL. 32765
Year Built: 2000
Sq ft: 315

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU 1	Comfort Aire	W36CF10B1F00A	99B-P5226651	3	Out side of bldg. wall mount	1999		Dirty	Clean coil	$250			5yr's	yes	no

FACILITY ID	FACILITY NAME
2492	Transmitter Bldg.-Five Points

144 Bush Loop
Sanford, FL. 32773
Year Built: 1995
Sq ft: 640

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU 1	Comfort Aire	W60C500B1F00A	97C-P30226H	5	Outside S.-Wall	1997		Dirty Coil	Clean	$150			5yrs	Yes	No
WPU 2	Comfort Aire	W60C500B1F00A	98B-P30277H	5	Outside W.-Wall	1998		Dirty Coil	Clean	$150			5yrs	Yes	No
WPU 3	Comfort Aire	W60C500B1F00A	98B-P302275H	5	Outside W.-Wall	1998		Dirty Coil	Clean	$150			5yrs	Yes	No
WPU 4	Comfort Aire	W60C500B1F00A	97-CP30225H	5	Outside N.-Wall	1997		Dirty Coil	Clean	$150			5yrs	Yes	No

FACILITY ID	FACILITY NAME
3284	Transmitter Bldg.-Geneva

2nd Street
Geneva, FL 32732
Year Built: 1995

Sq. ft. : 300

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU 1	Liebert	ET060A-PFD	349041-004	5	Exterior Wall	1990		Dirty coil	Clean				1 year	No	No
WPU 2	Liebert	ET060A-PFD	349041-003	5	Exterior Wall	1990		Dirty coil	Clean				1 year	No	No
WPU 3	Liebert	ET060A-PFD	349041-001	5	Exterior Wall	1990		Dirty coil	Clean				1 year	Yes	No

FACILITY ID	FACILITY NAME
8115	Transmitter Bldg - Oviedo

420 Alexandria Blvd.
Oviedo, FL 32773
Year Built: 2002
Sq. ft. : 384

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
PKG 1	Bard	X-WA701B09EPD053	187B011589435-02	3	Out side front of Bulg.	2002		none	none				9yr's	yes	no
PKG 2	Bard	W-WA701B09EPD053	187B011589430-02	3	Out side back of Bulg.	2002		none	none				9yr's	yes	no

FACILITY ID	FACILITY NAME
8022	Transmitter Bldg.-Paola

4905 Wayside Dr.
Sanford, FL 32771
Year Built: 2006
Sq. ft. : 288

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Package Unit	Carrier	50ZP-030-301	2197G41359	2 1/2	EAST SIDE OF BLDG	1997		DIRTY	CLEAN COIL & SERVICE	$250			3YR	NO	NO
PWU-1	BARD	WL602-A05XWXXXJ	153M041965256-02	5	NORTH SIDE OF BLDG	2002		NONE	NONE				10YR	YES	NO
PWU-2	BARD	WA602-A05XWXXXJ	152F052037288-02	5	NORTH SIDE OF BLDG	2002		NONE	NONE				10YR	YES	NO

FACILITY ID	FACILITY NAME
2494	Transmitter Bldg.-Sabal Point

930 Wekiva Spr. Rd
Longwood, FL 32779
Year Built: 1995
Sq ft: 144

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Armstrong Air	BCS2M24C00NA1P-1	6007D27329		Inside Bldg. Back Wall	2007		None					14 years	No	No
C/U-1	Armstrong Air	2SCU13LE124P-1	1606B20771	2	Outside Front of Bldg.	2007		None					14 years	No	No

FACILITY ID	FACILITY NAME
8102	Transmitter Bldg.-Water Tower

502 SR 434
Altamonte Springs, FL

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
PKG 1	Payne	PAIZBA060000AAA	1499G42313	5	EAST SIDE OF BULG.	1999	YELLOW	DIRTY ICED UP	CLEAN COIL CHECK REG. CHARGE	$200			3YR.	NO	NO
PKG 2	Payne	PAIZBA060000AAA	1499G42322	5	EAST SIDE OF BULG.	1999	YELLOW	DIRTY ICED UP	CLEAN COIL CHECK REG. CHARGE	$200			3YR.	NO	NO
PWU-1	BARD	WA602-A05XWXXXJ	153F052041-02	5	NORTH SIDE OF WTB	2004	GREEN	NONE	NONE				10YR.	YES	NO
PWU-2	BARD	WA602-A05XWXXXJ	1503H052043707-02	5	NORTH SIDE OF WTB	2004	GREEN	NONE	NONE				10YR.	YES	NO

FACILITY ID	FACILITY NAME
3645	Work Release Center

Bush Blvd.
Sanford, FL 32773
Year Built: 1987

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Gas Package Unit 1	Trane	YCC036F3H0BD	M143LEE1H	3	Women's Dorm	1997		Fin damage	Fix	$150			4 years	No	No
Gas Package Unit 2	Trane	YCH102C3H0AB	M45101411D	10	Main Bldg	1997		Fin damage	Fix	$150			4 years	Yes	No
Gas Package Unit 3	Trane	YCH090D3H0BE	M25101925D	7 1/2	Men's Dorm	1997		Fin damage and dirty	Fix and clean	$400			4 years	Yes	No
Kitchen Exhaust	Penn	FX14BFT	N/A	5	Roof	N/A		None	None				10 years	No	No
Kitchen Intake	Penn	N/A	N/A	5	Roof	N/A		Rusty housing	Clean and paint	$1,200			10 years	Yes	No
Ice Machine	Cornelius	IAC322	63E9641BC053	1	Kitchen	1992		Not hooked up	Hook up	$1,000			5 years	No	No
Exhaust Fan	Penn	DX13VSR	N/A	1/4	Roof	N/A		None	None				10 years	No	No
Exhaust Fan	Penn	DX13VSR-04		1/4	Roof	N/A		None	None				10 years	No	No

FACILITY ID	FACILITY NAME
8121	WTP - Apple Valley

190 1/2 Hillcrest St
Altamonte Springs, FL 32714

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Bard Unit	Bard	WA121-A0BXXXE	158A021699905-01	1	W.T.P. Apple Valley	2001		NONE	NONE				7 years		

FACILITY ID	FACILITY NAME
8013	WTP - Country Club

229 Silk Bay Place
Lake Mary, FL 32746

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Bard Unit	Bard	WA242-A08	140J021747799-02	2	W.T.P. Country Club	2002		NONE	NONE				8 years		

FACILITY ID	FACILITY NAME
8014	WTP Greenwood Lakes

505 Wexdon Ct
Lake Mary, FL 32746
Year Built: 1976
Sq ft: 1344

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Ductless A/C Unit	Fujitsu	ASU24CL	DDA009540	2	Office/Com.-Room	2007		Leaks Water	Fix Leak	$250			15yr's	No	No
C/U	Fujitsu	A0U24CL	DDN009540	2	Outside Com.-Room	2007		None	None				15yr's	No	No
Exh.-Fan	Dayton	9K965	N/A	1/20	Acid Bldg.	1998		Dirty	Clean	$150			5yr's	No	No
Exh.-Fan	Dayton	9K965	N/A	1/20	Acid Bldg.	1998		Don't Work	Replace		$1,590		0yr's	No	No
Exh.-Fan	Dayton	4C36213	07F96-961740	1/4	Chlorine-Room	1996		No Power	Find Power Feed				5yr's	No	No

FACILITY ID	FACILITY NAME
8073	Traffic Engineering - Fabrication Shed/Sign Shop

138 Bush Loop
Sanford, FL 32773
Year Built: 1985
Sq ft: 1335

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Advanced Distibuter Products	RCME36230S002	7107M01942		Back of Shop	2007		None	None				15 years	No	No
CDU	Ducane	2AC13L30P-28	4608BU5687	2 1/2	Back of Shop	2007		None	None				15 years	No	No

FACILITY ID	FACILITY NAME
2434	Traffic Engineering - Office and Shop

140 Bush Loop
Sanford, FL 32773
Year Built: 1970
Sq ft: 8070

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE090A300CA	Z213J585H		Storage Closet	2001		None	None				8 years	No	No
CDU	Trane	TWA090A300DA	Z035J95AH	7 1/2	West Side Bldg	2001		Dirty coil	Clean	$200			8 years	No	No
AHU	Trane	TWE120A300CA	Z231Y8X5H		Break Room	2001		None	None				8 years	No	No
CDU	Trane	TWA120A300DA	Z285M7RAH	10	East Side Of Bldg	2001		Dirty coil	Clean	$200			8 years	No	No

FACILITY ID	FACILITY NAME
8063	Traffic Engineering - Warehouse

140 Bush Loop
Sanford, FL 32773
Year Built: 1970
Sq ft: 8070

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Armstrong Air	BCS2M36COONA1P-1	6007E18016		Back of Warehouse	2006		None	None				15 years	No	No
CDU	Armstrong Air	2SCU13LE136P-1	1606B11562	3	Rear of Warehouse	2006		None	None				15 years	No	No
Ice Machine	Ice-O-Matic	ICE0500FA2	K217-09182-Z	1	Warehouse	2006		Dirty coil	Clean	$100			10 years	No	No
Exhaust Fan	N/A	N/A	N/A	1 1/2	Warehouse	N/A		None	None				5 years	No	No
Exhaust Fan	N/A	N/A	N/A	1 1/2	Warehouse	N/A		None	None				5 years	No	No

FACILITY ID	FACILITY NAME
2509	Sylvan Lake Park

845 Lake Markham Rd,
Sanford, FL 32771
Year Built: 1993
Sq ft: 15180

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	MCCA030BBD0BAA	K93C13434		Upstairs Mech Rm	1995		NONE	NONE				8YR'S	YES	YES
CDU	Trane	RAUCC50GEG13BF2	J92M84154	50	OuTside Mech Yard	1994		NONE	NONE				8YR'S	NO	YES
VAV-1OF-24	NVIRONMENT/	SS-9301-00119	E95267	3.00-KW	Inside Bldg	1993		NONE	NONE				5YR'S	NO	YES
PRV 1	N/A	N/A	N/A	1	Roof	1993		NONE	NONE				5YR'S	NO	N/A
Ice Machine	Hoshizaki	KM500MAE	D01412A	2	ROOM#46	2001		NONE	NONE				5YR'S	NO	NO
2-Exhaust Fans	ATTIC FAN	ASR-HP	E61959	1/2	SOCCER FIELD RESTROOMS	2005		NONE	NONE				8YR'S	NO	NO
Racquetball Court	No Fans														

FACILITY ID	FACILITY NAME
3020	Osceola Landfill - Scale House
1930 E. Osceola Rd.	
Geneva, FL 32732	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Package Unit	Bryant	N/A	N/A	N/A	Land Fill Scale House	N/A	[redacted]	Past ASHRAE Service Life	Replace		$5,400	$8,100	0 YRS		

FACILITY ID	FACILITY NAME
3599	Parks Office Five Points

121 Bush Blvd
Sanford, FL 32773

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU	Goodman	CRKJ50-1AB	9906455049	N/A	Parks Office	N/A	[redacted]	Past ASHRAE Service Life	Replace		$2,151	$3,300	1 YR		

FACILITY ID	FACILITY NAME
2459	Red Bug Lake Park

3600 Red Bug Lake Rd.
Casselberry, FL 32707
Year Built: 1975
Sq ft: 1872

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE060A300CA	Z352SY75H		Men's Rest Room	2001		none	none				8yr's	no	no
CDU	Trane	TTA060D300A1	Z323TEM3F	5	North side of bldg.	2001		Dirty	Clean Coil	$400			8yr's	no	no
Exhaust Fans	Nutone	n/a	n/a	1/6	Men's & Women's Rest room's	1998		Dirty	Clean	$400			8yr's	no	no
Ice Machine	Hoshizaki	KM500MAE	F13435H	2	Office	1999		Dirty	Clean Filter	$200			3yr's	no	no
8-Propeller Fans	Dayton	5C040G	Ref#.K55HXKRM-	1/2	Racquetball Court's	N/A		none	none				5yr's	no	no

FACILITY ID	FACILITY NAME
2433	Roads Division Admin

177 Bush Loop
Sanford, FL 32773
Year Built: 1994
Sq ft: 2704

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE090A300DA	2323XLD5H		Inside Mech Rm	2002		None	None				9 years	No	No
CDU	Trane	TWA090A300EA	250306FAD	7 1/2	Rear of Bldg	2002		Unit Off of Pad	Re-center				9 years	No	No
Exhaust Fan	Nutone	QT-150N	RL10339	1/4	Men's Restroom	2002		None	None				10 years	No	No
Exhaust Fan	N/A	N/A	N/A	1/4	Women's Restroom	2002		None	None				10 years	No	No

FACILITY ID	FACILITY NAME
2440	Roads Division Operation

177 Bush Loop
Sanford, FL 32773
Year Built: 1994
Sq ft: 3000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU-1	Bard	30WA6-A15N	A99K910695171	2 1/2	Front Of Bldg	1991		None	None				2 years	Yes	No
WPU-2	Bard	60WA-A20N	091K910692182	5	Side Of Bldg	1991		None	None				2 years	Yes	No
Exhaust Fan	AO-Smith	DE3H017N	40RA	1/4	Storage Room	2001		None	None				13 years	No	No
Exhaust Fan	Broan	N/A	N/A	1/4	Men's Restroom	N/A		None	None				5 years	No	No
Exhaust Fan	N/A	N/A	N/A	1/4	Women's Restroom	N/A		None	None				5 years	No	No

FACILITY ID	FACILITY NAME
2441	Roads Scale House Storage Building
101 Bush Loop	
Sanford, FL 32773	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE030614FB0	R503TFX2U	N/A	Roads Scale House	2000		NONE	NONE				6 YRS		
CDU	Goodman	TWR030C100A5	22721HC4F	N/A	Roads Scale house	2000		NONE	NONE				6 YRS		

FACILITY ID	FACILITY NAME
8054	Roads Maintenance, Asphalt & Drainage
183 Bush Blvd	
Sanford, FL 32773	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Bard Unit	Bard	AVP36LA1-M3-1000AJ	N/A	N/A	Roads Ashphalt	N/A	[redacted]	Past ASHRAE Service Life	Replace		$5,400	$8,100	1 YR		

FACILITY ID	FACILITY NAME
2435	Roads Team 5 Trailer

171 Bush Loop
Sanford, FL 32773

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Bard Unit	Bard	N/A	N/A	N/A	Roads team 5 Trailer	N/A	[redacted]	UNIT PASSED ASHRAE SERVICE LIFE	REPLACE UNIT		$5,400	$8,100	1 YR		
Bard Unit	Bard	N/A	N/A	N/A	Roads team 5 Trailer	N/A	[redacted]	UNIT PASSED ASHRAE SERVICE LIFE	REPLACE UNIT		$5,400	$8,100	1 YR		

FACILITY ID	FACILITY NAME
2458	Sanlando Park

401 Highland St.
Altamonte Springs, FL. 32714
Year Built: 1978
Sq ft: 2430

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Bryant	FB4ANF060	1897A17555			1997		Mold & Mildew	Cleaning	$400			4yr's	no	no
CDU-1	Bryant	661CE060A	4796E03477	5		1996		Fin Damage	Cleaning	$400			4yr's	no	no
AHU-2	Bryant	FC4BNF030	0697A17830			1997		Mold & Mildew	Cleaning	$400			4yr's	no	no
CDU-2	Bryant	663CJ024-A	0397E18830	2 1/2		1997		Fin Damage	Cleaning	$400			4yr's	no	no
Exhaust Fan		Ceiling Mount	1 Per Restroom	1	Pro Shop			Dirty	Cleaning	$200			1yr	no	no
Exhaust Fans	Dayton	5C040M	8 Units	8	Racquetball Courts			Dirty	Cleaning	$1,000			3yr	no	no
Ice Machine	Manitowoc	QD0282A	990862725	1	Pro Shop			Problems REPORTED	Cleaning	$200			2yr's	no	no

FACILITY ID	FACILITY NAME
8117	SCFD Fire Training Facility

201 Valentine Way
Longwood, FL 32750
Year Built: 1973
Sq ft: 44400

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU1-1	CARRIER	FY4ANF024	0607A75323		MECH-ROOM-127	2007		NONE	NONE				15yr's	YES	NO
C/U1-1	CARRIER	24ACA324A300	2407E43000	2	FRONT NW. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU1-2	CARRIER	FY4ANF042	2507A88458		MECH-ROOM-127	2007		NONE	NONE				15yr's	YES	NO
C/U1-2	CARRIER	24ACA342A300	2107E21510	3 1/2	FRONT NW. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU1-3	CARRIER	FY4ANF024	0607A71115		MECH-ROOM-133A	2007		NONE	NONE				15yr's	YES	NO
C/U1-3	CARRIER	24ACA324A300	2407E42935	2	FRONT NE. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU1-4	CARRIER	FY4ANF042	2507A88455		MECH-ROOM-121	2007		NONE	NONE				15yr's	YES	NO
C/U1-4	CARRIER	24ACA342A300	0907E08606	3 1/2	FRONT NW. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU1-5	CARRIER	FY4ANF048	2407A83813		MECH-ROOM-101A	2007		NONE	NONE				15yr's	YES	NO
C/U1-5	CARRIER	24ACA348A300	2407E14402	4	FRONT NE. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU1-6	CARRIER	FY4ANF036	2007A69434		CLASS ROOM SW. END OF BLDG	2007		NONE	NONE				15yr's	YES	NO
C/U1-6	CARRIER	24ACA336A300	1307E32574	3	SW. END BACK OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU1-7	CARRIER	40QNC009-3	2107Y30601		COMM. ROOM W. SIDE OF BLDG	2007		NONE	NONE				15yr's	NO	NO
C/U1-7	CARRIER	38HDV009-3	1706Y01111	1 1/2	OUTSIDE COMM. ROOM W. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU2-1	CARRIER	FY4ANF048	2407A83851		2ed FLOOR MECH-ROOM 205	2007		NONE	NONE				15yr's	YES	NO
C/U2-1	CARRIER	24ACA348A300	2207E00306	4	FRONT NE. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
OAH-1	ADDISON	VCA051C01E	70501802001	4 1/4	MECH-ROOM-101A	2007		NONE	NONE				15yr's	YES	NO
OACU-1	ADDISON	RCAO61001F	70501801001	4 1/4	FRONT NE. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
OAU-2	ADDISON	HCA051C01E	70501803001	4 1/4	2ed FLOOR MECH-ROOM-205	2007		NONE	NONE				15yr's	YES	NO
OACU-2	ADDISON	RCA061001F	70501801002	4 1/4	FRONT NE. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU-NO-TAG	INTERTHERM	B3BV-024K-AB	B3D040701333		LOGISTICS OFFICE	N/A		NONE	NONE				12yr's	NO	NO
C/UNO TAG	INTERTHERM	DS3BA-024KA	DSD050502995	2	NE-SIDE OF LOGISTICS OFFICE	N/A		NONE	NONE				12yr's	NO	NO
AHU-10	TRANE	TWE042C14FC0	5312M871V		BACK OF LOGISTICS WARE HOUSE	2005		NONE	NONE				12yr's	NO	NO
C/U-10	TRANE	2TTB0042A1000AA	5384U8F3F	3	SE-SIDE OF LOGISTICS WARE HOUSE	2005		NONE	NONE				12yr's	NO	NO
AHU-11	TRANE	TWE090A300EL	5404TWJBD		LOGISTICS WARE HOUSE E.-WALL	2005		NONE	NONE				12yr's	NO	NO
C/U-11	TRANE	TTA090A400FA	54013CUAD	7 1/2	SE-SIDE OF LOGISTICS WARE HOUSE	2005		NONE	NONE				12yr's	NO	NO
AHU-12	TRANE	TWEO9OA300EL	5405KC8BD		LOGISTICS WARE HOUSE E.-WALL	2005		NONE	NONE				12yr's	NO	NO
C/U-12	TRANE	TTA090A400FA	53830HBAD	7 1/2	SE-SIDE OF LOGISTICS WARE HOUSE	2005		COIL FIN DAMAGE-DIRTY	FIX AND CLEAN	$400			12yr's	NO	NO
AHU-NO-TAG	GOODMAN	ARUF042-00A-18	601691989		2ed FLOOR LOGISTICS CLASS ROOM	N/A		NONE	NONE				8yr's	NO	NO
C/U-NO-TAG	GOODMAN	GSC130301A-A	060249176B	3 1/2	BACK OF LOGISTICS WARE HOUSE	N/A		NONE	NONE				8yr's	NO	NO
AHU-NO-TAG	LENNOX	N/A	N/A		SHOP BACK OF LOGISTICS WARE HOUSE	1995		DIRTY	REPLACE		$1,640		1yr	NO	NO
C/U-NO-TAG	LENNOX	10HPB36-1P	5895F-13050	3	OUTSIDE EAST SIDE OF SHOP	1995		DIRTY	REPLACE UNIT WITH A/H		$2,151	$3,300	1yr	NO	NO
ICE MACHINE	HOSHIZAKI	KM-1300MAN	002161E	1	INSIDE NE WALL OF BLDG.	N/A		DIRTY FILTER'S	WASH & REPLACE	$200			6yr's	NO	NO
EXHAUST FAN'S 1 OF 3	GREENHECK	SP-B-70-QD	N/A	1/4	MEN'S & WOMEN'S REST ROOM'S	2007		NONE	NONE				20yr's	NO	NO
EXHAUST FAN 1 OF 2	GREENHECK	SP-A250-QD	10841168	1/4	OUT DOOR REST ROOM'S	2007		NONE	NONE				20yr's	NO	NO
EXHAUST FAN 1 OF 2	GREENHECK	SP-A250-QD	10841157	1/4	OUT DOOR REST ROOM'S	2007		NONE	NONE				20yr's	NO	NO

FACILITY ID	FACILITY NAME
2485	SGTV

130 San Carlos Ave
Sanford, FL

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE0606C15FD)	23315WH2V		SGTV	2002		NONE	NONE				8 YRS		
CDU	Trane	TWER060D00A2	23328EJ1F	5 Tons	SGTV	2002		NONE	NONE				8 YRS		

FACILITY ID	FACILITY NAME
8075	Sheriff's Office / Public Safety Building

100/150 Bush Blvd.
Sanford, FL 32773
Year Built: 1998
Sq. ft.: 120000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Chiller 1	Trane	RTAA270	U97F02844	270	Chiller Yard	1997		Corroded and dirty coil	Clean	$1,500			8 years	No	No
Chiller 2	Trane	RTAA270	U97F02845	270	Chiller Yard	1997		Corroded and dirty coil	Clean	$1,500			8 years	No	No
Chiller 3	Trane	CGWD0504CJOHTDOR4FFBU	U01J01959	50	Ch Mech Rm	2001		None	None				13 years	No	Yes
CHWP-1	TACO	FE3008	N/A	10	Ch Mech Rm	1997		None	None				10 years	No	Yes
CHWP-2	TACO	FE3008	N/A	10	Ch Mech Rm	1997		None	None				10 years	No	Yes
CHWP-3	TACO	FE3008	N/A	10	Ch Mech Rm	1997		None	None				10 years	No	Yes
CHWP-5	TACO	FE1507E2C1E2LOA	Chiller 3 HWP	1 1/2	Ch Mech Rm	1997		None	None				10 years	No	Yes
CHWP-8 Secondary	TACO	FE4013	N/A	50	Ch Mech Rm	1997		None	None				10 years	No	Yes
CHWP-9 Secondary	TACO	FE4013	N/A	50	Ch Mech Rm	1997		None	None				10 years	No	Yes
HWP-4	TACO	FE2007E2D1E2LOA	N/A	3	Ch Mech Rm	1997		None	None				10 years	No	Yes
HWP-6	TACO	FE1507E2C1E2LOA	Chiller 3 CWP	1 1/2	Ch Mech Rm	1997		None	None				10 years	No	Yes
HWP-7	TACO	FE2010E2F1F2LOA	N/A		Ch Mech Rm	1997		None	None				10 years	No	Yes
Boiler	PUI	30WB25APG	49790850		Ch Mech Rm	1997		Rusty casing	Clean and paint	$400			10 years	No	No
VFD (12)	Altivar	ATV66D12N4	N/A		Ch Mech Rm	1997		None	None				10 years	No	Yes
VAV W/Heat (193)	Trane	H3M186K	193-VAV		Ceiling	1997		None	None				20 years	No	No
VAV W/O Heat (27)	Trane		N/A		Ceiling	1997		None	None				20 years	No	No
FTB (2)	Trane	VSCF1600GBDDD01	R02F85883			1997		None	None				10 years	No	No
AHU 1	Trane	38CKC060300	K97G83607		1st Fl Rm 1-114	1997		None	None				8 years	Yes	Yes
AHU 2	Trane	MCCA017	K97G85470		1st Fl Mech Room	1997		None	None				8 years	Yes	Yes
AHU 3	Trane	MCCA025	K97G85398		1st Fl Mech Room	1997		None	None				8 years	Yes	Yes
AHU 4	Trane	MCCA025	K97G84846		Ch Mech Rm	1997		None	None				8 years	Yes	Yes
AHU 5	Trane	MCCA017	K97G75113		Ch Mech Rm	1997		None	None				8 years	Yes	Yes
AHU 6	Trane	MCCA017	K97G83880		2nd Fl Rm 2-	1997		None	None				8 years	Yes	Yes
AHU 7	Trane	MCCA017	K97G85280		2nd Fl Mech	1997		None	None				8 years	Yes	Yes
AHU 8	Trane	MCCA025	K97G87171		2nd Fl Mech	1997		None	None				8 years	Yes	Yes
AHU 9	Trane	MCCA025	K97G83621		3rd Fl Mech Room	1997		None	None				8 years	Yes	Yes
AHU 11	Trane	MCCA030	K97G83975		3rd Fl Mech Room	1997		None	None				8 years	Yes	Yes
OAH-1	Temtrol	ITF-RDH12	U100036-001-00		Roof Technical Ser	2002		Dirty coil	Clean	$1,000			14 years	Yes	No
OACDU-1	Temtrol	20AOLM52	1-02-67183-001-00	50	Roof Technical Ser	2002		Dirty coil, Needs insulation work	Clean and insulate	$3,200			14 years	Yes	No
AHU-1	Carrier	FC4CNF048	3303A71441		Evidence Room	2004		None	None				11 years	Yes	No
CDU-1	Carrier	FG4CNF048	0404E08854	4	Tel Comm Roof	2004		None	None				11 years	No	No

FACILITY ID	FACILITY NAME
8075	Sheriff's Office / Public Safety Building

100/150 Bush Blvd.
Sanford, FL 32773
Year Built: 1998
Sq. ft.: 120000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-2	Carrier	FC4CNF060	0304A71593		Evidence Room	2004		None	None				11 years	Yes	No
CDU-2	Carrier	FC4CNF060	0204CKC13459	5	Tel Comm Roof	2004		None	None				11 years	No	No
AHU-3	Goodman	ARUF060-00A-1A	503062862		Room 3-136	2004		None	None				11 years	No	No
CDU-3	York	H1RC060S06D	EMHM851562	5	West Roof	2004		None	None				11 years	No	No
Mini Split AHU-1	Goodman	WMC24-1A	9907001480		Room 3-138	1999		None	None				6 years	No	No
Mini Split CDU-1	Goodman	HDC24-1AB	9910439623	2	West Roof	1999		None	None				6 years	No	No
Mini Split AHU-2	Goodman	WMC24-1A	9907001432		Room 3-154	1999		None	None				6 years	No	No
Mini Split CDU-2	Goodman	HDC24-1AB	9910439621	2	West Roof	1999		None	None				6 years	No	No
Mini Split AHU-3	Goodman	WMC24-1A	9907001490		Room 3-136	1999		None	None				6 years	No	No
Mini Split CDU-3	Goodman	HDC24-1AB	9910439622	2	West Roof	1999		None	None				6 years	No	No
Mini Split AHU-4	Carrier	Q40NB009100	5302Y50226		Room 2-123	1999		None	None				6 years	No	No
Mini Split CDU-4	Carrier	38HDC018341	0703Y59382	3	West Roof			None	None				10 years	No	No
Mini Split AHU-5	Carrier	40QNB009100	5302Y30232		Room 3-146	2003		None	None				10 years	No	No
Mini Split CDU-5	Carrier	38AN009110	2502Y20165	1 1/2	West Roof	2003		None	None				10 years	No	No
Mini Split AHU-6	Carrier	40QNB018	5102Y50917		Room 1-115	2003		None	None				10 years	No	No
Mini Split CDU-6	Carrier	38AN009110	4702Y21675	1 1/2	West Roof	2003		None	None				10 years	No	No
Mini Split AHU-7	Carrier	40QNB01A	5102Y50918		Room 2-236	2003		None	None				10 years	No	No
Mini Split CDU-7	Carrier	38HDC03662	0403X56177	1 1/2	East Roof	2003		None	None				10 years	No	No
Mini Split AHU-8	Carrier	40QNB018	5102Y50921		Room 3-223	2003		None	None				10 years	No	No
Mini Split CDU-8	Carrier	38HDCO18341	0703X59383	1 1/2	East Roof	2003		None	None				10 years	No	No
Mini Split Ahu-9	Carrier	40QNB018	1502Y50820		Room 1-231	2003		None	None				10 years	No	No
Mini Split CDU-9	Carrier	38HDCO18341	0703X59385	1	East Roof	2003		None	None				10 years	No	No
Mini Split AHU-10	Carrier	40QAB036320	5295V03588		Room 3-221	2003		None	None				10 years	No	No
Mini Split CDU-10	Carrier	38HDC018341	0603X58606	1	East Roof	2003		None	None				10 years	No	No
SF-4	Cook	180CPV	047S723001	3	Tel Comm Roof	2004		Rusty housing	Clean and paint	$1,800			16 years	Yes	No
EF-1	Centri Master	PNN245	VVC196301	2	West End Roof	1997		None	None				9 years	No	No
EF-2	Cook	300C11B	VVC19605	5	East End Roof	2004		None	None				16 years	No	No
EF-3	Cook	150C5B	047S723001	1/2	Tel Comm Roof	2004		Fan not secured to curb	Secure	$150			16 years	No	No
EF-4	Cook	135C5B	047S723001	1/2	Tel Comm Roof	2004		None	None				16 years	No	No
EF-5	Centri Master	PN200	VVC196309	3/4	Tel Comm Roof	1997		None	None				9 years	No	No
EF-6	Jet Master	VBH48UF	VVC196311	5	West End Roof	1997		Rusty housing	Clean and paint	$1,800			9 years	No	No
EF-7	Jet Master	VBH48UF	VVC196311	5	West End Roof	1997		Rusty housing	Clean and paint	$1,800			9 years	No	No
EF-8	Centri Master	PRN118E	VVC196312	1/4	Tel Comm Roof	1997		None	None				9 years	No	No

FACILITY ID	FACILITY NAME
8075	Sheriff's Office / Public Safety Building

100/150 Bush Blvd.
Sanford, FL 32773
Year Built: 1998
Sq. ft.: 120000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
EF-9	Cook	120C3B	047S723001	1/4	Tel Comm Roof	2004		None	None				16 years	No	No
EF-10	Centri Master	PRN118E	VVC196312	1/4	Tel Comm Roof	1997		None	None				9 years	No	No
EF-11	Centri Master	PRN126E	VVC196314	1/4	Tel Comm Roof	1997		None	None				9 years	No	No
EF-12	Cook	80CPV	047S723001	1/2	Tel Comm Roof	2004		Rusty housing	Clean and paint	$1,500			16 years	No	No
EF-13	Cook	20R4B	047S723001		Tel Comm Roof	2004		None	None				16 years	No	No
EF-14	Centri Master	PRN118E	VVC196312	1/4	Tel Comm Roof	1997		None	None				9 years	No	No
EF-15	Cook	90R10DH	047S723001	1/4	Tel Comm Roof	2004		None	None				16 years	No	No
EF-16	Centri Master	PDV135RFP6	VVC196317	1/2	Tel Comm Roof	1997		None	None				9 years	No	No
EF-17	Cook	135R5B	047S723001	1/2	Tel Comm Roof	2004		None	None				16 years	No	No
EF-18	Cook	PDV135RFG4	VVC196324	1/2	Tel Comm Roof	1997		None	None				9 years	No	No
EF-19	Centri Master	PRN118E	VVC196312	1/4	Tel Comm Roof	1997		None	None				9 years	No	No
EF-20	Centri Master	PRN171F	VVC196322	1/3	Tel Comm Roof	1997		None	None				9 years	No	No
EF-21	Centri Master	PRN118E	VVC19632	1/4	Dog Shed	1997		Noisy	Replace of fix		$1,550		5 years	No	No
EF-22	Centri Master	ACED120C10D	VCC19631	1/4	Crime Shed	1997		None	None				10 years	No	No
EF-24	Cook	60CPV	047S723001	1/3	Tel Comm Roof	2004		None	Clean and paint	$1,200			16 years	No	No

FACILITY ID	FACILITY NAME
8046	Softball Complex

264 W. North St.
Altamonte Springs, FL 32714
Year Built: 1993
Sq. ft.: 8000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
RTU 1	Weatherking	DFC-08454E22AAE10	921000201001	8	Rooftop	1992		Cond. Dirty	Clean	$400				Yes	No
RTU 2	Weatherking	DFC-07454E32ACE10	921000202002	7	Rooftop	1992		Cond. Dirty & Broker Drain	Clean	$400				Yes	No
RTU 3	Weatherking	DFC-07454E32ACE10	921000202001	7	Rooftop	1992		Cond. Dirty	Clean	$400				Yes	No
Ice Machine	Hoshizaki	KM500MAE	D04346J	3	First Floor	2000		Dirty	Clean	$200			1 YEAR	No	No
PRV 3	Loren Cook	120C10D	281S3292180012920001	1/6	Rooftop			None						No	No
PRV 4	Loren Cook	120C10D	281S3292180012920002	1/6	Rooftop			Damaged Housing	Repair	$250				No	No
Inline Fan	Loren Cook	na	na	1/6	Room 301			None	None					No	No
DUCTLESS AHU	FUJITSU	ASU9CQ	BCA006332		Comm. Room	2007		None	None					No	No
NEW C/U	FUJITSU	AOU9CQ	BCN006200	1 1/2	Outside Comm. Room	2007		None	None					No	NO

FACILITY ID	FACILITY NAME
3020	Osceola Landfill - Office

1930 E Osceola Rd
Geneva, FL 32732

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU	Trane	2TTA0060A3000AA	33434RD3F	5	Land Fill Office	2004		NONE	NONE				10 YRS		
CDU	Trane	2TTA0060A3000AA	3333TNC3F	5	Land Fill Office	2004		NONE	NONE				10 YRS		
AHU	Trane	TWE120B300DA	3114KLK5H		Land Fill Office	2004		NONE	NONE				10 YRS		

FACILITY ID	FACILITY NAME
8110	Fire Station 14 - Hattaway

600 Hattaway Dr
Altamonte Springs, FL

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Trane	TWE060B300EL	717MAXBD		1st-FLOOR OFFICE CLOSET	2007		NONE	NONE				15YR'S	NO	NO
CU-1-A	Trane	TWA030C300A0	G41231709	2 1/2	OUTSIDE FRONT OF BLDG..	1992		DIRTY	CLEAN	$200			1YR	NO	NO
CU-2-B	Trane	TWA030C300A3	2242SYC4F	2 1/2	OUTSIDE FRONT OF BLDG..	2002		DIRTY	CLEAN	$200			8YR'S	NO	NO
Ice Machine	ICE-O-MATIC	ICE0400FA2	6.04128E+12	1	TRUCK BAY	2006		NONE	NONE				9YR'S	NO	NO
Exh Fans-1-OF-3	N/A	N/A	N/A	N/A	KITCHEN CLOSET & BATH ROOM'S	N/A		NONE	NONE				10YR'S	NO	NO
4-PROPELLER FAN'S	DAYTON	3C215C	N/A	1/2	TRUCK BAY-WALLS	N/A		NONE	NONE				10YR'S	NO	NO
BAY HEATER	MARKEL	F2F5107CA1L	N/A	7.5-KW	TRUCK BAY	N/A		NONE	NONE				8YR'S	NO	NO

FACILITY ID	FACILITY NAME
2465	Fire Station 16 - Sabal Point

930 Wekiva Springs Rd.
Longwood, FL 32779
Year Built: 1984
Sq ft: 4200

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Bryant	FA4ANF060	3302A67558		Hall Closet	2002		none	none				9yr's	no	no
CDU	Bryant	661CJ060	3502E08925	5	N Side of bldg.	2002		none	none				9yr's	no	no
Exh Fans Bay Area	Cook UNI Dome	245U5B-ACU	n/a	10	Roof of truck bay	1983		Far bay fan won't run	Replace		$3,015		1yr	no	no
Exhaust Fans	Cook	Gemini-4-10	n/a	1	Above Restroom's	1982		Fan above chief's restroom won't run.	Fix or replace		$915		1yr	no	no
Ice Machine	Manitowoc	QD0452A	40565432	1	Truck Bay	2005		none	none				5yr's	no	no

FACILITY ID	FACILITY NAME
2466	Fire Station 22 - Fern Park

7122 Highway 17-92
Casselberry, FL 32730
Year Built: 1984
Sq ft: 4200

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	York	F2FP060N06B	EAKS022133		ROOM-114	2001		NONE	NONE				7YR'S	NO	NO
CDU	York	HIRC060S06D	EGJM379605	5	NE. SIDE OF BLDG..	2001		DIRTY &FIN DAMAGE	CLEAN & FIX FINS	$150			4YR'S	NO	NO
Exh Fans Bay Area 2-FANS	LOREN COOK	.245U-B-ACU	N/A	10	BAY ROOF	N/A		NONE	NONE				10YR'S	NO	NO
Exhaust Fans 2-FANS	LOREN COOK	GEMINI-160	N/A	1/4	CEILING SPACE ROOM-105	2001		NONE	NONE				15TR'S	NO	NO
EXH FAN MEN'S RESTROOM	LOREN COOK	120C4B	047S623315	1	LOW ROOF	N/A		NONE	NONE				15YR'S	NO	NO
ICE MACHINE	ICE-O-MATIC	ICE0400FA3	7011280011896		TRUCK BAY	2007		NONE	NONE				10YR'S	NO	NO

FACILITY ID	FACILITY NAME
2474	Fire Station 27 - Red Bug

5280 Red Bug Lake Rd.
Casselberry, FL 32707
Year Built: 1990
Sq ft: 5718

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE090B100EA	3313KH85H		Above com room in truck bay	2003		None	None				11yr's	No	No
CDU	Trane	TWB2048A1000AA	3102YER2F	4	Back of Bldg..	2003		Dirty	Clean coil	$400			11yr's	No	No
CDU	Trane	TWB2042A1000AA	3134UD61F	3 1/2	Back of Bldg..	2003		None	None				11yr's	No	No
Heat Recovery	ENCON	E6000DW	134149		Mounted on CDU	2003		None	None				11yr's	No	No
Exh Fans Bay Area		n/a	n/a	10	Above center truck bay	1990		None	None				2yr's	No	No
Kitchen Hood Supply	Captive Aire	NSAU1-G10	Ser#-na/job#404461	1/3	Out side west wall	2006		None	None				18yr's	Yes	No
Ice Machine	Hoshizaki	KM500MA	L083494		Truck Bay's	2006		None	None				8yr's	No	No
Kitchen Hood EF-1	Captive Aire	NCA10FA		1/3	Out side west wall	2006		None	None				18yr's	No	No
Gas Heater's	Moline	R6-50-675	90-44839	n/a	Truck Bay's	1990		Only 1 works	Fix or replace		$2,930		2yr'a	No	No
EF-1	Greenheck	BSQ-8-4	90J03675	0.25	Above NW. Bathroom	1990		Dose not run	Fix or replace		$2,350		2yr's	No	No

FACILITY ID	FACILITY NAME
2468	Fire Station 34 - Paola

4905 State Rd. 46W
Sanford, FL 32771
Year Built: 1981
Sq ft: 4416

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	York	F2FP060N06B	EMJS257121		HALL CLOSET	2001		NONE	NONE				5YR.	NO	NO
CDU	York	HIRC060S06D	EMHM851559	5	NW SIDE OF BLDG.	2001		FIN DAMAGE & DIRTY	CLEAN & FIX	$150			4YR.	NO	NO
Exh Fans Bay Area	N/A	N/A	N/A	10	BAY ROOF	N/A		NONE	NONE				5YR.	NO	NO
Exhaust Fans 1-OF-2	LOREN COOK	GEMINI-160	N/A	N/A	ABOVE CEILING ROOM-105	2000		NONE	NONE				15YR.	NO	NO
	Hoshizaki	KM500MAH	P1489L	1											
EF-MEN'S ROOM	LOREN COOK	120C4B	047S620161	N/A	LOW-ROOF	N/A		NONE	NONE				10YR.	NO	NO
EF-KITCHEN HOOD	N/A	N/A	N/A	N/A	LOW-ROOF	N/A		NONE	NONE				5YR.	NO	NO
ICE MAKER	HOSHIZAKI	KM500MAH	P1489L	1	TRUCK BAY	2006		NONE	NONE					NO	NO

FACILITY ID	FACILITY NAME
2469	Fire Station 35 - Five Points

201 W County Home Rd
Sanford, FL

Sq ft: 7276

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	RUUD	UHKAHM4821JA	M190602665		Kitchen Hall Closet	2006		None	None				15Yr's	Yes	No
CDU-1	RUUD	UAND048JAZ	7303M400705245	4	SE-Side of Bldg.	2007		None	None				15Yr's	No	No
AHU-2	RUUD	UHKAHM4821JA	M190602691		1st Floor SE Closet	2006		None	None				15Yr's	No	No
CDU-2	RUUD	UAND048JAZ	7303M400705243	4	SE-Side of Bldg.	2007		None	None				15Yr's	No	No
AHU-3	ADDISON	VCH064X01G	70501602		Storage Room Off Bay	2007		None	None				15Yr's	Yes	No
CDU-3	ADDISON	RC06400XG	70501601001	5	SE-Side of Bldg.	2007		None	None				15Yr's	Yes	No
Exh Fans Bay Area	N/A	2-Fans	N/A	10	Bay Roof	1980		None	None				2Yr's	No	No
Bathroom-Exh-2nd. Floor	Penn	Z-6	59120	N/A	Back SE Bathroom	1980		Fan noisy pulls little air	Clean check for blockage or Replace		$2,350		1yr	No	No
Bathroom-Exh-2nd. Floor	Greenheck	SP-B80-QD	PO138870705	950-RPM	Center Back Bathroom	2007		None	None				15Yr's	No	No
Bathroom-Exh-1st. Floor	N/A	N/A	N/A	N/A	Washroom Off Bay	1980		None	None				2Yr's	No	No
Exh Fan #3	Greenheck	GB-240-15-X	10886052-0705	N/A	Back Low Roof	2007		None	None				20Yr's	No	No
Dryer Exhaust Fan	Fantech	DBF4XL	301246	1	Storage Room Off Bay	2006		None	None				20Yr's	No	No
Kitchen Exhaust Fan	Greenheck	H-CUBE-161XP-7-6	10886053-0705	N/A	Roof	2007		None	None				20Yr's	No	No
Kitchen Hood Supply Hood	Greenheck	GRS-20-QD	00010941349-0707	None	Roof	2007		None	None				20Yr's	Yes	No

FACILITY ID	FACILITY NAME
2470	Fire Station 36 - Markham Woods

1600 W. Lake Mary Blvd.
Lake Mary, FL. 32746
Year Built: 1985
Sq ft: 4613

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Payne	PF1MNA060	4298A17302		KITCHEN MECH. ROOM	1998		NONE	NONE				4YR.	NO	NO
CDU	Payne	PH10JA060-A	0799E01855	5	NORTH SIDE OF BLDG..	1999		FIN DAMAGE & DIRTY	FIX & CLEAN	$150			4YR.	NO	NO
EF-NO TAG	N/A	N/A	N/A	N/A	ABOVE MEN'S REST ROOM	N/A		FAN SEALED WITH DUCT TAPE	RESEAL DUCT	$400			10YR.	NO	NO
EF-NO TAG	N/A	N/A	N	N/A	ABOVE OFFICE REST ROOM	N/A		FAN SEALED WITH DUCT TAPE	RESEAL DUCT	$400			10YR.	NO	NO
Ice Machine	Hoshizaki	KM-500MAB	N106376	1	TRUCK BAY	2006		NONE					10YR.	NO	NO
HOOD EXH-FAN	BROAN NUTONE	97012112	990710111D	N/A	IN KITCHEN HOOD	2002		NONE	NONE				10YR.	NO	NO

FACILITY ID	FACILITY NAME
2471	Fire Station 41 - Midway

3355 State Rd. 46 E
Sanford, FL. 32773
Year Built: 1981
Sq ft: 4416

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	YORK	F2FP060N06B	(S)EMJS257120		HALL CLOSET	2002		NONE	NONE				10YR'S	NO	NO
CDU	GOODMAN	CKL49-1	311944372	5		2003		DIRTY	CLEAN COIL	$200			10YR'S	NO	NO
Exh Fans Bay Area	N/A	N/A	N/A	N/A	BAY ROOF	1985		ONE OF 2 NO BELT	SERVICE FAN'S	$200			1YR	NO	NO
1-OF-2-Exhaust Fans	LOREN COOK	GEMINI-160	N/A	N/A	CELLING-ROOM-105	2002		NONE	NONE				15YR'S	NO	NO
Ice Machine	MANITOWOC	QD0452A	40665167	1	TRUCK BAY	2004		NONE	NONE				7YR'S	NO	NO
HOOD-FAN	N/A	N/A	N/A	N/A	LOW ROOF	N/A		DIRTY & NOISY	REPLACE		$1,520		1YR	NO	NO
Exh Fan-MEN'S ROOM	LOREN COOK	120C413	047S620161	1/3	LOW ROOF	2004		NONE	NONE				15YR'S	NO	NO

FACILITY ID	FACILITY NAME
3595	Fire Station 42 - Geneva

320 W. SR46
Geneva, FL 32732

Sq. ft.: 4416

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1-A	TRANE	TWE090B100EL	7012P4PB0		Above com. Room off truck bays	2007		none	none				14yr's	yes	no
C/u-1-A	TRANE	2TTB3042A1000A A	7021M503F	3 1/2	north side of bldg..	2007		none	none				14yr's	no	no
EF-1	Greenheck	BSQ-8-4	90H05736	1/4	Above NE. restroom	n/a		none	none				14yr's	no	no
Gas space heaters	Dayton	3E461B	971222000D05 A	60,000-BTU	Truck Bay	2005		none	none				17yr's	no	no
Ice Machine	Manitowoc	QD0452A	O40665182	1	Truck Bay	2005		none	none				7yr's	no	no
C/U-2-A	TRANE	2TTB3042A1000A A	7022NYD3F	3 1/2	north side of bldg.	2007		none	none				14yr's	no	no

FACILITY ID	FACILITY NAME
2473	Fire Station 43 - Chuluota

110 7th St.
Oviedo, FL. 32766
Year Built: 1984
Sq ft: 4200

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU	Weatherking	WAKA060JAZ	5721M179917322	5	outside NW corner of bldg.	1999		dirty	clean coil	$400			5yr's	no	no
AHU	Weatherking	WBHA24J11NFBAI	TM209907190		Closet off kitchen	1999		none	none				5yr's	no	no
Exh Fans Bay Area	Cook UNI-DOME	245U5B-AUC	5153466-00	10	Bay Roof	1985		Domes Missing Bolt's	Replace		$3,015		1yr	no	no
2 Exhaust Fans	Loren Cook	Gemini-4-10	n/a	1	Above Bathrooms	n/a		none	none				5yr's	no	no

FACILITY ID	FACILITY NAME
2424	Fleet Services - Administration

141 Bush Loop
Sanford, FL 32773
Year Built: 1980
Sq ft: 11600

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Janitrol	A36-10	3520520		Office Utility Closet	2001		Dirty drain	Clean drain line	$100			8 years	No	No
CDU-1	Goodman	CPKE36-A	9513877	3	East Side of Office	2001		None	None				8 years	No	No
AHU-2	Janitrol	A61-15REVC	7502147		Upstairs Closet	2001		None	None				8 years	Yes	No
CDU-2	Goodman	CPKE60-18	10422557	5	East Side of Office	2001		Noisy fan	Find source of noise	$100			8 years	No	No
Exhaust Fan (3)	N/A	N/A	N/A	N/A	Office Bathrooms	N/A		None	None				6 years	No	No
Gas Heater (2)	Empire	UH-1125-1FSP	T00081399	96250	Office South Garage	1996		None	None				8 years	No	No

FACILITY ID	FACILITY NAME
3597	Fleet Services - Dispatch/Tire Center/Storage/Small Engine Repair

141 Bush Loop
Sanford, FL 32773
Year Built: 1980
Sq ft: 11600

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-3	Fujitsu	ASU12CQ	BDA008788		Comm Room Parts Bldg	2007		None	None				14 years	No	No
CDU-3	Fujitsu	AOU12CQ	BDN009241	1	N East Side of Parts Bldg	2007		None	None				14 years	No	No
AHU-4	Carrier	40RM-007-B610HC	3300F23962		Inside Parts Garage	1996		None	None				4 years	Yes	No
CDU-4	Carrier	38AK-007-511	2900G00027		East Side of Parts Bldg	2000		None	None				9 years	No	No
Exhaust Fans (2)	Broan	N/A	N/A	N/A	Parts Office Bathrooms	N/A		None	None				5 years	No	No
Gas Heater	Trane	PPAB0100	77L-10797	80000	Parts Garage	1997		None	None				8 years	No	No
Gas Heater	Empire	UH-1150-1FSP	R00075948	115500	Parts Garage 18	1992		None	None				4 years	No	No
Gas Heater	Empire	UH-1125-1FSP	T00083590	96250	Parts Garage 19	1996		None	None				8 years	No	No

FACILITY ID	FACILITY NAME
2430	Fleet Services - Fleet Heavy Equipment

141 Bush Loop
Sanford, FL 32773
Year Built: 1980
Sq ft: 11600

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Gas Heater (6)	Empire	UH-1100-1FSP	B00082239	77000	Heavy Machinery Garage	1996		None	None				8 years	No	No

FACILITY ID	FACILITY NAME
2428	Fleet Services - Fire Apparatus Maintenance

141 Bush Loop
Sanford, FL 32773
Year Built: 1980
Sq ft: 11600

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Gas Heater (3)	Empire	UH-1125-1FSP	T00083589	96250	Office North Garage	1996		None	None				8 years	No	No

FACILITY ID	FACILITY NAME
8070	Geneva Wilderness Area Building

3485 NORTH C.R. 426
GENEVA, FL 32732

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
OUTSIDE AIR AHU-1	AAON COIL PRODUCTS	V2-B1-1-10-3B1:000AA0000X	200406-CBEB01144		INSIDE MECH. CLOSET	2004		NONE	NONE				12YR'S	YES	NO
CDU-1	CARRIER	38CKW04631	3503E19722	4	BEHIND BLDG.	2003		NONE	NONE				10YR'S	NO	NO
AHU-2	CARRIER	FC4CNF036	5103A74587		COM.-ROOM MECH. CLOSET	2003		NONE	NONE				12YR'S	YES	NO
CDU-2	CARRIER	38CKW036320	4403E07212	3	BEHIND BLDG.	2003		NONE	NONE				10YR'S	NO	NO
AHU-3	TRANE	TWH0488140A0	D08324627		NATURE CENTER CEILING	1988		PAST ASHRAE SERVICE LIFE	REPLACE		$2,700		1YR	NO	NO
CDU-3	TRANE	TWD748A100A	D21216439	4	BEHIND BLDG.	1989		PAST ASHRAE SERVICE LIFE	REPLACE		$2,860	$4,500	1YR	NO	NO
EF-10F-2	GREENHECK	SP-A390-QD	03J27336	N/A	REST ROOM'S	2003		NONE	NONE				12YR'S	NO	NO

FACILITY ID	FACILITY NAME
8070	Geneva Wilderness Area Caretaker House
3485 N County Rd	
Geneva, FL 32732	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU	Carrier	38B8C024340	3302ER8640	2	Geneva Caretaker House	2002		NONE	NONE				9 YEARS	NO	NO
AHU	Carrier	FC4BNF030	3802A68460		Geneva Caretaker House	2002		NONE	NONE				9 YEARS	NO	NO

FACILITY ID	FACILITY NAME
2457	HHS Airport Blvd.

400 Airport Blvd. W
Sanford, Fl 32773
Year Built: 1995
Sq ft: 47036

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 1	Trane	MCCA021GANOABC000	K97A01374		Mechanical Room	1997		None	None				5 years	Yes	Yes
AHU 2	Trane	MCCA021GANOABC000	K97A01392		Mechanical Room	1997		None	None				5 years	Yes	Yes
Chiller	Trane	RTAA070AYH01A1DOB	U96J07160	70	Rear of Bldg	1996		Fins Corroding	Clean Coils	$1,800			5 years	No	No
CWP-1	Taco	FE2508E2E1F2LOA		5	Mechanical Room	1997		Noisy Propeller, Will Fail Soon	Replace With Spare	$2,000			1 year	No	No
CWP-Spare	Taco	FE2508E2E1F2LOA		5	Mechanical Room	1997									
VT-1	Varitrane	VCCE321NOHDD011	R97A13994		Mechanical Room	1997		None	None				15 years	No	No
VT-2	Varitrane	VCCE241NOHDD011	R97A13995		Mechanical Room	1997		None	None				15 years	No	No
VAV (25)	Tutco	DD20085-3-3P	17394-000	3	North Wing Ceiling	2006		None	None				20 years	No	No
VFD	ABB	ACH501-015-2-00P2	200272		Mechanical Room	1997		None	None				15 years	No	No
VFD	ABB	ACH501-015-2-00P2	200273		Mechanical Room	1997		None	None				15 years	No	No
RTU 1	Carrier	50TJ008-521	3599G30395	7 1/2	Roof	1999		Fin Corrosion	Fix Or Replace Coil	$1,000			6 years	Yes	Yes
RTU 2	Carrier	50TJ008-521	3599G30399	7 1/2	Roof	1999		Dirty coil	Clean	$250			6 years	Yes	Yes
RTU 3	Carrier	50TJ004-511GA	3699G21483	3 1/2	Roof	1999		Fin Corrosion	Fix Or Replace Coil	$1,000			6 years	Yes	Yes
RTU 4	Carrier	50TJ008-521	2399G30349	7 1/2	Roof	1999		Fin Corrosion	Fix Or Replace Coil	$1,000			6 years	Yes	Yes
RTU 5	Carrier	50TM005-A-501	0107G300BB	5	Roof	2001		None	None				8 years	Yes	Yes
RTU 6	Carrier	50TM-008-501	0407G40540	8	Roof	2004		None	None				11 years	Yes	Yes
RTU 7	Carrier	50TM-004-A501	0107G30081	4	Roof	2001		None	None				8 years	Yes	Yes
RTU 8	Carrier	50TJ016-570YA	3799F50184	15	Roof	1999		Dirty Coil	Clean	$400			6 years	Yes	Yes
RTU 9	Carrier	50TM005-A-501	0407G40139	5	Roof	2004		None	None				11 years	Yes	Yes
RTU 10	Carrier	50TJ012-511	3699G30515	10	Roof	1999		Fin Corrosion	Fix Or Replace Coil	$1,000			6 years	Yes	Yes
RTU 11	Carrier	50TJ012-511	3699G30511	10	Roof	1999		Dirty Coil And Fin Corrosion	Clean And Fix	$400			6 years	Yes	Yes
RTU 12	Carrier	50TJ008-521	3399G30507	7 1/2	Roof	1999		Dirty Coil And Fin Corrosion	Clean And Fix	$400			6 years	Yes	Yes
RTU 13	Trane	TCD150C300BB	R25103613D	12 1/2	Roof	2000		Dirty Coil	Clean	$400			7 years	Yes	Yes
Mini Split AHU-1	Goodman	WMH18-1A	990400841		Vital Statistics	1999		None	None				6 years	No	Yes
Mini Split CDU-1	Goodman	HDP18-1B	9910498831	1 1/2	Vital Statistics Roof	1999		None	None				6 years	No	Yes
Mini Split AHU-2	Goodman	WMC241KFAJ	980600515		IT Room	1998		CDU Not Connected and Missing	Replace and Connect CDU		$3,610	$5,415	5 years	No	Yes
Mini Split AHU-3	Fujitsu	ASU18R1	AQA004778		Billing	2003		None	None				10 years	No	Yes
Mini Split CDU-3	Fujitsu	A0U18R1A	AQN002784	1 1/2	Billing Roof	2003		None	None				10 years	No	Yes
Mini Split AHU-4	Goodman	WMC24-1A	8000824		Room 94	2007		Not Installed, Sitting in Boxes	Install	$2,500			15 years	No	No
Mini Split CDU-4	Goodman	HDC24-1A	8406691	2	Room 94	2007		Not Installed, Sitting in Boxes	Install	$2,500			15 years	No	No
AHU - No Tag	Whirlpool	WM36NA00	6003E59056		IT Room	2003		None	None				10 years	No	Yes
CDU - No Tag	Trane	2TTB3036A1000AA	7041PCA3F	3	East Wing Roof	2007		None	None				14 years	No	No
AHU - No Tag	Whirlpool	WM42NA00-1A	6003E65990		HIV Room	2003		None	None				10 years	No	Yes
CDU - No Tag	Trane	2TTB3036A1000AA	7041PEE3F	3	West Wing Roof	2007		None	None				14 years	No	No
F-1	Centri Master	XD161K4-200-3-60-OPP	XUAZ10401	1 1/2	Mechanical Room	1997		Rusty Housing	Clean and Paint	$500			10 years	Yes	No
F-2	Centri Master	XB161J-200-3-60-ODP	WUA210402	1	Mechanical Room	1997		None	None				10 years	Yes	No
F-3	Centri Master	PRN110	WUA210403	1/4	North Wing Roof	1997		None	None				10 years	No	No
F-4	Centri Master	PNN135E4	WUA210405	1/4	Center of Roof	1997		Dome Not Fastened	Fasten	$100			10 years	No	No
F-5	Centri Master	PRN126E	WUA210407	1/4	North Wing Roof	1997		Does Not Run	Replace		$1,950		0	No	No
F-6	Centri Master	PRN100	XUA210408	1/10	North Wing Roof	1997		Does Not Run	Replace		$1,380		0	No	No
F-7	Centri Master	PRN100	XUA210408	1/10	North Wing Roof	1997		None	None				10 years	No	No

FACILITY ID	FACILITY NAME
2457	HHS Airport Blvd.

400 Airport Blvd. W
Sanford, Fl 32773
Year Built: 1995
Sq ft: 47036

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
F-8	Centri Master	PRN100	XUA210408	1/10	North Wing Roof	1997		None	None				10 years	No	No
F-9	Centri Master	PRN100	XUA210408	1/10	North Wing Roof			None	None				10 years	No	No
F-10	Centri Master	PNN16E1	WUA210409	1/4	North Wing Roof	1997		Dome Not Fastened	Fasten	$100			10 years	No	No
F-11	Centri Master	PNN200E	XUA210408	1/10	North Wing Roof	1997		None	None				10 years	No	No
EF-1	Cook	N/A	N/A	1/4	S West Wing Roof	1996		None	None				10 years	No	No
EF-2	Cook	135C3B	8RC1140	1/4	S West Wing Roof	2004		Fan Not Secured To Curb	Secure	$150			16 years	No	No
EF-3	Cook	100C3B	2025RC115	1/4	Center of Roof	2004		None	None				15 years	No	No
EF-No Tag	Sound Air	4YC64	E1658795P80	1/10	East Wing Roof	2005		None	None				17 years	No	No
EF-No Tag	N/A	N/A	N/A	N/A	N East Wing Roof	N/A		None	None				5 years	No	No
EF-No Tag	Sound Air	N/A	N/A	N/A	N East Wing Roof	N/A		Motor missing	Replace		$1,950		0	No	No
EF-No Tag	N/A	N/A	N/A	N/A	S Roof	N/A		Does Not Run	Replace		$1,950		0	No	No

FACILITY ID	FACILITY NAME
2447	I.T. Warehouse

302 Bush Loop
Sanford, FL 32773

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWA090A300CA	237XTH6H		I.T.Warehouse	2001	[illegible]	NONE	NONE				7 YRS		
CDU	Trane	TTA180B300EA	221RCTAD	15	I.T.Warehouse	2001	[illegible]	NONE	NONE				7 YRS		

FACILITY ID	FACILITY NAME
2919	Juvenile Justice Center

190 N. Bush Blvd.
Sanford, FL 32773
Year Built: 1989
Sq. ft.: 32629

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Carrier	40QNB018	0403Y41459		Elect Room 1757	2003		None	None				10 years	No	No
CDU-1	Carrier	38HDL018301	0403X5656554	1 1/2	Outside Bldg	2003		None	None				10 years	No	No
AHU-2	Carrier	40QNB018	0403Y41456		Comm Rm 1751	2003		Dirty filter	Clean				10 years	No	No
CDU-2	Carrier	38HDL018301	0403X5655172	1 1/2	Outside Bldg	2003		None	None				10 years	No	No
RTU-1	Carrier	50TFF012-611	1303G50640	10	Roof	2003		None	None				10 years	Yes	No
RTU-2	Aaon	RK-13-3-FO-000-D00QK	200307-AKCK07479	13	Roof	2003		None	None				10 years	Yes	No
RTU-3	Carrier	50TFF007-611	1003G40178	7	Roof	2003		None	None				10 years	Yes	No
RTU-4	Carrier	50TFF007-611	4402G50048	7	Roof	2003		None	None				10 years	Yes	No
RTU-5	Aaon	RK-10-3-EO-000	200307-AKCJ07481	10	Roof	2003		None	None				10 years	Yes	No
RTU-6	Carrier	50TFF008-611	2403G30424	8	Roof	2003		None	None				10 years	Yes	No
RTU-7	Carrier	50TFF008-611	2303G40371	8	Roof	2003		None	None				10 years	Yes	No
RTU-8	Carrier	50TFF009-611	1903G20577	9	Roof	2003		None	None				10 years	Yes	No
RTU-9	Carrier	50TFF012-611	1303G50641	10	Roof	2003		None	None				10 years	Yes	No
RTU-10	Aaon	RK-10-3-EO-000	200307-AKCJ07480	10	Roof	2003		None	None				10 years	Yes	No
EF-1		PV150-E1	03A026401	1/4	Roof	2003		None	None				15 years	No	No
EF-2		PRN100	03A026403	1/4	Roof	2003		None	None				15 years	No	No
EF-3		PRN100	03A026403	1/4	Roof	2003		None	None				15 years	No	No
EF-4		PV150-E1	03A026405	1/4	Roof	2003		None	None				15 years	No	No
EF-5		PRN110	03A026406	1/4	Roof	2003		None	None				15 years	No	No
EF-6		PRN100	03A026403	1/4	Roof	2003		None	None				15 years	No	No
EF-7		PRN100	03A026403	1/4	Roof	2003		None	None				15 years	No	No

FACILITY ID	FACILITY NAME
8052	Juvenile Assessment Center

181 Bush Loop
Sanford, FL 32773
Year Built: 1995
Sq. ft.: 5640

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE180B300CA	M28H186H		Mech Room Inside	1997		None	None				4 years	No	No
CDU	Trane	TWA180B300BC	M244YYBAH	15	Outside Back	1997		None	None				4 years	No	No
Tracker Control Panel	Trane	WVC738106	Tracker		Inside Mech Rm	1997		None	None				15 years	No	No
VAV-Dampers (9)	Trane	N/A	N/A	N/A	Inside Bldg	1997		None	None				15 years	No	No
OAI-1	Cook	14*14 VI	47547746	1/4	Roof	1995		None	None				7 years	No	No
Exhaust Fan (2)	Acme	N/A	N/A	N/A	Bathrooms	1995		Does not run	Replace		$1,580		0	No	No
Exhaust Vent	Roofmaster	LQV-10	WVC738106	1/2	Roof	1995		None	None				10 years	No	No

FACILITY ID	FACILITY NAME
2479	Library Central Branch

215 N Oxford Rd
Casselberry, FL

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WCPU #1	Trane	SCWFP2541L0BO2101250B1010B 0CMA130U10S	T07C21836	25	South Side Mech Rm	2007		NONE	NONE				15YR.	YES	NO
WCPU #2	Trane	SCWFP324160B02101050B1010B 0CMA130U10S	T07C21836	32	South Side Mech Rm	2007		NONE	NONE				15YR.	YES	NO
WCPU #3	Trane	SCWFP5841L0B02200820B1010B A0CMA130U10S	T07C21838	58	South Side Mech Rm	2007		NONE	NONE				15YR.	YES	NO
Cooling Tower	BAC	FXT 74	U014197201	N/A	South Side Mech Yard	2001		FIN DAMAGE DIRTY	REPLACE FIN'S & CLEAN TOWER	$5,000			10YR.	NO	NO
AHU	Liebert	MME024E	72259087944		Comp Rm	1987		UNIT PASSED ASHRAE SERVICE LIFE	REPLACE UNIT WITH C/U		$3,375			NO	NO
CDU	Liebert	MMC024A	3011554	2	Roof	1987		UNIT PASSED ASHRAE SERVICE LIFE	REPLACE UNIT		$3,375	$5,435		NO	NO
VAV	Enviro-Tech	27- Dampers With Electric Heat	VAV		Inside Bldg Ceiling	1987		VAV'S REACHED ASHRAE SERVICE LIFE						NO	NO
Exhaust Fans (8)	N/A	8-Exhaust Fans 1/4 HP Each Mod#- N/A	N/A		Roof	1987		EXHAUST FANS REACHED ASHRAE SERVICE LIFE						NO	NO
Smoke Exhaust (2)	N/A	2- Smoke Exhaust Fans 1 Hp Mod#- N/A	N/A		Roof	1987		EXHAUST FANS REACHED ASHRAE SERVICE LIFE						NO	NO
Exhaust Fan#12	N/A	N/A	N/A		OUTSIDE SOUTH WALL	1987		DON'T WORK	REPLACE IF NEEDED		$1,450			NO	NO

FACILITY ID	FACILITY NAME
2480	Library East Branch

310 E. Division St.
Oviedo, FL.

Sq. ft.: 12000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
15-VAV'S	Enviro Tech	15-Dampers With Electric Heat-Mod#-RNER	VAV		Inside Bldg Ceiling	1987		NONE	NONE				5yr's	no	no
AHU-1	Carrier	39E017	1287T48842		Side Mech Rm	1987		Water leak's from unit Dirty Coil pipe Insulation needs repairs	Replace		$33,600	$50,400	2yr's	yes	Time Clock
CDU-1	Carrier	38AD028531	T793411	30	Mech Yard Side	1987		Coil fin damage,-Pipe Insulation need's repairs	Replace		$50,400	$25,200	1yr	no	Time Clock
AHU-2	Carrier	40BA009300	T791782		Above Conference Room Storage	1987		Duct work	Replace		$7,200	$10,800	2yr's	yes	no
CDU-2	Carrier	38BQ008530	1587G87007	10	Mech Yard Side	1987		Coil fin damage,-Pipe Insulation need's repairs	Replace		$10,800	$16,200	1yr	no	no
AHU-3	Carrier	40QH062300	4686A21951		Library Ceiling Perm	1986		AHU Rusted Duct work falling off unit	Replace A/H		$7,200	$10,800	2yr's	no	no
CDU-3	Carrier	38YCC060520	3000E03563	5	Mech Yard Side	2000		Pipe Insulation	Insulation Repair	$300			6yr's	no	no
2 Exhaust Fans	Pann Zephyr	EF-1Cat#125B EF#2 Mod#Z-12	n/a	EF-1 1/2hp EF-2 1/6hp	Conference Room Ceiling	1987		Noisy	Check Belt	$150			1yr	no	no

FACILITY ID	FACILITY NAME
2478	Library North Branch

150 N. Palmetto Ave.
Sanford, FL 32771
Year Built: 1987
Sq. ft.: 12000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Carrier	39ED17	128TT48844		Conf Mech Rm	1987		Unit has bad rattle	Replace unit		$33,600	$50,400	1yr	yes	Yes
CDU-1	Carrier	38AD028530	U793489	30	Main Unit-Mech Yd	1979		Bad Coil fins - oil leak	Replace unit		$50,400	$25,200	1yr	No	Yes
AHU-2	Carrier	40BA009300	T791783		Alley Mech Rm	1987		Unit leak's water from duct work	Replace unit with mech.-room duct		$7,200	$10,800	1yr	No	Yes
CDU-2	TRANE	TWA090A300FA	431300AD	7 1/2	Conf Rm-Mech Yd	2004		None	None				12yr's	No	Yes
AHU-3	Carrier	40QH048300	2087A11332		Ceiling Perimeter	1987		Past ASHRAE service life	Replace unit		$7,200	$10,800	1yr	No	No
CDU-3	DUCANE	AC10B48TA	5366140436	4	Library Perimeter-Yd	2004		None	None				12yr's	No	No
VAV'S-1-of-15	Enviro Tech	RNER	214057	2-kw	Inside Bldg Ceiling	1987		None	None				5yr's	No	No
Exhaust Fans		2-Fans						COULD NOT FIND FAN'S							
Exhaust Fan	Penn	Zephyr-Z-12	59123	N/A	Conf Rm-Ceiling	1987		Fan would not run	Fix or Replace		$1,325		1yr	No	No

FACILITY ID	FACILITY NAME
2481	Library Northwest Branch

580 Greenway Blvd.
Lake Mary, FL 32746
Year Built: 1987
Sq. ft. : 12000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Carrier	39E017	04787T04681		Side Mech Room	1987		Past ASHRAE Service Life	Replace with CDU		$33,600	$50,400	2yr's	Yes	On Time Clock
CDU-1	Carrier	38AD028530	X798133	30	Side Mech yard	1979		Past ASHRAE Service Life	Replace with AHU		$50,400	$25,200	1yr	No	On Time Clock
AHU-2	Carrier	40BA-009-300	U796174		Library Perimeter-Ceiling	1979		Past ASHRAE Service Life	Replace		$7,200	$10,800	1yr	No	No
CDU-2	Carrier	38QN060510	3887E51706	5	Side Mech yard	1987		Unit Very Rusted Unit Past Service Life	Replace		$10,800	$16,200	1yr	No	No
AHU-3	Carrier	40QH062300	3287416684		Conf.-Rm Mech.-Rm	1987		Past ASHRAE Service Life	Replace		$7,200	$10,800	1yr	Yes	No
CDU-3	Carrier	38BQ008530	3287G24509	7 1/2	Side Mech yard	1987		Fin Damage Unit Past Service Life	Replace		$10,800	$16,200	1yr	No	No
VAV-1-of-15	Enviro	SSDSAEHII	N/A		Inside Bldg Ceiling	1987		VAV'S Are Rusting Out	Replace		$32,790		2yr's	No	No
2-Exhaust Fan	CARNES	VTBA15111N04G	45320-01	1/2	Above Conf.-Rm.-Ceiling	2001		1-Of Fans Missing Belt & No Power	Fix Belt	$100			15yr's	No	No

FACILITY ID	FACILITY NAME
2482	Library West Branch

245 N. Hunt Club Blvd.
Longwood, FL
Year Built: 1987
Sq. ft. : 12000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU #1	Carrier	39ED17	4687T04682		Outside Mech Rm	1987		None	None				5yr's	Yes	Time Clock
CPU #1	Carrier	38AD028530	Y797209	30	Mech Yard Side	1979		Leaks Oil Bad Coil Fin's	Replace		$50,400	$25,200	1yr	No	Time Clock
AHU #2	Carrier	40BA009300	V796163		Conf Rm-Closet	1979		Unit Past ASHRAE Service Life	Replace		$7,200	$10,800	1yr	Yes	Time Clock
CPU #2	Carrier	38BQ008530	3687G34343	7 1/2	Mech Yard Side	1987		Fin Damage Unit Past Service Life	Replace		$10,800	$16,200	1yr	No	Time Clock
AHU #3	Carrier	40QH062300	4687A21952		Lib Perimeter	1987		Unit Past ASHRAE Service Life	Replace		$7,200	$10,800	1yr	No	No
CPU #3	Carrier	38QN060510	4287E43223	5	Mech Yard Side	1987		Unit Past ASHRAE Service Life	Replace		$10,800	$16,200	1yr	No	No
8-VAV'S	ENVIRO-TECH	SSD11SAEH	Zone Stats	3.5-KW.	Inside Bldg	1987		Rusted & Missing Door's	Replace		$14,180		1-to-5yr's	No	No
Two-Exhaust Fans	CARNES	VTBA15P5111NOG	45320-01	1/2	Conf Rm-Ceiling	2001		None	None				15yr's	No	No

FACILITY ID	FACILITY NAME
3699	Lillie Greene Community Center

325 Station St
Altamonte Spgs, FL 32701
Year Built: 1998
Sq ft: 5660

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	CARRIER	40RM-016-B600HC	4697F07688		MECH. ROOM HALLWAY	1998		DIRTY COIL WATER IN UNIT	CLEAN COIL & DRAIN	$250			5YR'S	YES	NO
C/U-1	TRANE	RAUCC20EBY0300D000009	C05F05917	20	OUT SIDE BACK OF BLDG..	2001		DIRTY COIL	CLEAN COIL	$250			10YR'S	NO	NO
AHU-2	CARRIER	40RM-016-B600HC	4697F07731		MECH. ROOM END OF HALLWAY	1998		DIRTY COIL WATER IN UNIT	CLEAN COIL & DRAIN	$250			5YR'S	YES	NO
C/U-2	CARRIER	38AKS016-510	0398F17647	16	OUT SIDE BACK OF BLDG..	1998		FIN DAMAGE	FIX FINS	$250			5YR'S	NO	NO
EF-1	PENN	SX115RC	N/A	N/A	CEILING ABOVE AHU-1	1998		NONE	NONE				10YR'S	NO	NO

FACILITY ID	FACILITY NAME
2491	Mental Health Center

300 Bay Ave.
Sanford, FL 32771
Year Built: 1964
Sq ft: 8500

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU #1	Trane	TWE060C15F00	R2047YX1V		Annex	2000		None	None				8Yr.s	No	NO
CDU #1	Trane	TWR060D100A1	R192X7X2F	5	Back of Bldg.	2000		None	None				8Yr.s	No	NO
AHU #2	Trane	TWE090A300CA	R073J745H		Crisis Unit	2000		None	None				8Yr.s	No	NO
CDU #2	Trane	TTA090A300CC	R081NF4AH	7 1/2	Back of Bldg.	2000		None	None				8Yr.s	No	NO
AHU #3	Trane	TWE090A300CA	R0734Y45H		Cross Roads	2000		None	None				8Yr.s	No	NO
CDU #3	Trane	TTA090A300CC	R081N3UAH	7 1/2	Back of Bldg.	2000		None	None				8Yr.s	No	NO
AHU #4	Goodman	N/A	N/A		CSU Hall Way-Ceiling	1992		Past ASHRAE Service Life	Replace		$2,700		1Yr	No	NO
CDU #4	Goodman	CE421GC	9207085184	3 1/2	Back of CSU Bldg.	1992		Past ASHRAE Service Life	Replace		$2,860	$4,500	1Yr	No	NO
PKU 1	Trane	WCH090C300BC	Z321016270	7 1/2	Back of Bldg.	2001		None	None					No	NO
PKU 2	Goodman	PC060C3A	9404111821	5	Roof	1994		Unit Housing Rusting	Replace		$7,250	$10,875	1 Yr	No	NO
PKU 3	Goodman	PC060C3A	9404111826	5	Roof	1994		Unit Housing Rusting Leaks Water	Replace		$7,250	$10,875	1Yr	No	NO
Exhaust Fan	Penn	FMX14B	N/A	2	Roof	N/A		None	None					No	NO

FACILITY ID	FACILITY NAME
2486	MSBU
1301 E Second St	
Sanford, FL 32771	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE090A100CA	P2752UR5H		MSBU	2002		NONE	NONE				8 YRS		
CDU	Trane	TWA090A300BC	P292NX3AH	7 1/2	MSBU	2002		NONE	NONE				8 YRS		

FACILITY ID	FACILITY NAME
2463	Museum of Seminole County History - Historical Museum Main Bldg

300 Bush Blvd
Sanford, FL 32773
Year Built: 1920
Sq ft: 6060

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU 1	Bard	WH361-A00	125K052077288-02	3	North Wing	2002		None	None				10 years	Yes	No
WPU 2	Bard	WH602-A10	153M052103352-02	5	Center Wing	2002		None	None				10 years	Yes	No
WPU 3	Bard	WH361-A00	125K052077289-02	3	South W Conf Rm	2002		None	None				10 years	Yes	No

FACILITY ID	FACILITY NAME
8113	Museum of Seminole County History - Historical Museum Processing Room

310 Bush Blvd
Sanford, FL 32773
Year Built: 2004
Sq ft: 2280

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU#1	Goodman	AEPF-183016AA	612675615		Storage Bldg	2006		None	None				13 years	No	No
CDU#1	Goodman	ZRT24-A1	602544968	2	Outside of Storage Bldg	2006		None	None				13 years	No	No
AHU#1	Trane	TWE048C14FCO	2313SN81V		Quilt Exhibit Bldg	2002		Water leak	Find cause of leak	$400			8 years	Yes	No
CDU#1	Trane	TTV048D100A1	2224T4M5F	4	Quilt Exhibit Bldg Rear	2002		None	None				8 years	No	No
AHU#2	Trane	TWE048C14FCO	2313SN31V		Quilt Exhibit Bldg	2002		None	None				8 years	Yes	No
CDU#2	Trane	TTV048D100A0	21951055F	4	Quilt Exhibit Bldg Rear	2002		None	None				8 years	No	No
AHU#3	Goodman	AEPF-183016AA	612675613		Quilt Exhibit Bldg	2006		None	None				13 years	No	No
CDU#3	Goodman	CRT24-1A	602544999	2	Quilt Exhibit Bldg Rear	2006		None	None				13 years	No	No
Ductless Wall Unit	Expressions	40CG108301RM	N/A		Quilt Exhibit Bldg Storage	2001		None	None				8 years	No	No
CDU#4	Expressions	38CG018301	1434986019		Quilt Exhibit Bldg Rear	2001		None	None				8 years	No	No
Exhaust Fans (2)	N/A	N/A	N/A	3/4	Quilt Exhibit Bldg	2002		None	None				13 years	No	No

FACILITY ID	FACILITY NAME
3020	Osceola Landfill Leachate Building
1930 E. Osceola Rd.	
Geneva, FL 32732	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Bard Unit	Bard	20WAA-A00N	102F920725348-1	N/A	Land Fill Leachate Bldg.	N/A		Past ASHRAE Service Life	Replace		$5,400	$8,100	0 YRS		

FACILITY ID	FACILITY NAME
2464	Fire Station 13 - Apopka

3860 E State Road 436
Apopka, FL 32714

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU-1	Trane	2TTZ9060B1000BA	7304R971F	5		Jul-07		NONE	NONE				10YR'S	YES	NO
AHU-1	Trane	2TEE3F65A1000AA	7264UE11V	1.0 HP		Jul-07		NONE	NONE				10YR'S	NO	NO
CDU-2	Trane	2TTZ9060B1000BA	7304SA51F	5		Jul-07		NONE	NONE				10YR'S	YES	NO
AHU-2	Trane	2TEE3F65A1000AA	7264UE71V	1.0 HP		Jul-07		DIRTY COIL	CLEAN	$250			10YR'S	NO	NO
CDU-3	Trane	2TTZ9030B1000BA	7304W6H1F	2 1/2		Jul-07									
AHU-3	Trane	2TEE3F31A1000AA	7231NJP2V	.5 HP		Jul-07									
Ice Machine	ICE-O-MATIC	ICE0400FA3	712180011083	1.0 HP		2007		NONE	NONE				15 YRS	NO	NO
Ice Machine	ICE-O-MATIC	B55F2A	7121280011275	1.0 HP		2007		NONE	NONE				15 YRS	NO	NO

FACILITY ID	FACILITY NAME
2453	County Services Bldg.

1101 E First St
Sanford, FL

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Chiller 1W	Trane	CGAFC25EALA1A000F	C06EO4729	25	West Roof	2006		None	None				18 years	No	Yes
Chiller 2E	Trane	CGAFC50EALA1A000F	C06E04730	50	East Roof	2006		None	None				18 years	No	Yes
Chiller 3E	Trane	CGAFC50EALA1A000F	C06E04731	50	East Roof	2006		None	None				18 years	No	Yes
Chiller 4W	Trane	CGAFC60EALA1A000F	C06EO4732	60	Center Roof	2006		None	None				18 years	No	Yes
Chiller 5C	Trane	CGAFC60EALA1A000F	C06EO4734	60	West Roof	2006		None	None				18 years	No	Yes
Chiller 6C	Trane	CGAFC60EALA1A000F	C06EO4733	60	Center Roof	2006		None	None				18 years	No	Yes
CHWP 1	Bell & Gossett	1510 8.625	1BF061	160	East Penthouse	2007		None	None				19 years	No	No
CHWP 2	Bell & Gossett	1510 8.375	1BF061	125	East Penthouse	2007		None	None				19 years	No	No
CHWP 1	Bell & Gossett	1531 8.625	187044	175	Center Penthouse	2007		None	None				19 years	No	No
CHWP 2	Bell & Gossett	1531 8.625	187044	175	Center Penthouse	2007		None	None				19 years	No	No
CHWP 5	Bell & Gossett	1510BF 8.625	1BF061	160	West Penthouse	2007		None	None				19 years	No	No
CHWP 6	Bell & Gossett	1510BF 8.375	1BF061	125	West Penthouse	2007		None	None				19 years	No	No
AHU 1	Trane	MCCB010UA0B	K07C39635		East Penthouse	2007		None	None				19 years	Yes	Yes
AHU 2	Trane	TCPA5B007E	M07A00037		East Penthouse	2007		None	None				19 years	Yes	Yes
AHU 3	Trane	TWE120C304EL	7163RURBD		West Penthouse	2007		None	None				19 years	Yes	Yes
AHU 4	Trane	TWE120C304EL	7163RUSBD		West Penthouse	2007		None	None				19 years	Yes	Yes
AHU 5	Trane	TCPAIB007V2G3721DO	MO7A00022		West Penthouse	2006		None	None				18 years	Yes	Yes
AHU 6	Trane	TCPAIB007V2G3721DO	MO7A00023		West Penthouse	2006		None	None				18 years	Yes	Yes
AHU 7	Trane	TCPAIB007V2G3721DO	M07A00042		East Wing Mech Room	2007		None	None				18 years	Yes	Yes
AHU 8	Trane	MCCB008UAOAUAB	K07C39639		West Wing Mech Room	2007		None	None				14 years	Yes	Yes
AHU 9	Trane	MCCB003UAOAOUB	K07C38184		West Wing Mech Room	2007		None	None				14 years	Yes	Yes
AHU 11	Trane	TCPAIB075B2G3721DO	M07A00025		Center Penthouse	2007		None	None				14 years	Yes	Yes
VAV (26)	Trane	N/A	N/A		In Ceiling	1981		None	None				10 years	No	No
Ice Machine	Manitowoc	QD0212A	365639	1	2nd Fl Snack bar	2000		None	None				7 years	No	No
AHU	Goodman	ARUF486016AA	607255944		Center Penthouse	2006		None	None				13 years	No	No
CDU	Goodman	GSC130603AA	609040299	5	Center Roof	2006		None	None				13 years	No	No
AHU	Goodman	ARUF036-00A-1	311015178		UPS Room	2004		None	None				11 years	No	Yes
CDU	Goodman	CLK36-1H	310095543	3	East Wing Ground	2004		Dirty coil	Clean	$250			11 years	No	Yes
AHU 1	Liebert	DH125A-CAEI	739363-001		2nd Fl Comp Room	2004		None	None				11 years	No	Yes
CDU 1	Liebert	DCDF165Y	0535C79910	10	East Low Roof	2004		None	None				11 years	No	Yes
AHU 2	Liebert	DH125A-CAEI	562589-001		2nd Fl Comp Room	2004		None	None				11 years	No	Yes
CDU 2	Liebert	DCDF165Y	0337C65749	10	East Low Roof	2004		None	None				11 years	No	Yes
AHU 9	Trane	TWE060A300CA	RO52PV5H		Tax Collector/Tag Office	2000		None	None				7 years	No	Yes
CDU 9	Trane	TWA060D300A1	R092NFS1F	5	Center Wing Ground	2000		Dirty coil	Clean	$300			7 years	No	Yes
AHU 11	Lennox	B10-65-1P	5478A-09226		Room 1152	1994		Dirty coil, filters do not fit	Replace				1 year	Yes	Yes
CDU 11	Lennox	HP256512P	5894G42363	5	Center Front	1994		None	Replace				1 year	No	Yes
AHU 22	Bryant	FB4AN060	3296A22925		1st Fl Ctr Wing	1996		None	None				3 years	No	Yes
CDU 22	Bryant	661CJ060-A	2396E04664	5	East Wing Ground	1996		Dirty coil	Clean	$300			3 years	No	Yes
AHU 22	Goodman	ARUF060-00A-1	402763129		2nd Fl Snack Bar	2004		None	None				11 years	No	Yes
CDU 22	Goodman	CLK060-3	302452114	5	Ground Center Wing	2004		Dirty coil	Clean	$250			11 years	No	Yes
AHU 23	Bryant	FC4BNF030000AEAA	1696A16639		Room 1127	1996		None	None				3 years	No	Yes
CDU 23	Bryant	663CJ024-000AAA	1296E25550	2	West Wing Ground	1996		None	None				3 years	No	Yes

FACILITY ID	FACILITY NAME
2453	County Services Bldg.

1101 E First St
Sanford, FL

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 24	Evirmaster Intl	WCX24D06A0006	194D096821		1st Fl East End			None	None				1 year	No	No
CDU 24	Evirmaster Intl	CCB18DEA000AA0A	194D0604	2	Center Wing Ground	1994		None	None				1 year	No	No
AHU No Tag	Liebert	DH075A-CAEI	540015-001		1st Floor Comp Room	2002		None	None				9 years	No	Yes
CDU No Tag	Liebert	CDF104LP	0243C59700	10	East Wing Ground	2002		None	None				9 years	No	Yes
AHU No Tag	Trane	TWG036A140B1	5224UWL6V		Room 1157	2005		None	None				12 years	No	Yes
CDU No Tag	Trane	2TWB0036A1000AD	501266F4F	3	Center Wing Ground	2005		None	None				12 years	No	Yes
AHU 1	Trane	TWG025A140B1	40334UL6V		BOCC Comm Room	2003		None	None				10 years	No	Yes
CDU 1	Trane	TTB024C100A2	3395Y5J5	2	BOCC Roof	2003		None	None				10 years	No	Yes
AHU 2	Goodman	WMC241KFAJ	980600976		BOCC Sound Booth	1999		None	None				7 years	No	Yes
CDU 2	Goodman	HDC24-1AB	9903402994	2	BOCC Roof	1999		None	None				7 years	No	Yes
AHU 1	Weather King	WBHA-14J07NFDAI	TM360000759		Center Training Room 127	2000		None	None				7 years	No	Yes
CDU 1	Weather King	WAKA030JAZ	5428M320007653		Rear Center Low Roof	2000		None	None				7 years	No	Yes
AHU 2	Weather King	WBHA-12J07NFDAI	TM310002302		Center Training Room 127	2000		None	None				7 years	No	Yes
CDU 2	Weather King	WAKA018JAZ	5881M290017192		Rear Center Low Roof	2000		None	None				7 years	No	Yes
AHU 3	Weather King	WBHA-17J07NFDAI	TM310002303		Center Training Room 127	2000		None	None				7 years	No	Yes
CDU 3	Weather King	WAKA030JAZ	5428M320007655	2 1/2	Rear Center Low Roof	2000		None	None				7 years	No	Yes
PKG 1	Trane	TSC092A3RGA22A	702101995L	7 1/2	Front Lobby Roof	2007		None	None				14 years	Yes	Yes
PKG 2	Trane	WSC048A3ROAOJ	215100820L	4	Northwest Low Roof	2002		None	None				9 years	No	Yes
PKG 3	Trane	WCC036F100BF	R082LG11H	3	Center Roof	2000		None	None				7 years	No	Yes
PKG 4	Trane	WCC048F300BF	R042LHX2H	4	Center Roof	2000		None	None				7 years	No	Yes
PKG 12	Trane	2WCC3030A1000AA	64231D49H	2 1/2	Center Wing Low Roof	2007		None	None				14 years	Yes	Yes
PKG 13	Trane	2WCC3024A1000AA	6292MGY9H	2	Center Wing Low Roof	2007		None	None				14 years	Yes	Yes
PKG 16	Trane	WSC090A3RCA29A	702101993L	7 1/2	Center Wing Mid Roof	2007		None	None				14 years	Yes	Yes
PKG 28	Trane	2WCC3024A1000AA	6191W239H	2 1/2	Rear Center Low Roof	2006		None	None				13 years	Yes	Yes
PKG BOCC	Trane	TCD300B30FHB	701100803D	25	BOCC Roof	2007		None	None				14 years	Yes	Yes
PKG No Tag	Trane	TSCA012U0A	K00E79582	N/A	East Low Roof	1981		Past ASHRAE service life	Replace		$23,450	$35,040	1 year	Yes	Yes
PKG No Tag	Trane	DCCB-AAAGCHA0BAAC0EA	K95K78581		Northwest Roof	1981		Past ASHRAE service life	Replace		$23,450	$35,040	1 year	Yes	Yes
WPU	Bard	WA602-BOO	154J041933745-02	3 1/2	1st Fl Ctr Wing	2002		None	None				9 years	Yes	No
PRV 1	Penn Ventilator	CB18	N/A	1/4	West Roof	1985		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV 2	Penn Ventilator	BB531	N/A	1/6	West Roof	1985		Past ASHRAE service life	Replace		$1,950		1 year	No	No
PRV 4	Penn Ventilator	BB531	N/A	1/6	Northwest Roof	1985		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV 5	Penn Ventilator	BB531	N/A	1/6	Northwest Roof	1985		Past ASHRAE service life	Replace		$1,950		1 year	No	No
PRV 6	Penn Ventilator	BB531	N/A	1/6	Northwest Roof	1985		Past ASHRAE service life	Replace		$1,950		1 year	No	No
PRV 7	Penn Ventilator	BB45	N/A	1/4	Center Roof	1985		Past ASHRAE service life	Replace		$1,950		1 year	No	No

FACILITY ID	FACILITY NAME
2453	County Services Bldg.
1101 E First St Sanford, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
PRV 8	Penn Ventilator	AB10	N/A	1/4	Center Roof	1985		Past ASHRAE service life	Replace		$1,950		1 year	No	No
PRV 9	Penn Ventilator	CB18	N/A	1/4	Northeast Roof	1985		Past ASHRAE service life	Replace		$1,950		1 year	No	No
PRV 10	Penn Ventilator	CB18	N/A	1/4	Northeast Roof	1985		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV 12	Penn Ventilator	CB18	N/A	1/4	East Roof	1985		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV 14	Penn Ventilator	BB531	N/A	1/4	East Roof	1985		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV 15	Penn Ventilator	XR60	N/A	1/4	Rear Center Low Roof	1985		Past ASHRAE service life	Replace		$1,950		1 year	No	No
PRV 17	N/A	N/A	N/A	N/A	Center Wing Mid Roof	1985		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV East1stF	Penn Ventilator	AB10	N/A	N/A	East Low Roof	N/A		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV No Tag	Dayton	4YU93	05K28940	1/4	Center Roof	2005		None	None				17 years	No	No
PRV No Tag	N/A	N/A	N/A	N/A	BOCC Roof	N/A		No belt	Replace belt	$400			2 years	No	No
PRV No Tag	N/A	N/A	N/A	N/A	Center Wing Mid Roof	N/A		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV No Tag	N/A	N/A	N/A	N/A	East Wall	N/A		None	None				2 years	No	No
EF 1	Cook	80C2B	047S6731	1/6	West Wing Low Roof	2004		No belt, not secured to curb	Replace belt, secure to curb	$450					

FACILITY ID	FACILITY NAME
2484	Court Facilities Bldg.

116 North Hood
Sanford FL
Year Built: 1986
Sq ft: 7872

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
RTU 1	Bryant	602BNX036000AC	3305G21564	3	Roof	2005		None	None				12 years	No	No
RTU 2	Bryant	602BNX036000AC	3205G41320	3	Roof	2005		None	None				12 years	No	No
RTU 3	Carrier	50EE030330	1989C67475	2 1/2	Roof	1989		None	None				2 years	Yes	No
RTU 4	Carrier	50EE021300	4988037958	2 1/2	Roof	1989		None	None				2 years	Yes	No
RTU 5	Carrier	50EE029330	4288091015	2 1/2	Roof	1989		None	None				2 years	Yes	No
RTU 6	Bryant	602BNX036000AC	3205G31426	3	Roof	2005		None	None				12 years	No	No
RTU 7	Carrier	50EE030330	1989E67471	2 1/2	Roof	1989		None	None				2 years	No	No
RTU 8	Carrier	50EE024331	0289C66525	2	Roof	1989		None	None				2 years	No	No
RTU 9	Carrier	50EE030330	1789C67592	2 1/2	Roof	1989		None	None				2 years	No	No

FACILITY ID	FACILITY NAME
8120	Criminal Justice Center

101 Bush Blvd
Sanford, FL

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Chiller-1	York	YT-H3-B2-C3-CK-J	SFMM-995370	300	Chiller Plant	2004		None	None				20 years	No	Yes
Chiller-2	York	YT-H3-B2-C3-CK-J	SFMM-995270	300	Chiller Plant	2004		None	None				20 years	No	Yes
Chiller-3	York	YT-H3-B2-C3-CK-J	SFMM-995260	300	Chiller Plant	2004		None	None				20 years	No	Yes
Tower-1	BAC	3412A-3	U037408301	25hp	Chiller Yard	2004		None	None				20 years	No	No
Tower-2	BAC	3412A-3	U037408301	25hp	Chiller Yard	2004		None	None				20 years	No	No
Tower-3	BAC	3412A-3	U037408301	25hp	Chiller Yard	2004		None	None				20 years	No	No
VFD Fan-1	York Air Mod	AKK40102032	489999J2200	25hp	Chiller Plant	2004		None	None				20 years	No	No
VFD Fan-2	York Air Mod	AKK40102032	489999J2200	25hp	Chiller Plant	2004		None	None				20 years	No	No
VFD Fan-3	York Air Mod	AKK40102032	489999J2200	25hp	Chiller Plant	2004		None	None				20 years	No	No
Cond Pump P-8	TACO	FI5013E2KALILOA	P-8	15hp	Chiller Plant	2004		None	None				17 years	No	No
Cond Pump P-9	TACO	FI5013E2KALILOA	P-9	15hp	Chiller Plant	2004		None	None				17 years	No	No
Cond Pump P-10	TACO	FI5013E2KALILOA	P-10	15hp	Chiller Plant	2004		None	None				17 years	No	No
Cond Pump P-11	TACO	FI5013E2KALILOA	P-11	15hp	Chiller Plant	2004		None	None				17 years	No	No
Chw Secondary P-5	TACO	FI5011E2JAJILOA	P-5	20hp	Chiller Plant	2004		None	None				17 years	No	No
Chw Secondary P-6	TACO	FI5011E2JAJILOA	P-6	20hp	Chiller Plant	2004		None	None				17 years	No	No
Chw Secondary P-7	TACO	FI5011E2JAJILOA	P-7	20hp	Chiller Plant	2004		None	None				17 years	No	No
VFD Secondary P-5	York Air Mod	N/A	P-5	20hp	Chiller Plant	2004		None	None				17 years	No	No
VFD Secondary P-6	York Air Mod	N/A	P-6	20hp	Chiller Plant	2004		None	None				17 years	No	No
VFD Secondary P-7	York Air Mod	N/A	P-7	20hp	Chiller Plant	2004		None	None				17 years	No	No
Chw Primary P-1	TACO	FI4075E2FAJILOA	282976	7.5hp	Chiller Plant	2004		None	None				17 years	No	No
Chw Primary P-2	TACO	FI4075E2FAJILOA	282976	7.5hp	Chiller Plant	2004		None	None				17 years	No	No
Chw Primary P-3	TACO	FI4075E2FAJILOA	282976	7.5hp	Chiller Plant	2004		None	None				17 years	No	No
Chw Primary P-4	TACO	FI4075E2FAJILOA	282976	7.5hp	Chiller Plant	2004		None	None				17 years	No	No
VAV (289)	York	VH510	14861-2	2 3/5	Ceiling	2004		None	None				27 years	No	No
VAV W/Heat	York	VH510	140437-9	2 3/5	Ceiling	2004		None	None				27 years	No	No
AHU-1	York	AP400	CFMM18413D	25hp	1st Fl	2004		None	None				17 years	Yes	Yes
AHU-2	York	AP250	CFMM18414D	15hp	1st Fl	2004		None	None				17 years	Yes	Yes
AHU-3	York	AP105	CFMM18415D	10hp	1st Fl	2004		None	None				17 years	Yes	Yes
AHU-4	York	AP305	CFMM18416D	25hp	1st Fl	2004		None	None				17 years	Yes	Yes
AHU-5	York	AP105	CFMM18417D	10hp	1st Fl	2004		None	None				17 years	Yes	Yes
AHU-6	York	AP305	CGMM18600D	20hp	2nd Fl	2004		None	None				17 years	Yes	Yes
AHU-7	York	AP250	CGMM18602D	20hp	2nd Fl	2004		None	None				17 years	Yes	Yes
AHU-8	York	AP215	CGMM18603D	15hp	2nd Fl	2004		None	None				17 years	Yes	Yes
AHU-9	York	AP250	CGMM18886D	20hp	3rd Fl	2004		None	None				17 years	Yes	Yes
AHU-10	York	AP305	CGMM18885D	20hp	3rd Fl	2004		None	None				17 years	Yes	Yes
AHU-11	York	AP215	CHMN18919D	15hp	4th Fl	2004		None	None				17 years	Yes	Yes
AHU-12	York	AP250	CHMN18917D	20hp	4th Fl	2004		None	None				17 years	Yes	Yes
AHU-13	York	AP215	CHMN18920D	20hp	4th Fl	2004		None	None				17 years	Yes	Yes
AHU-14	York	AP250	CHMM19391D	20hp	5th Fl	2004		None	None				17 years	Yes	Yes
AHU-15	York	AP250	CHMN19392D	20hp	5th Fl	2004		None	None				17 years	Yes	Yes
AHU-16	York	AP305	CHMN19387D	20hp	5th Fl	2004		None	None				17 years	Yes	Yes
AHU-17	York	AP500	CHMN19388D	25hp	Penthouse	2004		None	None				17 years	Yes	Yes
AHU-18	York	AP170	CHMM19389D	15hp	Penthouse			None	None				17 years	Yes	Yes

FACILITY ID	FACILITY NAME
8120	Criminal Justice Center

101 Bush Blvd
Sanford, FL

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-19	York	AP500	CHMM19390D	25hp	Penthouse	2004		None	None				17 years	Yes	Yes
AHU-20	York	AP105	CFMM18421D	7.5hp	Basement	2004		None	None				17 years	Yes	Yes
AHU-21	York	AP35	CFMM18411D	10hp	Rear Loading Dock	2004		None	None				17 years	Yes	Yes
AHU-23	York	24YSHW66	K08FC665853		Chiller Plant	2004		None	None				11 years	No	No
AHU-24	York	60YSVW6	K08FC665855		Penthouse	2004		None	None				11 years	No	No
AHU-25	York	60YSVW6	K08FC665855		Penthouse	2004		None	None				11 years	No	No
AHU-26	York	60YSVW6	K08FC665855		Penthouse	2004		None	None				11 years	No	No
VFD Air handlers	York Air Mod	24 Drives	N/A	N/A		2004		None	None				20 years	No	No
Mini Mate 1	Liebert	MMD40C2A0EDC	0331N80837	3	Room 0079	2004		None	None				12 years	No	No
Mini Mate 2	Liebert	MMD40C2A0EDC	0331N80847	3	Room 1150	2004		None	None				12 years	No	No
Mini Mate 3	Liebert	MMD40C2A0EDC	0331N80800	3	Room 3090	2004		None	None				12 years	No	No
Mini Mate 4	Liebert	MMD40C2A0EDC	0331N80845	3	Room 4238	2004		None	None				12 years	No	No
Mini Mate 5	Liebert	MMD40C2A0EDC	0331N80841	3	Room 1260	2004		None	None				12 years	No	No
Mini Mate 6	Liebert	MMD40C2A0EDC	0331N80804	3	Room 3214	2004		None	None				12 years	No	No
Mini Mate 7	Liebert	MMD40C2A0EDC	0331N80801	3	Room 5222	2004		None	None				12 years	No	No
Mini Mate 8	Liebert	MMD40C2A0EDC	0331N80830	3	Room 4044	2004		None	None				12 years	No	No
Mini Mate 9	Liebert	MMD40C2A0EDC	0331N80864	3	Room 3045	2004		None	None				12 years	No	No
Mini Mate 10	Liebert	MMD40C2A0EDC	0331N80880	3	Room 1072	2004		None	None				12 years	No	No
Mini Mate 11	Liebert	MMD40C2A0EDC	0331N80865	3	Room 3042	2004		None	None				12 years	No	No
Mini Mate 12	Liebert	MMD40C2A0EDC	0331N80828	3	Room 5063	2004		None	None				12 years	No	No
Mini Mate 13	Liebert	MMD40C2A0EDC	0331N80844	3	Room 3196	2004		None	None				12 years	No	No
Mini Mate 14	Liebert	MMD40C2A0EDC	0331N80914	3	Room 1142	2004		None	None				12 years	No	No
Mini Mate 15	Liebert	MMD40C2A0EDC	0331N80882	3	Room 2430	2004		None	None				12 years	No	No
Mini Mate 16	Liebert	MMD40C2A0EDC	0331N80883	3	Room 2198	2004		None	None				12 years	No	No
Mini Mate 17	Liebert	MMD40C2A0EDC	0331N80877	3	Room 3192	2004		None	None				12 years	No	No
Mini Mate 18	Liebert	MMD40C2A0EDC	0331N80878	3	Room 2036	2004		None	None				12 years	No	No
Mini Mate 19	Liebert	MMD40C2A0EDC	0331N80879	3	Room 1142	2004		None	None				12 years	No	No
Deluxe System 3	Liebert	UH529C-AAE0	416241G117	30	Clerks Office	2004		None	None				12 years	No	No
Exhaust Fan 1	Cook	365SQN-HP	047S747641	7 1/2	Penthouse	2004		None	None				17 years	No	No
Exhaust Fan 2	Cook	365SQN-PH	047S747641	10	Room 6010	2004		None	None				17 years	No	No
Exhaust Fan 3	Cook	365SQN-HP	047S747641	7 1/2	Penthouse	2004		None	None				17 years	No	No
Exhaust Fan 4	Cook	245SQN-B	047S747641	3/4	Sheriff's Locker Room	2004		None	None				17 years	No	No
Exhaust Fan 5	Cook	N/A	047S747641	50	Room 1118	2004		None	None				17 years	No	No
Exhaust Fan 6	Cook	80SQN-B	047S747641	1/4	Room 1118	2004		None	None				17 years	No	No
Exhaust Fan 7	Cook	135SQN-B	047S747641	1/4	1st Fl	2004		None	None				17 years	No	No
Exhaust Fan 8	Cook	135SQN-B	047S747641	1/2	Sheriff's Locker Room	2004		None	None				17 years	No	No
Exhaust Fan 9	Cook	120SQN-B	047S747641	1/4	Rear Loading Dock	2004		None	None				17 years	No	No
Exhaust Fan 10	Cook	365SQN-PH	047S747641	10	Penthouse	2004		None	None				17 years	No	No
Exhaust Fan 11	Cook	N/A	047S747641	1/4	Clerks Office	2004		None	None				17 years	No	No
Exhaust Fan 12	Cook	N/A	047S747641	10	Clerks Office	2004		None	None				17 years	No	No

FACILITY ID	FACILITY NAME
8120	Criminal Justice Center
101 Bush Blvd Sanford, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Exhaust Fan 13	Cook	300SQN-P	047S747641	7 1/2	Chiller Plant	2004		None	None				17 years	No	No

FACILITY ID	FACILITY NAME
2490	CSB Boiler House

1101 1ST ST E.
Sanford, FL
Year Built: 1960
Sq ft: 4500

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE090A300AC	P431PD75H		Storage Area	1999		None	None				7yr's	No	No
CDU	Trane	TWA090A300BC	P4334PPAH	7 1/2	Outside Ground	1999		None	None				7yr's	No	No
Condensate Pumps	Grundfoss	B-9404	Type-CR8-60-U-G-A-BUBE	5HP.	Garage	1993		None	None				6yr's	No	No
Chemical Pump	Walchem	1014-191S	89090200		Garage	1999		None	None				5yr's	No	No
Boiler - Steam	Cleaver Brooks	CB1700125LE	L97790	5102	Garage	1997		None	None				15yr's	No	No
Boiler - Steam	Continental	15821165	F11B2500465936236	8625	Garage	1965		Past ASHRAE Service Life	Replace		$139,700		1yr	No	No
Exh-Fan-1	PENN	N/A	N/A	N/A	Storage Roof	N/A		None	None				5yr's	No	No
2-Exh-Fan's	PENN	DX18B	Lable#-59271	N/A	Garage Roof	N/A		None	None				10yr	No	No

FACILITY ID	FACILITY NAME
8082	Econ River House

3795 Old Lockwood Rd
Oviedo, FL 32765

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU	Carrier	38BYC024340	0499E27231	2	Econ river house	1999		NONE	NONE				5 YRS	NO	NO
AHU	Trane	TWG030A140B1	S-5222V326V		Econ river house	1999		NONE	NONE				5 YRS	NO	NO

FACILITY ID	FACILITY NAME
2443	Fleet/Facilities Management Bldg

205 County Home Rd
Sanford, FL 32773
Year Built: 1987
Sq ft: 12304

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU#1	Trane	TWE120A300CA	N/A		Electrical Room	2000		None	None				7 years	No	No
CDU#1	Trane	TWA120A300DA	R444XPYAH	10	Outside of Electrical Room	2000		None	None				7 years	No	No
AHU#2	Carrier	FX4BN030	4505A72945		Attic	2005		None	None				12 years	No	No
CDU#2	Carrier	38ETG030300	3305E45677	2 1/2	N East Side of Bldg	2005		None	None				12 years	No	No
AHU#3	Armstrong Air	BCS2M60C00NA1P-1	6006L30897		Attic	2007		No insulation on drain line	Insulate	$300			14 years	No	No
CDU#3	Armstrong Air	2SCU13LE160P-1	1607D00462	5	N East Side of Bldg	2007		None	None				14 years	No	No
AHU#4	Trane	TWE120A300CA	R452KKG5H		Room 158	2000		None	None				7 years	No	No
CDU#4	Trane	TWA120A300DA	R443YAUAH	10	South Side of Bldg	2000		Dirty coil	Clean	$400			7 years	No	No
Ice Machine	Manitowoc	QD0282A	990862729	N/A	Room 177	1999		None	None				5 years	No	No
Exhaust Fan	Dayton	3C305A	X914450	3/4	Woodshop	1991		None	None				3 years	No	No
WPU#1	Marvair	ABP48ACC15MU-1000	HN91748	4	Woodshop Wall	1995		None	None				2 years	No	No
WPU#2	Eubank	W60CS00B1F00A	976-P30176	5	S East Wall	1997		Dirty coil	Clean	$400			4 years	Yes	No

FACILITY ID	FACILITY NAME
2443	Fleet/Facilities Warehouse Bldg

205 County Home Rd
Sanford, FL 32773
Year Built: 1987
Sq ft: 12304

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Exhaust Fan	Dayton	5C196	957343	1/2	Warehouse	1995		None	None				7 years	No	No
Exhaust Fan	Sound Aire	N/A	N/A	N/A	East Side Roof	N/A		None	None				10 years	No	No
Exhaust Fan	Sound Aire	N/A	N/A	N/A	East Side Roof	N/A		None	None				10 years	No	No

FACILITY ID	FACILITY NAME
8109	Fire Station 12 - Douglas
325 Douglas Ave	
Altamonte Springs, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Trane	TWE063P13FB0	3113LMK1V		1st FL. ELECTRICAL ROOM	2003		NONE	NONE				10YR'S	YES	NO
CDU-1	Trane	TWR060D100A2	2113AG11F	5	SW SIDE OF BLDG..	2003		DIRTY COIL	CLEAN	$250			10YR'S	NO	NO
AHU-2		AH68HKB4200	28211203359		2nd Fl	2003		NONE	NONE				10YR'S	YES	NO
CDU-2		QH848-1D	28312223979	4	SW SIDE OF BLDG..	2003		DIRTY COIL	CLEAN	$250			10YR'S	NO	NO
Ice Machine	Manitowoc	QD0602A	0G0562683	2	EQUIPMENT STORAGE ROOM	2006		NONE	NONE				8YR'S	NO	NO
SPACE HEATER	EMERSON	MHU-032	01-84-1627	2.23-KW	FITNESS ROOM	2001		NONE	NONE				7YR'S.	NO	NO
EF-NO TAG	LOREN COOK	GEMINI 4-15	N/A	N/A	FITNESS ROOM	N/A		DON'T WORK	REPLACE		$915			NO	NO
EF-NO TAG	LOREN COOK UNI-DOME	245U5E-ACU	S153466	N/A	TRUCK BAY ROOF	1983		PAST ASHRAE SERVICE LIFE			$2,220			NO	NO

FACILITY ID	FACILITY NAME
2462	John E. Polk Correctional Facility

211 Bush Blvd.
Sanford FL 32773
Year Built: 1985
Sq ft: 190000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Chiller-1	York	YR-VD-VB-T0-46A	SBMM-890780	250	Chiller Plant	2003		None	None				25 years	No	Yes
Chiller-2	York	YR-VD-VB-T0-46A	SBMM-890650	250	Chiller Plant	2003		None	None				25 years	No	Yes
Boiler-1	York Shipley	560-SPW-100-N	03-21524	4185	Boiler Plant	2003		None	None				26 years	No	No
Boiler-2	York Shipley	560-SPW-100-N	03-21525	4185	Boiler Plant	2003		None	None				26 years	No	No
RTU-1	Trane	TSCB04U0C	K06B20742	N/A	Admin Building Roof	2006		None	None				13 years	Yes	Yes
RTU-2	Trane	TCC024F100BG	3333KNM2H	2	Medical Records Roof	2003		None	None				10 years	Yes	Yes
Mini Split AHU	Goodman	WMC24-1A	8000081		Admin Building Com Room	2003		None	None				7 years	No	No
Mini Split CDU	Goodman	HDC24-1AB	8407041	2	Admin Building Roof	2000		None	None				7 years	No	No
Cond Pump-1	Taco	FI5009E2HAJILOA	277495/3	15hp	Chiller Plant	2003		None	None				16 years	No	No
Cond Pump-2	Taco	FI5009E2HAJILOA	277495/3	15hp	Chiller Plant	2003		None	None				16 years	No	No
Cond Pump-3	Taco	FI5009E2HAJILOA	277495/3	15hp	Chiller Plant	2003		None	None				16 years	No	No
Chw Pump-1	Taco	FI3013E2KAHILOA	277495/1	25hp	Chiller Plant	2003		None	None				16 years	No	No
Chw Pump-2	Taco	FI3013E2KAHILOA	277495/1	25hp	Chiller Plant	2003		None	None				16 years	No	No
Chw Pump-3	Taco	FI3013E2KAHILOA	277495/1	25hp	Chiller Plant	2003		None	None				16 years	No	No
Tower-1	BAC	3272A-2	U037189601		Chiller Plant	2003		Scale build up on coil	Clean	$5,000			16 years	No	Yes
Tower-2	BAC	3272A-2	U037189601		Chiller Plant	2003		Scale build up on coil	Clean	$5,000			16 years	No	Yes
HWP-1	Taco	FI2511E2HAJILOA	277495-5	15hp	Boiler Room	2003		None	None				16 years	No	No
HWP-1	Taco	FI2511E2HAJILOA	277495-5	15hp	Boiler Room	2003		Water leak	Find and fix leak	$2,000			16 years	No	No
Air Cooled Condenser	Scotsman	N/A	4680164	N/A	Kitchen Roof	N/A		Past ASHRAE service life	Replace		$4,420		0	No	No
AHU 2	Trane	MCCB008UA0A0UA	K07G96157		A-Pod	2007		None	None				14 years	Yes	Yes
AHU 3	Trane	MCCB008UA0A0UA	K07D96138		C-Pod	2007		None	None				14 years	Yes	Yes
AHU 4	Trane	MCCB008UA0A0UB	K07G9S170		A-Pod	2007		None	None				14 years	Yes	Yes
AHU 5	Trane	MCCB008UA0A0UB	K07G96203		C-Pod	2007		None	None				14 years	Yes	Yes
AHU 6	Trane	M8B	K79A48429		A-Pod	1979		Past ASHRAE service life	Replace		$16,050		1 year	Yes	Yes
AHU 7	Trane	M8B	K79A48424		C-Pod	1979		Past ASHRAE service life	Replace		$16,050		1 year	Yes	Yes
AHU 8	Trane	M8B	K79A48423		A-Pod	1979		Past ASHRAE service life	Replace		$16,050		1 year	Yes	Yes
AHU 9	Trane	M8B	K79A48430		C-Pod	1979		Past ASHRAE service life	Replace		$16,050		1 year	Yes	Yes
AHU 10	Trane	MCCB008UA0A0UA	K09G96151		B-Pod	2007		None	None				14 years	Yes	Yes
AHU 11	Trane	MCCB008UA0A0UA	K07G96190		B-Pod	1979		None	None				14 years	Yes	Yes
AHU 12	Trane	M8B	K79A48432		B-Pod	1979		Past ASHRAE service life	Replace		$16,050		1 year	Yes	Yes
AHU 13	Trane	M8B	K79A48426		B-Pod	1979		Past ASHRAE service life	Replace		$16,050		1 year	Yes	Yes
AHU 16	Magic Aire	90-BR	990178105		Control 2 Roof	1999		Cabinet damage	Fix	$500			6 years	Yes	Yes
AHU 17	Trane	MCCB021UA0C0UB	K05G92971		Boiler Room	2005		None	None				12 years	Yes	Yes
AHU 18	Trane	CCDB14ENFE	K86E00017		D-Pod	1986		Past ASHRAE service life	Replace		$27,080		1 year	Yes	Yes
AHU 19	Trane	CCDB14ENFE	K86E00018		D-Pod	1986		Past ASHRAE service life	Replace		$27,080		1 year	Yes	Yes
AHU 20	Trane	CCDB10ENFE	K86E00011		E-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 21	Trane	CCDB10ENFE	K86E00012		E-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 22	Trane	CCDB10ENFE	K86E00013		F-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 23	Trane	CCDB10ENFE	K86E00014		F-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 24	Trane	CCDB10ENFE	K86E00015		G-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 25	Trane	CCDB10ENFE	K86E00016		G-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 26	Trane	CCDB10ENFE	K86E01317		H-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 27	Trane	CCDB10ENFE	K86E01318		H-Pod			Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes

FACILITY ID	FACILITY NAME
2462	John E. Polk Correctional Facility

211 Bush Blvd.
Sanford FL 32773
Year Built: 1986
Sq ft: 190000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 28	Trane	CCDB14DNFE	K86E99882		Loading Dock	1986		Past ASHRAE service life	Replace		$24,350		1 year	Yes	Yes
AHU 29	Trane	CCDB12CFOE	K86E99883		Loading Dock	1986		Past ASHRAE service life	Replace		$22,740		1 year	Yes	Yes
AHU 30	Trane	CCDB06CFOE	K86E01319		H-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 31	Trane	CCDB08EFOE	K86E01320		G-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 32	Trane	CCDB08DNFE	K86E01321		H-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 33	Trane	CCDB08EFOE	K86E01322		H-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
PKG 34	Trane	4WCC304813000AA	7051JWW9H	4	Control 2 Roof	2006		None	None				13 years	Yes	Yes
PKG 35	Trane	4WCC3036A3000AA	6442XME9H	3	Control 2 Roof	2006		None	None				13 years	Yes	Yes
PKG 36	Trane	2WCC3030A1000AA	73421ME9H	2 1/2	Control 2 Roof	2006		None	None				13 years	Yes	Yes
PKG 37	Trane	2WCC3024A1000AA	7192KL39H	2	Control 2 Roof	2006		None	None				13 years	Yes	Yes
EF-1	Cook	210R4B	7020203	1/3	Chiller Plant Roof	2000		None	None				12 years	No	Yes
EF-2	Cook	210R4B	77020203	1/3	Chiller Plant Roof	2000		None	None				12 years	No	Yes
PRV-001	Greenheck	G-100-A	00J2005	1/4	B-Pod	2000		None	None				12 years	No	Yes
PRV-002	Greenheck	G-95-D	00J20107	1/4	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-003	Greenheck	G-95-D	00J02108	1/4	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-004	Greenheck	GB-200-A	00J21353	1/4	A-Pod	2000		None	None				12 years	No	Yes
PRV-005	Greenheck	G-85-D	00J21435	1/20	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-006	Greenheck	G-70-D	00J21413	1/30	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-008	Greenheck	G-100-A	00J20007	1/4	A-Pod	2000		None	None				12 years	No	Yes
PRV-009	Greenheck	G-100-A	00J20008	1/3	C-Pod	2000		None	None				12 years	No	Yes
PRV-010	Greenheck	G-100-A	00J12006	1/3	A-Pod	2000		None	None				12 years	No	Yes
PRV-011	Greenheck	GB-100-A	00J20009	1/3	C-Pod	2000		None	None				12 years	No	Yes
PRV-012	Greenheck	GB-200-3	00J21358	1/3	B-Pod	2000		None	None				12 years	No	Yes
PRV-013	Greenheck	GB-200-3	00J121337	1/3	B-Pod	2000		None	None				12 years	No	Yes
PRV-014	Greenheck	G-100-A	00J20010	1/3	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-015	Greenheck	GB-200-3	00J21350	1/3	C-Pod	2000		None	None				12 years	No	Yes
PRV-016	Greenheck	GB-200-3	00J21351	1/3	A-Pod	2000		None	None				12 years	No	Yes
PRV-017	Greenheck	GB-200-3	00J21554	1/3	C-Pod	2000		None	None				12 years	No	Yes
PRV-018	Greenheck	GB-200-3	00J21349	1/3	A-Pod	2000		None	None				12 years	No	Yes
PRV-019	Greenheck	GB-200-3	GB-200-3	1/3	C-Pod	2000		None	None				12 years	No	Yes
PRV-020	Greenheck	GB-200-3	00J21355	1/3	A-Pod	2000		None	None				12 years	No	Yes
PRV-021	Greenheck	GB-200-3	00J21352	1/3	C-Pod	2000		None	None				12 years	No	Yes
PRV-022	Greenheck	G-100-A	00J20011	1/3	B-Pod	2000		None	None				12 years	No	Yes
PRV-023	Greenheck	GB-200-3	00J21360	1/3	B-Pod	2000		None	None				12 years	No	Yes
PRV-024	Greenheck	CUBE-200-5	00J20239	1/3	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-025	Greenheck	GB-200-3	00J21359	1/3	B-Pod	2000		None	None				12 years	No	Yes
PRV-026	Greenheck	G-75-D	00J20049	1/20	Admin Building Roof	2000		Fan not secured to curb	Secure				12 years	No	Yes
PRV-27	Greenheck	G-85-D	00J20067	1/20	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-28	Greenheck	CUE-100-B	00J15961	1/6	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-30	Greenheck	GB-200-7	00J19995	3/4	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-31	Greenheck	GB-330-20	00J21633	2	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-32	Greenheck	G-70-D	00J20043	1/30	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-33	Greenheck	G-70-D	00J20044	1/30	Control 2 Roof	2000		None	None				12 years	No	Yes

FACILITY ID	FACILITY NAME
2462	John E. Polk Correctional Facility

211 Bush Blvd.
Sanford FL 32773
Year Built: 1985
Sq ft: 190000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
PRV-34	Greenheck	G-70-D	00J20045	1/30	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-35	Greenheck	G-70-D	00J20046	1/30	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-36	Greenheck	G-70-D	00J20047	1/30	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-37	Greenheck	G-70-D	00J20048	1/30	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-38	Greenheck	G-100-A	00J20012	1/4	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-39	Greenheck	G-75-D	00J20050	1/25	Admin Building Roof	1979		None	None				12 years	No	Yes
PRV-40	Greenheck	G-85-D	00J20068	1/20	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-41	Greenheck	G-100-A	00J20013	1/4	Admin Building Roof	1979		None	None				12 years	No	Yes
PRV-42	Greenheck	G-65-D	00J07987	1/30	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-43	Greenheck	G-90-D	00J21453	1/15	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-44	Greenheck	G-90-D	00J21454	1/15	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-45-Q	Greenheck	CUBE-200-7	00J16411	3/4	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-46	Greenheck	CUBE-180-3	00J16399	1/3	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-47	Greenheck	CUBE-200-5	00J20240	1/2	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-50	Greenheck	G-90-D	00J21455	1/15	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-51	Greenheck	G-90-D	00J21456	1/15	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-52	Greenheck	G-95-D	00J20104	1/30	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-53	Greenheck	CUBE-300-20	00J20257	2	D-Pod	2000		None	None				12 years	No	Yes
PRV-54	Greenheck	G-95-D	00J21461	1/8	D-Pod	2000		None	None				12 years	No	Yes
PRV-56	Greenheck	G-95-D	00J21465	1/2	F-Pod	2000		Bad motor	Fix or replace motor	$400			12 years	No	Yes
PRV-58	Greenheck	CUBE-240-20	00J20255	2	D-Pod	2000		None	None				12 years	No	Yes
PRV-59	Greenheck	G-95-D	00J20105	1/8	D-Pod	2000		None	None				12 years	No	Yes
PRV-60	Greenheck	CUBE-300-10	00J21617	1	E-Pod	2000		None	None				12 years	No	Yes
PRV-61	Greenheck	G-95-D	00J20106	1/8	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-63	Greenheck	CUBE-300-15	00J20258	1 1/2	E-Pod	2000		None	None				12 years	No	Yes
PRV-64	Greenheck	G-95-D	00J21462	1/2	E-Pod	2000		None	None				12 years	No	Yes
PRV-65	Greenheck	CUBE-300-15	00J20261	1 1/2	F-Pod	2000		None	None				12 years	No	Yes
PRV-66	Greenheck	G-65-D	00J212397	1/4	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-68	Greenheck	CUBE-300-15	00J21262	1 1/2	F-Pod	2000		None	None				12 years	No	Yes
PRV-69	Greenheck	G-95-D	00J21464	1/2	F-Pod	2000		Bad motor	Fix or replace motor	$400			12 years	No	Yes
PRV-70	Greenheck	CUBE-300-15	00J20259	1	G-Pod	2000		None	None				12 years	No	Yes
PRV-71	Greenheck	G-95-D	00J21465	1/2	G-Pod	2000		None	None				12 years	No	Yes
PRV-74	Greenheck	G-95-D	00J21466	1	G-Pod	2000		None	None				12 years	No	Yes
PRV-75	Greenheck	CUBE-300-10	00J21619	1	H-Pod	2000		None	None				12 years	No	Yes
PRV-73	Greenheck	CUBE-300-10	00J21618	1 1/2	G-Pod	2000		None	None				12 years	No	Yes
PRV-78	Greenheck	CUBE-300-15	00J20260	1 1/2	H-Pod	2000		None	None				12 years	No	Yes
PRV-79	Greenheck	G-60-D	00J20039	1/4	H-Pod	2000		None	None				12 years	No	Yes
PRV-80	Greenheck	G-85-D	00J20069	1/20	E-Pod	2000		None	None				12 years	No	Yes
PRV-81	Greenheck	G-85-D	00J21436	1/20	Warehouse Roof	2000		None	None				12 years	No	Yes
PRV-86	Greenheck	G-70-G	00J25595	1/60	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-87	Greenheck	G-60-D	00J23139	1/2	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-92	Greenheck	G-65-D	00J020042	1/30	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-93	Greenheck	G-90-D	00J21457	1/15	Control 2 Roof	2000		None	None				12 years	No	Yes

FACILITY ID	FACILITY NAME
2462	John E. Polk Correctional Facility

211 Bush Blvd.
Sanford FL 32773
Year Built: 1985
Sq ft: 190000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
PRV-94-Q	Greenheck	G-90-D	00J21458	1/15	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-95	Greenheck	G-95-D	00J21460	1/30	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-96	Greenheck	GB-240-7	00J21373	3/4	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-97	Greenheck	G-70-D	00J25606	1/30	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-99	Greenheck	CUBE-100HP-3	00J21554	3	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-100	Greenheck	G-120-A	00J21395	1/3	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-101	Greenheck	G-100-B	00J21378	1/6	Warehouse Roof	2000		None	None				12 years	No	Yes
PRV-102	Greenheck	CUBE-300-20	00J21620	2	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-103	Greenheck	G-65-D	00J21403	1/30	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-106	Cook	300ACSC300SC10B	047S848904-00	3	Admin Building Roof	2005		None	None				17 years	No	Yes
KEF-2	Greenheck	CUBE-200-5	1121979	2	Kitchen Roof	2000		None	None				12 years	No	Yes
KEF-3	Greenheck	CUBE-300-15-6	1121990	2	Kitchen Roof	2000		Fan not secured to roof	Secure	$200			12 years	No	Yes
KEF-4	Greenheck	CUBE-300-15-6	1121989	2	Kitchen Roof	2000		None	None				12 years	No	Yes
KSF-1	Grease Master	N/A	N/A	N/A	Kitchen Roof	1985		Past ASHRAE service life	Replace		$4,575		1 year	No	No
KSF-2	Grease Master	N/A	N/A	N/A	Kitchen Roof	1985		Past ASHRAE service life	Replace		$4,575		1 year	No	No
KSF-3	Grease Master	N/A	N/A	N/A	Kitchen Roof	1985		Past ASHRAE service life	Replace		$4,575		1 year	No	No
PRV-NT	Greenheck	G-70-D	00J25607	1/4	Control 1 Roof	2000		None	None				12 years	No	No
PRV-NT	Greenheck	G-75-G	00J25625	1/4	Kitchen Roof	2000		None	None				12 years	No	No
PRV-NT	Greenheck	G-60-D	00J20036	1/20	Kitchen Roof	2000		None	None				12 years	No	No
PRV-NT	N/A	N/A	N/A	1/20	Kitchen Roof	2000		None	None				12 years	No	No
PRV-NT	Greenheck	90C15DH	11RC1203	1/8	Kitchen Roof	2000		Dirty	Clean	$300			12 years	No	No
PRV-NT	Greenheck	G-65-D	00J21404	1/2	Warehouse Roof	2000		None	None				12 years	No	No
PRV-NT	Greenheck	G-70-D	00J25596	1/2	Admin Building Roof	2000		None	None				12 years	No	Yes

FACILITY ID	FACILITY NAME
3029	WTP Heathrow

1500 International Dr.
Lake Mary, FL. 32746
Year Built: 1994
Sq ft: 3448

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU-1	Bard	WA182-AOU	139D011609273	1 1/2	Control Bldg	2002		None	None				10yr's	Yes	No
4-Exhaust Fans	Centri Master	Pu135E1	XID515203	1/6	Control Bldg.-Roof	2003		None	None				15yr's	No	No
Bathroom Exhaust	Master Ette	V80	N/A	1/4	Control Bldg	1994		Fan Pulls No Air	Replace		$1,590		0	No	No
WPU-2	Bard	WA301	123B011504310	2 1/2	Back Control Bldg.	2001		None	None				10yr's	Yes	No
WPU-3	Bard	WA301	123B011502923	2 1/2	Back Control Bldg.	2002		None	None				10yr's	Yes	No

FACILITY ID	FACILITY NAME
8010	WTP Indian Hills

1900 Wilshire Blvd
Casselberry, FL, 32730
Year Built: 1976
Sq ft: 820

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AC-WALL MOUNT	BARD	WA372-A00	225N072426828-02	3	OUTSIDE BACK WALL	2008	[redacted]	NONE	NONE				10YR'S	YES	NO
EF-1	N/A	N/A	N/A	N/A	STORAGE ROOM	N/A	[redacted]	FAN DON'T WORK	REPLACE		$1,590		0	NO	NO
EF-2	DAYTON	2C7138	A00-909039	1/20	ACID BLDG.	N/A	[redacted]	NONE	NONE				10YR'S	NO	NO

FACILITY ID	FACILITY NAME
3451	WTP Lake Hayes

535 Lake Hayes Rd
Oviedo, FL 32765
Year Built: 1985
Sq ft: 756

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	TRANE	FV4ANB006	3701A67162		Inside Bulg.	n/a	[illegible]	none	none				5yr's	no	no
C/U-1	TRANE	4SCU13LE184P	1606C07581	4	N. Side of Bulg.	2007	[illegible]	none	none				14yr's	no	no
EF-1&2	Dayton	9K965	n/a	1/20	Hypo Pump Cabinets	n/a	[illegible]	none	none				10yr's	no	no
EF-3	Dayton	9K965	n/a	1/8	ACID Bulg.	n/a	[illegible]	none	none				10yr's	no	no
EF-4	Dayton	9K965	n/a	1/20	Storage next to Acid bldg.	n/a	[illegible]	none	none				10yr's	no	no

FACILITY ID	FACILITY NAME
8086	WTP Lynwood

1003 Jerome Way
Apopka, FL 32703
Year Built: 1999
Sq ft: 4795

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	TRANE	TWEP060C100A6	P051T6T1V		MECH.-ROOM BACK OF BLDG.	1999		NONE	NONE				10YR'S	YES	NO
C/U-1	TRANE	TWP060C100A6	P0855NU1F	5	OUTSIDE MECH.-ROOM BACK OF BLDG.	1999		NONE	NONE				10YR'S	NO	NO
2-HEATERS	TPI-CORPORATION	P3P5515	71WD15T01	10-KW	PUMP ROOM	2001		NONE	NONE				10YR'S	NO	NO

FACILITY ID	FACILITY NAME
8114	WTP Markham Regional

5651 Lake Gussie Circle
Sanford, FL 32771
Year Built: 2003
Sq ft: 6400

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	CARRIER	99MR0127BA020103	2402F60966		NE-SIDE MECH.-ROOM	2000		NONE	NONE				8YR'S	YES	NO
C/U	CARRIER	38BRCO42520	1600E27167	3 1/2	OUTSIDE NE-SIDE MECH.-ROOM	2000		DIRTY COIL	CLEAN	$200			8YR'S	NO	NO
EF-1-OF-8	GREENHECK	BDCE-2M26-1S-T	2821647	N/A	PUMP ROOM	2000		NONE	NONE				13YR'S	NO	NO
ELEC. HEATERS 1OF-2	MARKEL	W1000483BTLS	550173-04	10-KW	PUMP ROOM	2004		NONE	NONE				12YR'S	NO	NO

FACILITY ID	FACILITY NAME
2511-01	WTP Southeast Regional - Office and Maintenance Building

3300 Dike Rd.
Winter Park FL 32792
Year Built: 2002
Sq ft: 27776

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 1	Trane	2TGB3F25A1000AC	7262YD76V		2nd Floor Storage	2007		None	None				15 years	No	No
CDU 1	Bryant	661CJ024-A	1400E28506	2	Outside Ground	2000		Dirty coil	Clean	$200			8 years	No	No
AHU 2	Carrier	40AQ036300	0488AQ9472		Ctr Office Upstairs	1988		Past ASHRAE service life	Replace		$3,240		1 year	No	No
CDU 2	Tappan	FS3PA-036KA	F6D030400868	3	Outside Ground	2004		Dirty coil	Clean	$250			11 years	No	No
AHU 3	Carrier	40AQ036300BU	2588A13597		1st Floor Men's Rm	1988		Past ASHRAE service life	Replace		$5,240		1 year	No	No
CDU 3	Goodman	CKL36-1H	21044 6730	3	Outside Ground	2004		None	None				11 years	No	No
Exhaust Fans (2)	Penn	FMX-36B	N/A	10	Roof	1988		Backdraft dampers won't open	Repair	$1,000			2 years	No	No
Exhaust Fans (2)	Penn	Z-8	N/A	1/4	Bathrooms	1988		Dirty	Clean	$200			1 year	No	No
Exhaust Fan (1)	Penn	WXR94	N/A	1/2	Workshop	1988		None	None				3 years	No	No
Ice Machine	Manitowoc	QV0452A	563679	2	Warehouse	2000		None	None				5 years	No	No
Electric Heaters (8)	Marley Q Mark	8-Q-Mark 15 KW Each	06-88-1491	120	Warehouse	1988		None	None				10 years	No	No

FACILITY ID	FACILITY NAME
2511-02	WTP Southeast Regional - Maintenance Building

3306 Dike Rd.
Winter Park FL 32792
Year Built: 2002
Sq ft: 27776

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 1	Carrier	FB4ANF060	3201A71986		Inside Mech Rm	2001		None	None				8 years	Yes	No
CDU 1	Carrier	38YCC060540	3201E01457	5	Ground	2001		None	None				8 years	No	No
AHU 2	Carrier	FB4ANF036	3201A63447		Inside Mech Rm	2001		None	None				8 years	Yes	No
CDU 2	Carrier	38YCC036530	1402E34784	3	Ground	2001		None	None				8 years	No	No
AHU 3	Carrier	FB4ANF048	1501A66535		Inside Mech Rm	2001		None	None				8 years	Yes	No
CDU 3	Carrier	38YCC048520	4200E15228	4	Ground	2001		None	None				8 years	No	No

FACILITY ID	FACILITY NAME
2511-03	WTP Southeast Regional - Water Operations

3304 Dike Rd.
Winter Park FL 32792
Year Built: 2002
Sq ft: 27776

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Exhaust Fans (2)	Nutone	672RB	N/A	1/4	Bathrooms	2001		None	None				13 years	No	No
AHU 1	Trane	TWE090A300CA	R475LOE5H		Inside Mech Rm	2000		None	None				8 years	No	No
CDU 1	Trane	TWA090A400DA	Z411PPMAH	7 1/2	Ground North Side	2001		None	None				8 years	No	No
AHU 2	Trane	TWE090A300CA	R475PDS5H		Inside Mech Rm	2000		None	None				8 years	No	No
CDU 2	Trane	TWA090A400DA	Z411L7FAH	7 1/2	Ground North Side	2001		Dirty coil	Clean	$250			8 years	No	No
PRV-2	Cook	100C10DH	PRV-2-6831	1/4	Roof	2001		None	None				13 years	No	No
Exhaust Fan	Cook	120CPV	EF-1-6831	1/3	Lab Hood	2001		Rusty housing	Clean and paint	$550			13 years	No	No
PRV-1	Cook	100C15DH	PRV-1-6831	1/8	Roof	2001		None	None				13 years	No	No
PRV-3	Cook	270C6B	PRV-3-6831	3/4	Roof	2001		None	None				13 years	No	No
PRV-4	Cook	60LEU	PRV-4-6831	15	Roof	2001		Rusty housing	Clean and paint	$1,000			10 years	No	No
PRV-5	Cook	135C10D	PRV-5-6831	1/6	Roof	2001		None	None				13 years	No	No
PRV-6	Cook	120C10D	PRV-6-6831	1/6	Roof	2001		None	None				13 years	No	No
PRV-7	Cook	245C9B	PRV-7-6831	2	Roof	2001		None	None				13 years	No	No
PRV-8	Cook	365C10B	PRV-8-6831	3	Roof	2001		None	None				13 years	No	No
PRV-9	Cook	365C10B	PRV-9-6831	3	Roof	2001		None	None				13 years	No	No
PRV-10	Cook	365C10B	PRV-10-6831	3	Roof	2001		None	None				13 years	No	No
PRV-11	Cook	365C10B	PRV-11-6831	3	Roof	2001		None	None				13 years	No	No
AHU	Carrier	FA4ANF036	4702A56498		Lab Ceiling	2002		None	None				9 years	No	No
CDU	Carrier	38CKC036-611	3802E13168	3	Ground North Side	2002		None	None				9 years	No	No

FACILITY ID	FACILITY NAME
3314	WWTP Greenwood Lakes - Office

701 Greenway Blvd.
Lake Mary, FL. 32746
Year Built: 1976
Sq ft: 5838

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
RTU 1	Trane	WCD120B400	R181028670	10	Office Roof	2000		Dirty Coil & O/A Filter	Clean	$250			8yr's	Yes	No
Ice Machine	Mantowoc	QD0452A	1064048	2	Back Of Office Bldg.	2001		None	None				5yr's	No	No
Fume Hood Exh.-Fan	N/A	N/A	N/A	N/A	Office Roof	N/A		Bad Housing	Replace		$5,475		1yr	No	No
Exh.-Fan	N/A	N/A	N/A	N/A	Office Roof	N/A		Fan Don't Work	Replace		$1,950		0	No	No

FACILITY ID	FACILITY NAME
3314	WWTP Greenwood Lakes - Chlorine Bldg

701 Greenway Blvd.
Lake Mary, FL. 32746
Year Built: 1976
Sq ft: 5838

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU	Bard	WA242-A10XX4XXX	140H052052129-02	2	Chlorine Bldg.	2002	[illegible]	None	None				10yr's	Yes	No

FACILITY ID	FACILITY NAME
3314	WWTP Greenwood Lakes - Electronic Control Bldg

701 Greenway Blvd.
Lake Mary, FL. 32746
Year Built: 1976
Sq ft: 5838

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Frigidaire	B3BU-030K-AB	B3B030312862		Elec. Control Bldg.	2004		No Filter In Unit	Replace Filter				12yr's	No	No
C/U	Frigidaire	FS3BA-030KA	FSA040100543	2 1/2	Elec. Control Bldg.	2004		Dirty Coil	Clean	$250			12yr's	No	No

FACILITY ID	FACILITY NAME
3314	WWTP Greenwood Lakes - Receiving Bldg

701 Greenway Blvd.
Lake Mary, FL. 32746
Year Built: 1976
Sq ft: 5838

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
RTU 2	GOETTL	HP302E2	6249002	2 1/2	Receiving Bldg.-Roof	1990		Fin Damage	Fix	$300			2yr's	No	No
Exh.-Fan's	N/A	N/A	N/A	N/A	Receiving Bldg.-Roof	N/A		Fan's Don't Work	Replace		$3,000		0	No	No
Ice Machine	Scotsman	CM500AE-1D	155597-03W	2	Receiving Bldg.	1997		None	None				2yr's	No	No

FACILITY ID	FACILITY NAME
3314	WWTP Greenwood Lakes - Master Lift Station

701 Greenway Blvd.
Lake Mary, FL. 32746
Year Built: 1976
Sq ft: 5838

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CONTROL BOX	KOOL TRONICS				Master Lift Station										

FACILITY ID	FACILITY NAME
8001	WWTP Yankee Lake

501 Yankee Lake Rd.
Sanford, FL 32771

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	TRANE	TWE090A300EL	4353PEABD		EAST SIDE MECH.-ROOM	2004		NONE	NONE				12YR'S	YES	NO
CDU	TRANE	TTA090A400FA	4361WC4AD	7 1/2	OUTSIDE EAST SIDE MECH.-ROOM	2004		DIRTY COIL	CLEAN COIL	$200			12YR'S	NO	NO
Ice Machine	Mantowac	QD0282A	10660761	1	BACK OF ADMIN BLDG.	2001		DIRTY FILTER	CLEAN				5YR'S	NO	NO
1-OF2-Exhaust Fans	Cook Ace	70C10D	S234023-00	N/A	ADMIN ROOF	1988		FAN'S DON'T WORK	REPLACE FAN'S		$980			NO	NO
1-FO-3-Exhaust Fans	Cook Ace	N/A	N/A	N/A	ADMIN ROOF	N/A		NEED SERVICE OR REPLACED	REPLACE FAN'S		$2,890		1YR	NO	NO
2-FUMEHOOD-Exhaust Fans	N/A	N/A	N/A	N/A	ADMIN ROOF	N/A		ONE NOISY ONE DON'T WORK	REPLACE FAN'S		$10,550		1YR	YES	NO
1-FUMEHOOD-SUPPLY FAN	N/A	N/A	N/A	N/A	ADMIN ROOF	N/A		OLD & RUSTY	REPLACE FAN		$5,275		1YR	YES	NO
WPU	BARD	WA121-A05	158L021761091-01	1	BLDG. BACK OF PLANT	2001		NONE	NONE				9YR'S	YES	NO

Building Automated System (BAS) List

Building Automated System (BAS) Management Networks

Central Transfer Station (Bldg. #8025)
1950 SR 419
Longwood, FL 32750

Civil Courthouse (Bldg. #2476)
301 Park Ave. North
Sanford, FL 32771

County Services Building (Bldg. #2453)
1101 E. First St.
Sanford, FL 32771

Criminal Justice Center (Bldg. #8120)
101 Bush Blvd.
Sanford, FL 32773

Human & Health Services (HHS) Building (Bldg. #2457)
400 Airport Blvd. West
Sanford, FL 32773

Public Safety Building (Bldg. #8075)
150 Bush Blvd.
Sanford, FL 32773

Sylvan Lake Park (Bldg. #2509)
815 Lake Markham Rd.
Sanford, FL 32771

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YY) 10/07/2008

PRODUCER

Work Comp Associates, Inc.
P.O. Box 33297
Palm Beach Gardens, FL 33420-3297
USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A BusinessFirst Insurance Company

COMPANY B

COMPANY C

COMPANY D

INSURED

JPI Mechanical Services, Inc.
306 Ryder Lane
Suite 1218
Casselberry, FL 32707-3824

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$
	CLAIMS MADE OCCUR				PERSONAL & ADV INJURY	$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per Person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per Accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0521018060000	4/1/2008	4/1/2009	XX WC STATUTORY / OTHER	
	THE PROPRIETOR/ PARTNERS/ EXECUTIVE OFFICERS ARE: ☐ INCL ☒ EXCL				EL EACH ACCIDENT	$ 1,000,000
					EL DISEASE - POLICY LIMIT	$ 1,000,000
					EL DISEASE -EA EMPLOYEE	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Description: HVAC Maintenance and Repair Services Agreement #RFP-600466-08/BJC A 30 day notice of cancellation applies for all reasons other than non-payment of premium.

CERTIFICATE HOLDER

Seminole County
Seminole County Building Services
1101 East 1st Street
Sanford, FL 32771-1468

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

(LMM)

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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TW
JPIME-1

DATE (MM/DD/YYYY) 10/07/08

PRODUCER
Elliot Leitenberg
Bruce Morse Insurance Agency
1000 Wekiva Springs Road
Longwood FL 32779
Phone: 407-869-4200 Fax: 407-862-7656

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED

JPI Mechanical Services, Inc
306 Ryder Lane Ste 1218
Casselberry FL 32707

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nationwide Mutual (01)	23787
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	77AC821-922-3001	08/30/08	08/30/09	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ Included
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	77BA821-922-3002	08/30/08	08/30/09	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	77CU821-922-3003	08/30/08	08/30/09	EACH OCCURRENCE	$ 1,000,000
						AGGREGATE	$ 1,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS / OTHER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Seminole County, its officials, officers and employees are listed as Additional Insured on policy 77AC821922-3001 subject to the provisions of endorsement ACP0013

CERTIFICATE HOLDER

SEMINO1

Seminole County Services Bldg
1101 East First Street
Sanford FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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ADMINISTRATIVE SERVICES DEPARTMENT

FLEET/FACILITIES MANAGEMENT DIVISION

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

September 25, 2009

Mr. Ramon Morales
JPI Mechanical Services, Inc.
306 Ryder Lane, Suite 1218
Casselberry, FL 32707

Subj: RFP-600466-08/BJC HVAC Maintenance and Repair Services Agreement

Ref: Your letter dated 9/17/09 concerning Year-End Overview

Encl: Reponses to invoice requests received by fax on 9/16/09

Dear Mr. Morales:

This is in response to the referenced letter concerning the future usage of the subject contract and invoices related to repair costs. On 9/22/09, the Board of County Commissioners approved a plan to "in source" the preventive maintenance of this agreement to create savings in a budgetary constraint environment. Therefore, it is our intention to bring to the Board on 10/13/09, a request to terminate for convenience in accordance with Section 8 of our agreement after our first year of service effective midnight on 10/12/09.

On 9/16/09, we received several invoices by fax for work that has been completed for some time. Based upon the documents you have provided it appears that JPI Mechanical Services, Inc. has already been compensated for this work. The attached enclosure addresses each of these invoices.

Thanks you for your continued service provided under this agreement. If you have any questions concerning this letter, please contact my office at 407-665-5281.

Sincerely,

Ed Bayton
Fleet and Facilities Manager

205 WEST COUNTY HOME ROAD SANFORD FL 32773 TELEPHONE (407) 665-5282 FAX (407) 665-5285

Response to Invoices (enclosure):

Invoice 9-843

The comment you added to the invoice is that the unit was installed by another contractor. The fact is almost every piece of HCAC equipment Seminole County owns was installed by another contractor. The unit in question needed service and you were called to perform the service just like any other service request. The fact that the unit was being installed by another contractor doesn't change your contractual obligation to service it.

Invoice 9-510

The comment you added to the invoice is that the equipment in question was not listed on exhibit "B" and therefore is not part of the contract. Section 2 of exhibit "A" of the contract makes is clear that the County can add or subtract equipment totaling up to 5% of the list in exhibit "B" without affecting the contract. The County has not added anywhere near 5% more equipment to the list. Therefore you have a contractual obligation to service this equipment.

Invoice 9-830

The comment you added to the invoice is that the equipment in question was not listed on exhibit "B" and therefore is not part of the contract. Section 2 of exhibit "A" of the contract makes is clear that the County can add or subtract equipment totaling up to 5% of the list in exhibit "B" without affecting the contract. The County has not added anywhere near 5% more equipment to the list. Therefore you have a contractual obligation to service this equipment.

Invoice 9-0136

The comment you added to the invoice is that the equipment in question was not listed on exhibit "B" and therefore is not part of the contract. Section 2 of exhibit "A" of the contract makes is clear that the County can add or subtract equipment totaling up to 5% of the list in exhibit "B" without affecting the contract. The County has not added anywhere near 5% more equipment to the list. Therefore you have a contractual obligation to service this equipment.

Invoice 8-1108

The comment you added to the invoice is that the equipment in question was not listed on exhibit "B" and therefore is not part of the contract. Section 2 of exhibit "A" of the contract makes is clear that the County can add or subtract equipment totaling up to 5% of the list in exhibit "B" without affecting the contract. The County has not added anywhere near 5% more equipment to the list. Therefore you have a contractual obligation to service this equipment.

Invoice 8-1158

The comment you added to the invoice is that the equipment in question was not listed on exhibit "B" and therefore is not part of the contract. Section 2 of exhibit "A" of the contract makes is clear that the County can add or subtract equipment totaling up to 5% of the list in exhibit "B" without affecting the contract. The County has not added anywhere near 5% more equipment to the list. Therefore you have a contractual obligation to service this equipment.

Invoice 9-0316

The comment you added to the invoice is that the equipment in question was not listed on exhibit "B" and therefore is not part of the contract. Section 2 of exhibit "A" of the contract makes is clear that the County can add or subtract equipment totaling up to 5% of the list in exhibit "B" without affecting the contract. The County has not added anywhere near 5% more equipment to the list. Therefore you have a contractual obligation to service this equipment.

Invoice 9-0501

The comment you added to the invoice is that the equipment in question was not listed on exhibit "B" and therefore is not part of the contract. Section 2 of exhibit "A" of the contract makes is clear that the County can add or subtract equipment totaling up to 5% of the list in exhibit "B" without affecting the contract. The County has not added anywhere near 5% more equipment to the list. Therefore you have a contractual obligation to service this equipment.

Invoice 9-534

The comment you added to the invoice is that the equipment in question was not listed on exhibit "B" and therefore is not part of the contract. Section 2 of exhibit "A" of the contract makes is clear that the County can add or subtract equipment totaling up to 5% of the list in exhibit "B" without affecting the contract. The County has not added anywhere near 5% more equipment to the list. Therefore you have a contractual obligation to service this equipment.

Invoice 9-536

The comment you added to the invoice is that the equipment in question was not listed on exhibit "B" and therefore is not part of the contract. Section 2 of exhibit "A" of the contract makes is clear that the County can add or subtract equipment totaling up to 5% of the list in exhibit "B" without affecting the contract. The County has not added anywhere near 5% more equipment to the list. Therefore you have a contractual obligation to service this equipment.

Invoice 9-728

The comment you added to the invoice is that the equipment in question was not listed on exhibit "B" and therefore is not part of the contract. Section 2 of exhibit "A" of the contract makes is clear that the County can add or subtract equipment totaling up to 5% of the list in exhibit "B" without affecting the contract. The County has not added anywhere near 5% more equipment to the list. Therefore you have a contractual obligation to service this equipment.

Invoice 9-749

The comment you added to the invoice is that the equipment in question was not listed on exhibit "B" and therefore is not part of the contract. Section 2 of exhibit "A" of the contract makes is clear that the County can add or subtract equipment totaling up to 5% of the list in exhibit "B" without affecting the contract. The County has not added anywhere near 5% more equipment to the list. Therefore you have a contractual obligation to service this equipment.

Invoice 9-756

The comment you added to the invoice is that the equipment in question was not listed on exhibit "B" and therefore is not part of the contract. Section 2 of exhibit "A" of the contract makes is clear that the County can add or subtract equipment totaling up to 5% of the list in exhibit "B" without affecting the contract. The County has not added anywhere near 5% more equipment to the list. Therefore you have a contractual obligation to service this equipment.

Invoice 9-821

The comment you added to the invoice is that the equipment in question was not listed on exhibit "B" and therefore is not part of the contract. Section 2 of exhibit "A" of the contract makes is clear that the County can add or subtract equipment totaling up to 5% of the list in exhibit "B" without affecting the contract. The County has not added anywhere near 5% more equipment to the list. Therefore you have a contractual obligation to service this equipment.

Invoice 8-1205

The comment you added to the invoice is that the equipment in question was not listed on exhibit "B" and therefore is not part of the contract. Section 2 of exhibit "A" of the contract makes is clear that the County can add or subtract equipment totaling up to 5% of the list in exhibit "B" without affecting the contract. The County has not added anywhere near 5% more equipment to the list. Therefore you have a contractual obligation to service this equipment. I do concede that the location ID is incorrect. However, the address is correct and Section 2 of exhibit "A" still applies.

Invoice 8-754

The comment you added to the invoice refers to Section 9 of exhibit "A" of the contract. Section 9 simply gives the County the option of replacing equipment if the repair cost exceeds 50% of the cost of repair. The section states clearly that the County at its sole discretion will determine if the equipment in question will be repaired or replaced. Further, Section 3 paragraph "C" of exhibit "A" defines a compressor as a "part" and section 10 of exhibit "A" states that "parts" shall be replaced at the sole expense of the contractor. Therefore you have a contractual obligation to replace the compressor.

Invoice 8-1216

The comment you added to the invoice refers to Section 9 "Replacement of Equipment by County". As stated above Section 9 simply gives the County the option of replacing equipment if the repair cost exceeds 50% of the cost of repair. The section states clearly that the County at its sole discretion will determine if the equipment in question will be repaired or replaced. Section 3 paragraph "B" of exhibit "A" defines a boiler as a "component". Section 10 of exhibit "A" states that "components" shall be replaced at the sole expense of the contractor. Therefore you have a contractual obligation to replace the boiler.

NOTICE OF TERMINATION FOR CONVENIENCE
HVAC MAINTENANCE AND REPAIR SERVICES AGREEMENT
(RFP-600466-08/BJC)

WHEREAS, the current economic recession and major decrease in tax revenues have mandated that Seminole County take action to minimize its expenditures, including those for outside contractors; and

WHEREAS, Seminole County management has determined that it can reduce expenditures for HVAC maintenance and repair by bringing the maintenance function in-house and by re-bidding the repair services; and

WHEREAS, Seminole County has determined that it would be in its best interest and in the best interest of the citizens and taxpayers to terminate for convenience its current agreement for HVAC maintenance and repair services with JPI Mechanical Services, Inc., dated October 13, 2008,

NOW, THEREFORE, pursuant to Section 8, "Termination", of the HVAC Maintenance and Repair Service Agreement (RFP-600466-08/BJC) entered into on October 18, 2008:

Seminole County hereby tenders its written notice to JPI Maintenance Services, Inc., whose address is 306 Ryder Lane, #1218, Casselberry, Florida 32707. As of this date the HVAC Maintenance and Repair Agreement, RFP-600466-08/BJC, dated October 13, 2008, is hereby terminated for Seminole County's convenience.

[Balance of page left intentionally blank;

Attestations on page 2 of 2]

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
AC/lpk
9/25/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600466 Termination.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Proprietary Source for Computer Aided Dispatch System

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Tammy Roberts **EXT:** 7115

MOTION/RECOMMENDATION:
Waive the Procurement Process and award the Computer Aided Dispatch System in the amount of $372,453.56 to Positron Public Safety, Atlanta, GA.

County-wide Ray Hooper

BACKGROUND:

On August 12, 2008, the Seminole County Board of County Commissioners waived the procurement process and approved the Proprietary Procurement for the purchase, installation and maintenance of AT&T Positron Viper System and Power 911 Intelligent Workstations with Power Map, Power MIS, E-Printer (5 PSAP Systems) as funded (Grant $1,694,702.56) (County $242,926.09).

At the August 6, 2009, budget worksession the Board of County Commissioners agreed by consensus to funding for Proprietary Procurement of the VIPER Computer Aided Dispatch System. This is a companion product to the recently purchased Positron VIPER 911 phone system that will provide a seamless operation and complete fluidity between the 911 system and the computer aided dispatch system. The following benefits of the VIPER CAD product delineates the justification for this procurement; Single map shared between both CAD and 911; Display of ringing phone calls in CAD; Displays next Get type call locations, does not need to geocode from CAD address file; Dispatcher can answer location based calls from CAD; Integral native architecture data transfer, not a serial dump; Single MIS/reporting application; and Single Support Center for systems.

STAFF RECOMMENDATION:
Staff recommends that the Board to approve the Proprietary Procurement for the purchase of the Positron Viper Computer Aided Dispatch System and authorize staff to issue a Purchase Order to Positron Public Safety, Atlanta, GA, in the amount of $372,453.56.

ATTACHMENTS:

1. Positron Quote
2. Sole/Proprietary Source Form

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

VIPER CAD and Mobile Upgrade
for
Seminole Co, FL

The terms and conditions available at http://www.positron911.com/legal/PositronTerms.pdf will apply to this Quote, unless the parties have entered into a separate mutually executed agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply.

Summary

Item	Cost	
VIPER CAD Software	$	109,937.50
Mobile Software	$	88,000.00
AVL Software	$	27,500.00
IWS Hardware	$	84,698.62
Site Survey	$	3,350.00
Installation Services	$	15,200.00
Training	$	30,500.00
Project Management	$	13,267.44
Total	**$**	**372,453.56**

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Configuration Parameters

VIPER CAD Upgrade

Number of VIPER CAD Positions	10
MULES/NCIC Interface	Included
XDC (Paging & Faxing)	Included

Mobile Upgrade

Number of Mobile Positions	100
AVL	Included

Miscellaneous

Number of Monitors per position	Up to 4
Monitor Type	N/A - Customer Supplied

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Model #	Description	Qty	Unit Cost	Total
	[1, 2] **VIPER CAD Software**			
918800/U	VIPER CAD Workstation License	10		
918810/U	VIPER CAD Server License	1		
918830/U	State/National Interfaces (NCIC)	1		
913351/200/U	XDC Software License - Server	1		
913353/200/U	XDC Software License - Workstation	10		
919500	GIS MAP Data Validation & Testing	1		
			Subtotal	**$ 109,937.50**
	[3] **Mobile Software**			
G9-MOBSVR/U	Mobile Server License	1		
G9-MOBUSR/U	Mobile Client (per seat)	100		
919908	Radio IP MTG Server (TCP/IP 1 - 900 mobiles)	1		
919928	Radio IP Client (TCP/IP 1 - 900 mobiles)	100		
			Subtotal	**$ 88,000.00**
	AVL Software			
919900/U	Power AVL Server 2.1	1		
919901/U	Power AVL Client 2.1	100		
			Subtotal	**$ 27,500.00**

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Model #	Description	Qty	Unit Cost	Total
	[4] **IWS Hardware**			
	IWS Workstations			
914101/NS	IWS Workstation Computer (No Monitor)	10		
914120/1	IWS Underlying System Software - Workstation	10		
914410	IWS Workstation UPS	10		
914808	IWS Dual Video Card	10		
960101	Network Cabling	10		
	Network Cabling Installation Charges (per position)	10		
	Shared Hardware			
914404	IWS 24 PORT 10/100 SWITCH	1		
912808	IU Keyboard/LCD/8-Port KVM	1		
912817	7' IT Cabinet	1		
914431/R	IWS Server Tape Backup System - Rack Mount	1		
	VIPER CAD Database Server			
914231/R	IWS Type 4 Rack Server (Database 1)	1		
914244	300GB SAS HotPlug Hard Disk (Database 1)	2		
914120/2	IWS DB Server Configuration & Software	1		
	VIPER CAD PAPI Server			
914211/R	IWS Type 2 Rack Server (PAPI)	1		
914120/2	IWS DB Server Configuration & Software	1		
914422	Additional Backup Exec SQL Agent	1		
	NCIC Server			
914210/R	IWS Type 1 Rack Server	1		
914120/2	IWS DB Server Configuration & Software	1		
	IWS Communications Server (XDC)			
914210/R	IWS Type 1 Rack Server	1		
914120/2	IWS DB Server Configuration & Software	1		
914510	Serial Port Expansion board (4 Port)	1		
914520	IWS External Modem	4		
	Mobile/AVL Server			
914211/R	IWS Type 2 Rack Server (Database 1)	1		
914120/2	IWS DB Server Configuration & Software	1		
	Radio IP Server			
914211/R	IWS Type 2 Rack Server (Database 1)	1		
914120/2	IWS DB Server Configuration & Software	1		
			Subtotal	**$ 84,698.62**

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Model #	Description	Qty	Unit Cost	Total
	[5] **Site Survey**			
950100	Site Survey	1		
960575	Living Expense Per Day	3		
960580	Travel Fee	1		
			Subtotal	**$ 3,350.00**
	[6] **Installation Services**			
950104	Installation services	7		
960575	Living Expense Per Day	11		
960580	Travel Fee	2		
			Subtotal	**$ 15,200.00**
	Training			
960801	CAD Train the Trainer User Training	5		
960801	CAD Administrator Training	8		
960801	Mobile Train the Trainer User Training	1		
960801	Mobile Administrator Training	2		
960575	Living Expense Per Day	20		
960580	Travel Fee	2		
			Subtotal	**$ 30,500.00**
	Project Management			
	Project Management	1		
			Subtotal	**$ 13,267.44**
		Total		**$ 372,453.56**

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Model #	Description	Qty	Unit Cost	Total

Maintenance Services

[7, 9] Software Evergreen - Yearly Cost

918800/SE1	Software Evergreen for VIPER CAD	1		
G9-MOBSVR-S	Software Evergreen for GeoMobile	1		
919900/SE1	Software Evergreen for Power AVL	1		
			Subtotal $	**61,406.25**

[7] Software Evergreen - (Warranty Plus 4 Years Prepaid)

918800/SE5	Software Evergreen for VIPER CAD	1		
G9-MOBSVR-S	Software Evergreen doe GeoMobile	1		
919900/SE5	Software Evergreen for Power AVL	1		
			Subtotal $	**245,625.00**

[8, 9] Help Desk - Yearly Cost Starting Year 2

918800/HD1	Help Desk for VIPER CAD	1		
G9-MOBSVR-H	Help Desk for GeoMobile	1		
919900/HD1	Help Desk for Power AVL	1		
914100/HD1	Help Desk for IWS Hardware	1		
			Subtotal $	**15,407.21**

[8] Help Desk - (Warranty Plus 4 Years Prepaid)

918800/HD5	Help Desk for VIPER CAD	1		
G9-MOBSVR-H	Help Desk for GeoMobile	1		
919900/HD5	Help Desk for Power AVL	1		
914100/HD5	Help Desk for IWS Hardware	1		
			Subtotal $	**61,628.83**

Optional Equipment

[10] Workstation Monitors

914704	19 Inch LCD Monitor	20		
			Subtotal $	**11,500.00**

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Notes

1 VIPER MAP is a viewing software. Customer must supply and maintain GIS data.
GIS Data must be ESRI .shp format, or capable of being converted to ESRI .shp format.

The Positron Power IWS GIS Data validation service examines the suitability of end user supplied GIS data and readies it for use by Power IWS products. Any potential problems identified during the GIS data review are reported to the customer, including problems descriptions and recommended corrective action.

The GIS data is then configured to work with Power IWS. Part of the preparation includes sample testing to ensure that the desired operational results can be achieved.

Corrections to the GIS data are not performed and this service does not validate the positional accuracy of the data. If the customer wants corrections to be completed to the GIS data by POSITRON, a price quotation can be provided upon request.

In order to ensure timely delivery of the customer order, GIS data is required to be delivered to Positron for validation as soon as possible after the order is placed.

---

2 Customer will be responsible for ensuring XDC server has a suitable number of dedicated phone lines available. Customer will also be responsible for receiving media (Fax/Printer/ e-mail) at remote sites.

---

3 Mobile Data Terminals and associated third party software (Windows XP, SQL and ESRI licenses) are not included and must be procured and installed by the customer.

---

4 All monitors are to be provided by the customer.
Optional pricing for monitors has been included in this quotation.

---

5 The Site Survey is intended to identify any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted system. Additional costs may be incurred upon completion of the Site Survey.

---

6 Installation costs cover the installation of 10 VIPER CAD workstations, all IWS backroom servers, and 10 Mobile/AVL clients. Customer is responsible for installing the remaining 90 MDT's

This quote assumes that all Mobile Data Computers will be in one central location for ease of installation.

Mobile Installation charges do not cover in-car installation.Computer installation in vehicles is assumed to be performed by the customer's vehicle maintenance organization.

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Notes

7	This service is designed to protect the customer's initial Software investment by maintaining optimized system performance and functionality. The most recent versions of the purchased software product will be available during the contract period to the customer's designated maintenance personnel who will be responsible for its deployment at the site. The Software Evergreen Program includes shipment of new software versions, minor and major releases, and problem workarounds to be deployed by the customer's designated maintenance personnel. Underlying Software (i.e., Windows operating system, SQL, etc.) is not included under the auspices of Positron's Software Evergreen program.
8	This service is designed to provide 24X7 access to our Help Desk for product support. It also provides remote diagnostics capabilities, allowing our technicians to dial in and troubleshoot remotely. On Site Maintenance is not included in this proposal. On Site Maintenance, if required, will be billed at Positron's then current rate for time, material, travel & living.
9	Annual maintenance costs shown are for year 2 only. An increase of 3% per annum will be applied for years 3-5. The 3% yearly increase is waived if the 5 year plan is purchased at time of contract signature.
10	All optional modules in this quote have been priced under the assumption that they will be purchased and installed concurrently with the base system. If these modules are to be installed at a later date, additional travel & living expenses will apply.

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Notes

Terms

PRICING All prices are in U.S. Funds.
Taxes, if applicable, are extra.
FOB Positron, Montreal. Shipping costs are prepaid and charged.

PAYMENT Net 30 days.

DELIVERY TBD.

VALIDITY 60 days.

The terms and conditions available at http://www.positron911.com/legal/PositronTerms.pdf will apply to this Quote, unless the parties have entered into a separate mutually executed agreement applicable to the subject matter of this Quote. The terms of this Quote will govern any conflict with the above-mentioned terms. Customer's signature on this Quote or issuance of a purchase order for any of the items described in this Quote will constitute a binding obligation on the customer pursuant to such terms. No additional terms in Customer's purchase order will apply.

Accepted and agreed:

<CUSTOMER'S NAME>

_____
Authorized Signature

_____
Name Typed or Printed

_____
Title Dated signed:
Address:
_____
_____
Attn: _____

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SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION

☐ **SINGLE SOURCE** ☐ **SOLE SOURCE** ☒ **PROPRIETARY SOURCE**

Date Requested: 9/18/2009 JDE No: 331086

Requestor: Donna Saladin Telephone/Ext.: X5131 Department/Division: Public Safety/Emergency Communications

Description of Products/Services: Computer Aided Dispatch System

Make Positron
Manufacturer VIPER Model# N/A

Support justification (Please attach additional information as appropriate): See attachment #1

Proposed Vendor: Positron Phone#: *770-996-0055*

Other Companies contacted: (Attach documentation of each firm contacted)

Compliance:

Does the requirement comply with the definition of sole/proprietary source as described in Section 220.4? ☒Yes ☐No

Is this commodity or service of a "unique nature" that would support a "Single Source" justification? ☐Yes ☒ No
If you answer "YES", please explain in details.

Necessary: Is this commodity or service necessary to accomplish the County's task or mission? ☒Yes ☐ No

Unique: Is this commodity or service, or some necessary features, unique to this source? ☒Yes ☐ No

Compliance with Bid Tampering (F.S. 838.22) is acknowledged by signatures below:

Requesting Division Manager's Signature: Donna Saladin Date: 9/18/2009

Requesting Department Director's Signature: [illegible] Date: 9/18/09

Purchasing and Contracts Division Determination:

Analyst ☐ Approval ☐ Disapproval Date: _____
Supervisor/Manager ☐ Approval ☐ Disapproval Date: _____

Description Posted (at least 7 business days): From _____ to _____
Determination Posted (at least 3 business days): From _____ to _____
BCC Date, if applicable: _____

Comments: _____

Purchase Order No.: _____ Amount of Purchase: $ _____

Proprietary Purchase/Positron VIPER CAD/Support Justification/Attachment #1

In an effort to create a seamless operation and complete fluidity between the 911 system and the computer aided dispatch system, Public Safety will be purchasing the VIPER Computer Aided Dispatch System, a companion product to the recently purchased Positron VIPER 911 phone system. Listed below are the benefits of selecting the VIPER CAD product.

Single map shared between both CAD and 911

Display of ringing phone calls in CAD

Displays next Get type call locations, does not need to geocode from CAD address file

Dispatcher can answer location based calls from CAD

Integral native architecture data transfer, not a serial dump

Single MIS/reporting application

Single Support Center for systems

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Second Renewal and First Amendment to Lease Agreement Oak Groves Shoppes

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Frank Raymond **CONTACT:** Lorraine Hajeski **EXT:** 5250

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Second Renewal and First Amendment to Lease Agreement Oak Groves Shoppes with MSKP Oak Groves, LLC.

District 3 Dick Van Der Weide Meloney Lung (ext. 5256)

BACKGROUND:

The County currently leases office space (5,173 square feet) in the Oak Groves Shoppes for the Tax Collector and the Clerk of the Court. The original lease for space at Oak Groves Shoppes began in November, 1987. The current lease was executed June 21, 2005. The First Renewal for this lease, executed August 12, 2008, will expire on November 30, 2009. This Second Renewal is for a term of one (1) year, December 1, 2009, through November 30, 2010, at a rate of $20.46/sf or $8,820.48 per month. This includes cam. The First Amendment adds a termination clause allowing the County to terminate the lease upon ninety (90) days notice to the Landlord.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the Second Renewal and First Amendment to Lease Agreement Oak Groves Shoppes with MSKP Oak Groves, LLC.

ATTACHMENTS:

1. Agreement
2. First Renewal Oak Groves
3. Oak Groves Second Renewal and First Amendment

Additionally Reviewed By:

- [x] Budget Review (Lin Polk, Lisa Spriggs)
- [x] County Attorney Review (Ann Colby)

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY D. McCann
DEPUTY CLERK

OAK GROVES SHOPPES LEASE

THIS LEASE is made and entered into this 21st day of June, 2005, by and between **TSO OAK GROVE, LLC**, a Georgia Limited Liability Company, whose address is 1401 Peachtree Street, Suite 400, Atlanta, Georgia 30309, hereinafter referred to as "LANDLORD," 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 "TENANT".

W I T N E S S E T H:

WHEREAS, the LANDLORD is the owner of a certain building known as the Oak Groves Shoppes, located at 995 State Road 434 North, Altamonte Springs, Florida 32714; and

WHEREAS, the TENANT is desirous of leasing space at 995 State Road 434 North, Altamonte Springs, Florida, for use as offices for the Seminole County Clerk's Office, the Seminole County Supervisor of Elections , the Seminole County Property Appraiser, and the Seminole County Tax Collector,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained the LANDLORD and TENANT agree as follows:

1. LEASED PREMISES. The LANDLORD does hereby grant to the TENANT and the TENANT does hereby accept from the LANDLORD the exclusive use and occupancy of Suites 403 and 505, located at 995 State Road 434 North, Altamonte Springs, Florida, consisting of two thousand one hundred seventy eight (2,178) and two thousand nine hundred

ninety-five (2,995) square feet respectively, for a total of five thousand one hundred seventy-three (5,173) square feet. The leased premises shall consist of that space more particularly described in Exhibit "A," attached herein.

2. TERM. The term of this Lease shall commence on December 1, 2005 and shall run for a term of three (3) years, unless sooner terminated as hereinafter provided. This Lease, at the option of the parties, may be renewed upon the same terms and conditions for three (3) additional terms of one (1) year each.

3. RENTAL.

(a) The TENANT shall pay rent to the LANDLORD for said premises described in Section 1 hereof at an initial annual rate of EIGHTEEN AND 18/100 DOLLARS ($18.18) per square foot, for a total of SEVEN THOUSAND EIGHT HUNDRED THIRTY-SIX AND 88/100 DOLLARS ($7,836.88) per month, for the first year of the Lease term, payable on or before the tenth (10th) day of each calendar month for that calendar month in equal monthly installments. CM

(b) The rent shall be adjusted thereafter annually as follows:

Year 2 - EIGHTEEN AND 72/100 DOLLARS ($18.72) per square foot for a total of EIGHT THOUSAND SEVENTY-ONE AND 99/100 DOLLARS ($9,071.99) per month. CM

Year 3 - NINETEEN AND 29/100 DOLLARS ($19.29) per square foot for a total of EIGHT THOUSAND THREE HUNDRED FOURTEEN AND 15/100 DOLLARS ($8,314.15) per month. CM

Renewal Year 1 - NINETEEN AND 87/100 DOLLARS ($19.87) per square foot for a total of EIGHT THOUSAND FIVE HUNDRED SIXTY-THREE AND 57/100 DOLLARS ($8,563.57) per month.

Renewal Year 2 - TWENTY AND 46/100 DOLLARS ($20.46) per square foot for a total of EIGHT THOUSAND EIGHT HUNDRED TWENTY AND 48/100 DOLLARS ($8,820.48) per month.

Renewal Year 3 - TWENTY-ONE AND 08/100 DOLLARS ($21.08) per square foot for a total of NINE THOUSAND EIGHTY-FIVE AND 09/100 DOLLARS ($9,085.09) per month.

(c) Common Area maintenance, insurance and Real Estate Taxes are included in the base rental amount as indicated above. Should Real Estate Taxes increase more than five percent (5%) per annum, above the current rate of 88/100 DOLLARS ($.88) per square foot, then LANDLORD shall have the right to bill COUNTY for such increase. CMA

4. TENANT'S USE.

(a) The COUNTY is permitted to use the premises for the following purposes:

(1) Clerk of the Circuit Court - passports, marriage licenses, traffic tickets, support payments, record searches, recording, legal filings.

(2) Tax Collector - payment of taxes, titles, tags, fishing licenses.

(b) The use and occupation by the COUNTY of the premises shall include the right to the non-exclusive use, in common with others, of all such automobile parking areas, driveways, truck and service courts, walks and other facilities designed for common use, as have

been or may be installed by LANDLORD, and of such other and further facilities as may be provided or designated from time to time by LANDLORD for common use, subject expressly, however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof, as prescribed from time to time by LANDLORD. All dimensions are approximate only. LANDLORD reserves and COUNTY agrees that LANDLORD has from time to time, the right to change the size, layout and location of any and all buildings of common areas and facilities as shown on Exhibit "A" as well as to reduce or expand the size of the Shopping Center.

(c) COUNTY shall continuously, during the term of this Lease and every extension hereof, if any be specifically provided or agreed, keep the entire premises occupied and fully open for business during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

(d) COUNTY acknowledges that LANDLORD has leased or may, in LANDLORD's sole discretion, lease on various terms and conditions other space(s) in the Shopping Center to businesses in store sizes all as LANDLORD may elect, some of which businesses may or will be in similar or directly competitive businesses as COUNTY and that LANDLORD has made no written or oral promises or representations of any kind or sort whatsoever, whether directly or indirectly, in respect of any of the same except only and solely as specifically in writing set forth in this Lease.

(e) By executing this Lease COUNTY specifically confirms that LANDLORD has made no representations or warranties concerning tenant mix, concerning shopper traffic volumes, or concerning how the same

will or might affect COUNTY and that COUNTY will take all necessary and appropriate business steps and actions, including all prudent advertising and marketing, to develop necessary shopper traffic and sales volumes.

5. POSSESSION.

(a) Delivery of possession within the meaning of this Lease shall be accomplished by LANDLORD's delivery to COUNTY of the keys to the premises.

(b) LANDLORD agrees that upon the date of delivery of possessions to the COUNTY, the premises, except for such work as may be required to be performed by COUNTY, shall be free of all violations, orders or notices of violations of all public authorities which would directly prohibit COUNTY from conducting its business.

(c) By virtue of occupying the premises as a tenant, or installing fixtures, facilities or equipment, or performing finishing work, whether in any such instance, directly or through its contractor(s) or agents, COUNTY shall conclusively be deemed to have accepted the premises and to have acknowledged that the premises are in the condition as required by this Lease, except only and specifically as to any latent defects or latent omissions, if any, in the LANDLORD's construction.

6. RELATIONSHIP OF PARTIES. Anything contained in this Lease to the contrary notwithstanding, it is specifically agreed that LANDLORD shall in no event be construed or deemed to be a partner or engaged in a joint venture with, or an associate of COUNTY in the conduct of its business and that LANDLORD shall absolutely not be liable

for any debts or other liabilities of any kind or sort whatsoever incurred by COUNTY in the conduct of its business or otherwise. Nothing contained in this Lease shall be deemed or construed to confer upon LANDLORD any interest in the business of the TENANT. The relationship of the parties during the term of this Lease shall at all times be solely that of landlord and tenant.

7. **TIME AND PLACE OF PAYMENT.** COUNTY shall promptly pay all rentals and other charges and render all statements herein prescribed at LANDLORD's address, as set forth in this Lease, or to such other person or corporation, and at such other place, as may be designated from time to time by LANDLORD in writing. If LANDLORD shall pay any monies or incur any expenses in correction of any violation of any covenant, undertaking or agreement of COUNTY, as is set forth in this Lease, the amounts so paid or incurred shall, at LANDLORD's option and no notice to COUNTY, be considered additional rent payable by COUNTY with the next installment of rent thereafter to become due and payable and may be collected or enforced as by law provided in respect to payment of rent. All payments due under this Lease shall be made, at LANDLORD's option, in cash or by cashier's check issued by a national banking association located in the County in which the Shopping Center is located; all checks shall be received subject to clearance.

8. **COMMON AREA, FACILITIES AND MAINTENANCE THEREOF.** All facilities furnished by LANDLORD in the Shopping Center and designated for the general use, in common, of occupants of the Shopping Center, including COUNTY hereunder, their respective officers, agents, employees and customers, including, but not limited to, any of the following

which may have been furnished by LANDLORD such as parking areas, driveways, entrances and exits thereto, employee parking areas, truck way or ways, truck courts, and service courts, loading docks, package pick up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first aid stations, comfort stations, bus stops, taxi stands, malls and other similar facilities shall at all times be subject to the exclusive control, administration and management of LANDLORD; and LANDLORD shall have the right from time to time to change the area, level, location, amount and arrangement of such parking areas and all other facilities referred to above, to restrict parking by tenants and their employees to employee parking areas, and to make all rules and regulations pertaining to and necessary for, in LANDLORD's sole judgment, the proper operation and maintenance of the common facilities as above described and as hereinafter defined.

9. PUBLIC UTILITIES. In addition to all rentals herein specified, COUNTY shall pay for all utilities of whatever kind or sort, used, installed or consumed in or upon the premises and all water and sewer charges, as and when the various respective charges therefor shall become due and payable; and COUNTY shall pay any garbage or trash collection fee imposed by governmental authority or licensee or franchisee, any agency designated to collect such garbage or trash, or the LANDLORD, as the case may be. Notwithstanding the foregoing, LANDLORD reserves the right (1) to designate from time to time a garbage service to be utilized by COUNTY, (2) to designate an air conditioning maintenance service to be utilized by COUNTY, and (3) to pro-

vide and sell water, sewer and electricity to COUNTY at rates filed with all governmental authorities having jurisdiction, if any.

10. REPAIRS. COUNTY shall keep and maintain at COUNTY's sole expense not to be reimbursed by LANDLORD the interior of the premises, together with all fixtures and all electrical, plumbing, heating, air conditioning and all other mechanical and other installations therein, all doors, and all plate glass and door and window glass, in good working order and proper repair, using materials and labor of kind and quality equal to or better than the original work, and shall surrender the premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only and solely deterioration caused by mere ordinary wear and tear and damage by fire or other casualty of the kind actually insured against by COUNTY in standard policies of fire insurance with extended coverage. Except only and solely as specifically provided in any, if any, written attachment to this Lease signed by LANDLORD, LANDLORD shall have no obligation to repair, maintain, alter or modify in any respect whatsoever the premises, or any part or portion thereof, or any plumbing, heating, electrical, air conditioning or other mechanical or other installation therein. Under no circumstances whatsoever shall LANDLORD be obliged to repair, replace or maintain any plate glass or door or window glass.

11. COUNTY'S RIGHTS TO MAKE ALTERATIONS. COUNTY covenants and agrees that it shall not make any alterations, improvements, or additions to or upon the premises during the term of this Lease or any extension hereof, if any, without first obtaining the prior, specific

written consent of LANDLORD on reasonable written notice to LANDLORD. COUNTY shall not cut or drill into, or secure any fixture, apparatus or equipment of any kind to any part of the premises without first obtaining the prior, specific written consent of the LANDLORD on reasonable prior written notice to LANDLORD. All alterations, improvements and additions made by COUNTY as aforesaid shall remain upon the premises at the expiration or earlier termination of this Lease and shall become the property of LANDLORD upon installation, unless LANDLORD shall prior to the termination of this Lease have given written notice and direction to COUNTY to remove the same at COUNTY's sole cost and expense, in which event COUNTY shall at its expense remove such alterations, improvements and additions and restore the premises to the same good working order and condition in which it was at the commencement of the lease term. Should COUNTY fail so to do, LANDLORD may do so, at LANDLORD's option, collecting in such instance the cost and expense thereof from the COUNTY as additional rent.

12. AFFIRMATIVE COVENANTS OF COUNTY.

(a) COUNTY agrees:

(1) to comply with any and all requirements of any of the constituted public authorities having or purporting to have jurisdiction and with terms of any State, Federal or local statute, ordinance or regulation applicable to COUNTY or its use of the premises and to save and hold LANDLORD harmless from, and by these terms to indemnify LANDLORD for any and all penalties, fines, costs, expenses or damages, including without limitation, LANDLORD's attorneys' fees resulting from COUNTY's failure to do so; and

(2) to give LANDLORD prompt written, full, complete and specific notice of any accident, fire, damage or injury whatsoever occurring in, on or to the premises; and

(3) that all loading and unloading of goods shall be done only at such times and in the areas and through such entrances as may be designated for such purposes by LANDLORD and that trailers or trucks shall not be permitted to remain parked overnight in any area of the Shopping Center, whether loaded or unloaded; and

(4) to keep all garbage and refuse in the kind of container specified by LANDLORD and to place the same outside of the premises prepared for collection in the manner and at the times and places specified by LANDLORD in accordance with all regulations of the public authorities having, or purporting to have jurisdiction; and

(5) to keep the outside area immediately adjoining the premises clean and not to burn, place or permit any rubbish, obstruction or merchandise in such areas; and

(6) to keep the premises clean, orderly, sanitary and free from objectionable odors and from insects, vermin and other pests and, with affirmative action, to disallow the usage and possession of any illegal substance in, or upon the premises; and

(7) to require COUNTY's employees to park their cars only in those portions of the parking areas designated for that purpose by LANDLORD and that, if COUNTY or COUNTY's principals or employees violate this provision COUNTY shall pay LANDLORD FIVE AND NO/100 DOLLARS ($5.00) per day, per car in each such instance; and

(8) to conduct its business in the premises in all aspects in a dignified manner and in accordance with high standards of storage operation; and

(9) to comply with all reasonable rules and regulations of LANDLORD in effect at the time of the execution of this Lease and at any time or times and from time to time promulgated by LANDLORD, which LANDLORD in its sole discretion shall deem necessary or appropriate in connection with the premises, the building(s) of which the Shopping Center, including, without limitation, the installation of such fire extinguishers and other safety equipment as LANDLORD may reasonably require; and

(10) that COUNTY shall forthwith pay all liens of contractors, subcontractors, subsubcontractors, mechanics, laborers, and materialmen and all other items of like character and that COUNTY does hereby indemnify LANDLORD against all legal costs and charges, bond premiums for release of liens, including all attorneys' fees of LANDLORD incurred in and about the prosecution or defense of any suit in discharging the premises and, alternatively, the Shopping Center or any part of portion thereof from any liens, charges, judgments or encumbrances caused or suffered to be caused, directly or indirectly by COUNTY and that all the costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent; and

(11) to warehouse, store and/or stock in the premises only such goods, wares and merchandise as COUNTY intends to offer for sale at retail at, in, from and upon the premises (but that the foregoing shall not preclude occasional emergency transfers of merchandise to

the other stores of COUNTY, if any, not located in the Shopping Center) and that COUNTY shall use for office, clerical or other non-selling purposes only such limited space in the premises as is from time to time then reasonably required for COUNTY's business in the premises; and

(12) to comply with all fire and safety codes, rules and regulations, in effect from time to time during the term of this Lease, of the public authorities having, or purporting to have, jurisdiction and to install, keep and maintain at COUNTY's cost and expense any and all systems, equipment, and the like or differing required by any of the same.

(b) COUNTY shall not have any authority to create any liens for labor or material on or against the LANDLORD's interest in the premises or the Shopping Center and all persons contracting with the COUNTY for the destruction or the removal of any building or for the erection, installation, alteration, or repair of any building or other improvements in, on or to the premises, and all materialmen, contractors, subcontractors, subsubcontractors, mechanics and laborers are hereby charged with notice that they must look solely and only to the COUNTY's interests only in the premises to secure the payment of any bill for work done or material furnished during the rental period created by this Lease and specifically, not to the LANDLORD or the LANDLORD's interest. COUNTY agrees that it will include the language of this Paragraph in any contract or agreement for any work done by COUNTY in the premises.

13. NEGATIVE COVENANTS OF COUNTY. COUNTY agrees that it will not do any of the following without the express, specific prior consent in writing of the LANDLORD.

(a) Use or operate any machinery or equipment that, in LANDLORD's opinion, is harmful to the building or disturbing to other tenants in the building or the Shopping Center of which the premises is a part; not shall COUNTY use any loudspeakers, televisions, phonographs, radios or other like or differing devises in a manner so as to be heard or seen outside of the premises, nor display merchandise on the exterior of the premises either for sale, promotion or other purposes.

(b) Do, or suffer to be done, any act, manner or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the premises or any part thereof, or on the building or Shopping Center of which the premises is a part shall become void or suspended or whereby the same shall be rated at a more hazardous risk than at the date when COUNTY received possession hereunder; in case of a breach of this covenant, in addition to all other remedies of COUNTY hereunder COUNTY agrees to pay to LANDLORD as additional rent any and all increase or increases of premiums on insurance carried by LANDLORD on the premises, or any part thereof, and on the building and Shopping Center of which the premises is a part, caused in any way by the occupancy or use of COUNTY.

(c) Attach any awnings, antenna or other projections to the roof or the outside walls of the premises of the building or Shopping Center of which the premises is a part.

(d) Conduct any auction, fire, bankruptcy, liquidation, selling-out or like sale in, on or about the premises.

(e) Execute or deliver any security interest in any trade fixtures or other property placed in or on the premises at any time.

(f) Solicit business or distribute any handbills or other advertising matter in the common areas of the Shopping Center, including, without limitation, sidewalks, pedestrian walkways and parking areas and lots.

(g) Operate vending machines, pinball machines or electronic games or similar devises within the premises.

(h) Penetrate the roof of the premises without LANDLORD's written consent. COUNTY shall be responsible for the repair of roof leaks caused by such penetration even though COUNTY has obtained LANDLORD's prior written consent thereto.

14. SIGNS. COUNTY shall not exhibit, inscribe, paint, or affix any sign, advertisement, notice or other lettering on any part of the outside of the premises or of the building or the Shopping Center of which the premises is a part, or inside the premises if visible from the outside, without first obtaining LANDLORD's prior, specific written approval thereof; and COUNTY further agrees to maintain each and every such sign, lettering and the like as may be approved by LANDLORD in good condition, working order, and repair at all times. There is attached to this Lease an instrument entitled "Sign Criteria" and

COUNTY agrees that COUNTY's sign(s) shall comply with the contents of such "Sign Criteria". COUNTY shall, in respect of all such signs, lettering and the like, submit in writing to LANDLORD for its approval the name of the person, firm, or entity proposed by COUNTY to contract with COUNTY for the manufacture and installation of the same. COUNTY agrees that it will have such a sign prepared and installed at COUNTY's expense.

15. RIGHTS OF LANDLORD.

LANDLORD reserves, without limitation to any and all of LANDLORD's other rights under this Lease, the following rights with respect to the premises:

(a) at all reasonable times whether or not during COUNTY's hours of operation and from time to time, by itself or its duly authorized agents or designees to go upon and inspect the premises and every part thereof and at its option to make repairs, alterations and additions to the premises or the building of which the premises is a part;

(b) to display a "For Sale" or other sign at any time and from time to time; and after notice from either party, whether express or implied by conduct, of intention to terminate this Lease or any time within three (3) months prior to the expiration of the term of this Lease, a "For Rent" or "For Lease" sign(s) or both "For Rent" and "For Lease" signs; and all of said signs shall be placed upon such part of the premises as LANDLORD shall require, except on display windows or on door or doors leading into the premises. Prospective purchasers or tenants authorized by LANDLORD may inspect the premises at all reason-

able hours at any time and from time to time whether or not during COUNTY's hours of operation;

(c) to install or place upon or affix to the roof and exterior walls of the premises equipment, signs, displays, antenna and any other object(s) or structure(s) of any kind or sort, provided only and solely that the same shall not materially impair the structural integrity of the building or interfere directly with COUNTY's occupancy.

16. DAMAGE TO PREMISES. If the premises shall be damaged by fire, the elements or other casualty not due to COUNTY's negligence or willful acts or omissions, but are not thereby rendered untenable in whole or in part, LANDLORD shall, but only out of insurance proceeds, cause such damage to be repaired; and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, LANDLORD shall, but only out of insurance proceeds, cause the damage to be repaired; and the minimum annual rent meanwhile shall be abated proportionally as to the portion of the premises rendered untenable. If the premises shall be rendered wholly untenable by reason of such occurrence, the LANDLORD shall, but only out of insurance proceeds, cause such damage to be repaired; and the minimum annual rent meanwhile shall be abated in whole; provided, however, that LANDLORD shall have the right, to be exercised by notice in writing, to elect not to reconstruct the destroyed premises and in such event this Lease and the tenancy hereby created shall cease as of the date of the giving of said notice with the minimum annual rent to be abated as of such date; said notice may be given within sixty (60) days of said occurrence. Nothing contained in this Lease shall re-

quire, or be deemed or construed to require LANDLORD to make any repairs to those elements of the premises other than those initially provided by LANDLORD to COUNTY.

17. FIRE AND EXTENDED COVERAGE INSURANCE.

(a) LANDLORD shall at all times during the term hereof maintain in effect a policy or policies of insurance covering the premises, providing protection against any peril including within the classification "Fire and Extended Coverage," and at LANDLORD's option, insurance against sprinkler damage, vandalism, malicious mischief, earthquake damage, and abatement or loss of rent in case of said insured casualties. The cost of all such insurance shall be a part of the Shopping Center operating costs.

(b) COUNTY agrees that it shall not keep, use, sell or offer for sale in or upon the premises any article or thing which may be prohibited by the standard form of fire insurance policy. COUNTY agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by the LANDLORD on the premises or the building(s) of which it is a part, resulting from a violation of the foregoing, whether or not the LANDLORD has consented to or otherwise waived the same. In determining whether increased premiums are the result of the COUNTY's use of the premises, a schedule, issued by the organization in making the insurance rate on the leased premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate of the premises.

(c) In the event that the COUNTY's occupancy causes any increase of premium for the fire, boiler and/or casualty rates on the premises or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the premises, the COUNTY shall pay the additional premium on the fire, boiler and/or casualty insurance policies by reason thereof.

18. TRADE FIXTURES. All trade fixtures installed by COUNTY in the premises shall remain the property of COUNTY and shall be removable at the expiration or earlier termination of this Lease or any renewal or extension thereof, provided COUNTY shall not at such time be in default under any covenant or agreement contained in this Lease and provided, further, that in the event of such removal COUNTY shall promptly and fully restore the premises to its original order and condition. Any such trade fixture not removed at or prior to such termination shall be and become the property of LANDLORD. All lighting fixtures, air conditioning equipment, electrical and plumbing installations, ceiling and ceiling support systems, the store front and demising and interior partitions, whether or not installed by COUNTY, shall not be considered trade fixtures and shall not be removable by COUNTY at the expiration or earlier termination of this Lease or at the expiration of any renewal or extension thereof and shall be the property of LANDLORD.

19. ASSIGNING, MORTGAGING, SUBLETTING. COUNTY agrees not to assign, mortgage, pledge or encumber this Lease, in whole or in part, or to sublet the whole or any part of the premises, or to permit the use of the whole or any part of the premises by any licensee or con-

cessionaire, without first obtaining the prior, specific written consent of LANDLORD at LANDLORD's sole discretion. COUNTY agrees that, in the event of any such assignment, subletting, licensing or granting of a concession, made with the written consent of the LANDLORD as aforesaid, it will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms and conditions and covenants of this Lease. If COUNTY is a corporation and if control thereof in any respect whatsoever changes in LANDLORD's sole but bona fide opinion in any manner whatsoever at any time during the term of this Lease, LANDLORD, at its option and its discretion, may be giving sixty (60) days prior written notice to COUNTY, declare such change a breach of and default under this Lease. The changing of control shall be deemed and construed to include, without limiting the generality of the foregoing, the loss or removal of a key employee, the loss or removal of a key principal of COUNTY, and substantial change in management. LANDLORD hereby consents to the assignment of this Lease or the subletting of the premises, to a wholly owned and controlled subsidiary of COUNTY, provided that the COUNTY remain fully liable nevertheless as aforesaid.

20. SUBORDINATION. TENANT agrees that it shall and hereby does by these terms, fully, absolutely and unconditionally subordinate its rights hereunder to the lien of a mortgage(s), now or hereafter placed against LANDLORD's (or its successor's) interest and, alternatively, any or all the buildings now or hereafter built or to be built in the Shopping Center by LANDLORD and to any and all advances, without limitation, made or to be made thereunder and to the interest thereon and

to all renewals, replacements, consolidations and extensions thereof and the COUNTY will from time to time promptly execute upon demand and without charge such documents and instruments in such form and substance as LANDLORD or its mortgagees or its other lenders may require implementing further the foregoing subordination and agreement to subordinate. COUNTY further agrees that it shall enter into and execute, without charge, all other documents which any mortgagee or any ground lessor may reasonably request COUNTY to enter into and execute, including a subordination, non-disturbance and attornment agreement.

21. ESTOPPEL CERTIFICATE. COUNTY, upon request of LANDLORD or any holders of a mortgage against the LANDLORD's interest, shall from time to time without charge deliver or cause to be delivered to LANDLORD or such mortgagee, within ten (10) days from the date of demand a certificate, duly executed and acknowledged in form for recording, certifying, if true, that this Lease is valid and subsisting and in full force and effect and that LANDLORD is not in default under any of the terms of this Lease or specifying, if applicable, any default of LANDLORD.

22. PERFORMANCE OF COUNTY'S COVENANTS. COUNTY covenants and agrees that it shall timely and fully perform all agreements and covenants herein expressed on its part to be performed, that it shall, promptly upon receipt of written notice of non-performance thereof, comply with the requirements of such notice, and that, if COUNTY shall not comply with such notice to the satisfaction of LANDLORD within forty-eight (48) hours after delivery thereof (or, if such compliance cannot reasonably be completed within forty-eight (48) hours, if

COUNTY shall not commence to comply within such period and thereafter in good faith expeditiously proceed to completion with all due diligence) LANDLORD may, at its option, do or cause to be done any and all of the things specified in said notice and in so doing LANDLORD shall have the right to cause its agents, employees and contractors to enter upon the premises and in such event shall have no liability whatsoever to COUNTY for any loss or damage resulting in any way or manner whatsoever from such action; and COUNTY agrees to pay promptly upon demand any expense whatsoever incurred by LANDLORD in taking such action, any such sum to be collectible from COUNTY as additional rent thereunder.

23. EVENTS OF DEFAULT. The occurrence of any one or more of the following shall constitute an event of default hereunder:

(a) failure of COUNTY to commence business within the time period specified in Paragraph 5 hereof; and alternatively;

(b) substantial discontinuance by COUNTY of the conduct of its business in the premises; and alternatively;

(c) the filing of a petition by or against COUNTY for adjudication as a bankrupt or insolvent or for its reorganization or for the appointment of a receiver or trustee of COUNTY's property; any reorganization or proceedings under any provisions of the Federal Bankruptcy Code; an assignment by COUNTY for the benefit of creditors; or the taking possession of the property of COUNTY by any governmental officer or agency pursuant to the statutory authority for the dissolution or liquidation of COUNTY; and alternatively;

(d) failure of COUNTY to pay when due any installment of rent hereunder or any other sum hereunder required to be paid by COUNTY; and alternatively;

(e) vacation or desertion of the premises or permitting the same to be empty and unoccupied; and alternatively;

(f) COUNTY's removal or attempt to remove or manifesting an intention to remove, COUNTY's goods or property from or out of the premises otherwise than in the ordinary and usual course of business without having first paid and satisfied LANDLORD for all rent which may become due during the entire term of this Lease; and alternatively;

(g) COUNTY's failure to perform or abide by any other term, provision, covenant, agreement, undertaking, or condition of this Lease within three (3) days after written notice and demand, unless the failure is of such character as absolutely to require more than three (3) days to cure, in which event COUNTY's failure to proceed immediately, expeditiously, continuously, and diligently to cure fully and completely such failure shall constitute an event of default.

24. RIGHTS OF LANDLORD UPON DEFAULT BY COUNTY.

(a) If an event of default as provided in Paragraph 23 occurs, then the LANDLORD, in addition to all rights and remedies granted under the laws of the State of Florida, shall have any and all of the following rights:

(1) in the event of COUNTY's abandonment of the premises, to re-enter and remove all persons and property from the premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account and sole risk of COUNTY, all

without service of notice or resort to legal process and without LANDLORD or its agents being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned hereby, COUNTY hereby absolutely waiving all claims for damages related, directly or indirectly, to any of the same; and alternatively;

(2) to terminate the Lease and re-let the premises for the account of the LANDLORD or within the sole discretion of LANDLORD the premises may be re-let for the account of the COUNTY; and alternatively;

(3) if any part or portion of the rent or payments agreed to be treated as rent shall remain due and unpaid for three (3) days next after the same shall become due and payable, LANDLORD shall have the option of declaring the balance of the entire unpaid rent for the entire rental term of this Lease to be accelerated and to be immediately due and payable and LANDLORD may then proceed immediately to collect all of the unpaid rent called for by this Lease by distress or otherwise and to terminate this Lease, without prejudice to COUNTY's obligation for all such accelerated rent should COUNTY fail then to pay the balance of the entire rent for the entire rental term. For purposes of this Paragraph 24(a)(3) said balance means the entire minimum annual rent for the balance of the term of this Lease plus, for each remaining year of the term of this Lease and pro-rata for any part of a year, the yearly average of the percentage rent paid by the COUNTY upon the gross receipts in the premises from the commencement of the term of this Lease to the end of the lease year next preceding the date of default in the payment of rent by COUNTY;

(4) if any part of the rent or other money payments due hereunder shall remain due and unpaid for fifteen (15) days next after the same shall become due and payable COUNTY shall pay to LANDLORD the sum equal to one months rent, which said sum shall be received and held by the LANDLORD as additional security deposit. Similarly, for each fifteen (15) day period thereafter during which any part of the rent or other money payments due hereunder remain due and unpaid, COUNTY shall pay to LANDLORD an additional sum equal to one (1) month's rent as security deposit to be held as set forth hereinabove.

(b) COUNTY agrees to pay all costs, whether or not otherwise considered "court costs" and expenses of collection and reasonable attorneys' fees on any part of rent or sums agreed to be treated as rent that may be collected by an attorney, suit, distress or foreclosure; and further, in the event that COUNTY fails promptly and fully to perform and comply with each and every term, provision, covenant, agreement, undertaking or condition under this Lease and the matter is turned over to LANDLORD's attorney(s), COUNTY shall pay LANDLORD's reasonable attorneys' fees plus costs, where deemed necessary or appropriate by LANDLORD, whether suit is instituted or not.

25. FINANCING AGREEMENT. COUNTY agrees not to enter into, execute or deliver any financing or security agreement that can be considered as a priority to any mortgage given by LANDLORD or its successors and in the event COUNTY does so execute or deliver such financing or security agreement, such action on the part of the TENANT shall be considered a breach of the terms and conditions of this Lease and a

default by COUNTY entitling LANDLORD to such remedies as are provided herein.

26. CUSTOM AND USAGE.

(a) It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that LANDLORD shall have the right at all times to enforce each and every of the terms, provisions, covenants, agreements, undertakings and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the LANDLORD in refraining from so doing at any time or times.

(b) The waiver by LANDLORD of any breach of any term, provision, covenant, agreement, undertaking or condition contained in this Lease shall absolutely not be deemed to be a continuing waiver of any such or of any subsequent breach of the same or any other like or differing term, provision, covenant, agreement, undertaking or condition contained in this Lease. The subsequent acceptance of rent hereunder by LANDLORD shall not be deemed to be a waiver of any preceding breach by COUNTY of any term, provision, covenant, agreement, undertaking or condition of this Lease other than the failure of COUNTY to pay the particular rent so accepted, regardless absolutely of LANDLORD's knowledge of such preceding breach at the time of acceptance of such rent. Not term, provision, covenant, agreement, undertaking or condition of this Lease shall be deemed to have been waived by LANDLORD, unless such waiver be specifically set forth in writing and signed by LANDLORD.

27. SURRENDER AND HOLDING OVER.

(a) COUNTY, upon expiration or termination of this Lease, whether by lapse of time or otherwise, agrees peaceably to surrender to LANDLORD the premises in broomclean condition and in good working order and repair and as required by Paragraph 11 hereof. In the event that COUNTY shall fail to surrender the premises upon demand, LANDLORD, in addition to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time COUNTY shall so retain possession of the premises or any part or portion thereof, an amount equal to twice, i.e., two hundred percent (200%) of the minimum annual rent.

(b) If COUNTY remains in possession of the premises with LANDLORD's consent but without a new lease reduced to writing and duly executed, COUNTY shall be deemed to be occupying the premises as a tenant at sufferance from month to month, subject otherwise to all terms, provisions, covenants, agreements, undertakings and conditions of this Lease.

28. ADDITIONAL CONSTRUCTION. LANDLORD hereby reserves the right at any time and from time to time to make replacements, alterations or additions to and to build additional partial or complete stories on the building in which the premises is contained and to build adjoining the same. LANDLORD also hereby reserves the right to replace or construct other or to add to other buildings or improvements in the Shopping Center and to permit others to do so, at any time and from time to time.

29. CONDEMNATION. COUNTY hereby waives any claim of loss or damage to COUNTY or right or claim to any part of the award as the result of the exercise of the power of eminent domain of any governmental body, whether such loss or damage results from condemnation of part or portion of all of the premises or any part or position of the parking area or the service entrances or exits or of the Shopping Center or any part thereof. Should any power or eminent domain be exercised after COUNTY is in possession, such exercise shall not void or impair this Lease unless and until the building in which the premises is located shall be substantially demolished and upon the happening of such event of demolition the rentals herein provided shall proportionately abate. In the event of a partial taking or condemnation that shall render the premises clearly unsuitable for the business of the COUNTY, the term of this Lease shall cease and terminate as of the date of possession being required by the condemning authority and TENANT shall have no claim against LANDLORD or the condemning authority for the value of any unexpired term of this Lease or otherwise.

30. LANDLORD'S LIABILITY. Notwithstanding any provision contained in this Lease or elsewhere now or hereafter to the contrary, COUNTY agrees and acknowledges that COUNTY shall look solely and only to LANDLORD's interest in the leasehold (or subleasehold, if applicable) estate in the event of any default or breach by LANDLORD with respect to any of the terms and provisions of this Lease on the part of the LANDLORD to be performed or observed and no other assets whatsoever of LANDLORD shall be subject to liability, levy, execution or

other judicial process or award for the satisfaction of COUNTY's claim(s) of any kind or sort whatsoever.

31. NOTICES. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally physically delivered or forwarded by Certified Mail, Return Receipt Requested, postage prepaid, addressed to LANDLORD or COUNTY, as the case may be, at the addresses respectively provided in this Lease. Such addresses may be changed from time to time by either party serving notices as above provided.

32. SEVERABILITY. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

33. SUCCESSORS AND ASSIGNS. All rights, obligations and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assigns of said parties, subject to the provisions of Paragraph 19 and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein and the word "COUNTY" shall be deemed and taken to mean each and every

person or party mentioned as a tenant herein, be the same one or more and if there shall be more than one tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and the same shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of COUNTY unless the assignment to such assignee has been specifically approved by LANDLORD in writing as set forth elsewhere herein.

34. QUIET ENJOYMENT. Upon payment by the COUNTY of the rent herein provided and upon the observance by COUNTY of each and every of the terms, provisions, covenants, agreements, undertakings and conditions on COUNTY's part to be observed and performed, COUNTY shall peaceably and quietly hold and enjoy the premises for the term of this Lease without hindrance or interruption by LANDLORD or any other person or persons lawfully or equitably claiming by, through or under the LANDLORD, subject, nevertheless to each and every of the terms, provisions, covenants, agreements, undertakings and conditions of this Lease.

35. FORCE MAJEURE. LANDLORD shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond LANDLORD's absolute control which shall include, without limitation, all labor disputes, civil commotion, civil disorder, riot, civil disturbance, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, orders, oratoriums or con-

trols, fire or other casualty, inability to obtain any material services or financing or though acts of God.

36. SCOPE AND INTERPRETATION OF THE AGREEMENT. This Lease is and shall be deemed, construed and considered to be the only agreement between the parties hereto pertaining to the premises. All negotiations and oral agreements acceptable to both parties are included herein. There are no verbal understandings not contained herein. This Agreement, signed by both parties, constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms and any and all representations, promises, warranties or statements by LANDLORD or LANDLORD's agent that differ in any way from the terms of this written Agreement, shall be given no force or effect. The laws of the State of Florida shall govern the validity, interpretation, performance and enforcement of this Lease. The parties intend that there be no third party beneficiaries to this Lease, except only for LANDLORD's mortgage(s) or other lender(s).

37. CAPTIONS. Any headings preceding the text of the several paragraphs and subparagraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this Lease nor shall any of the same affect its meaning, construction or effect.

38. TERMINATION.

(a) This Lease may be terminated by COUNTY at any time during the initial five (5) year term for cause upon ninety (90) days notice to the LANDLORD.

(b) "For Cause" shall be defined as the LANDLORD's breach of any term of this Agreement or failure of the Seminole County Commission, in any fixed year of the initial term, to appropriate funds sufficient to meet the COUNTY's obligation hereunder.

TSO OAK GROVE, LLC

Witness

By: _____
Christopher D. Hardy
Authorized Signatory

Witness

Date: 5/24/05

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: 6-21-05

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

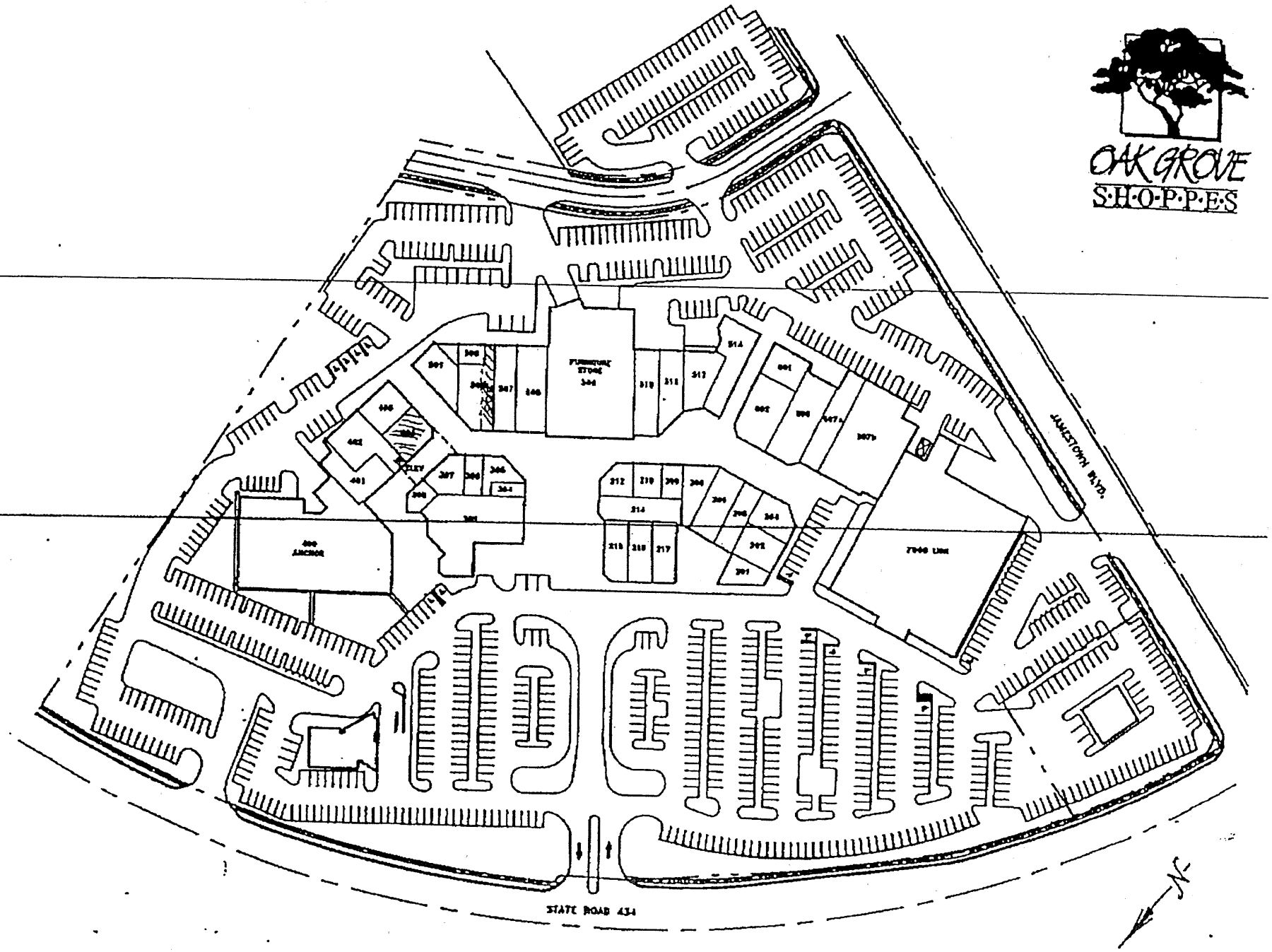
County Attorney

AC/lpk
4/28/05
oakgrove shoppes lease

As authorized for execution
by the Board of County Commissioners
at their June 14, 2005
regular meeting.

Attachment:
Exhibit "A" - Sketch of Leased Premises

Exhibit "A"



FIRST RENEWAL TO LEASE AGREEMENT
OAK GROVES SHOPPES

THIS FIRST RENEWAL is made and entered into this 12 day of August, 2008 and is to that certain Agreement made and entered into on June 21, 2005, between **MSKP OAK GROVE, LLC,** a Georgia Limited Liability Company, whose address is 9055 Ibis Boulevard, West Palm Beach, Florida 32412, hereinafter referred to as "LANDLORD", 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 "TENANT".

W I T N E S S E T H:

WHEREAS, LANDLORD and TENANT entered into the above-referenced Lease Agreement on June 21, 2005, for lease of space at the Oak Groves Shoppes located at 995 State Road 434 North, Altamonte Springs, Florida 32714; and

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

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

1. The Lease Agreement is hereby renewed for the term of one (1) year from December 1, 2008 through November 30, 2009, unless terminated sooner as provided for therein.

2. The rent for the Leased Premises shall be as follows:

(a) December 1, 2008 through November 30, 2009 base rent is NINETEEN AND 87/100 DOLLARS ($19.87) per square foot or EIGHT THOUSAND FIVE HUNDRED SIXTY-THREE AND 57/100 DOLLARS ($8,563.57) per month.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carlon Coker
DEPUTY CLERK

(b) Current floor space for the area covered in this Lease is 5,173 square feet.

3. Except as herein modified, all terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect for the term of this Renewal, as originally set forth in said Lease Agreement.

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

MSKP OAK GROVE, LLC

Sandra E Bell
Witness
Sandra E. Bell
Print Name

By: [signature]
TIMOTHY VALLACE
Authorized Signatory

Date: 7/21/08

[signature]
Witness
Rebecca W Young
Print Name

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: Brenda Carey
BRENDA CAREY, Chairman

Date: 8/12/08

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their 8/12, 2008
regular meeting.

Approved as to form and
legal sufficiency

[signature]
County Attorney

AFC:s:s/lpk
6/26/08, 6/27/08 7/9/08
P:\Users Legal Secretary CSB\Administrative Services\Oak Groves Shoppes Lease-1st Renewal.doc

SECOND RENEWAL AND FIRST AMENDMENT TO LEASE AGREEMENT
OAK GROVES SHOPPES

THIS SECOND RENEWAL AND FIRST AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on June 21, 2005, between **MSKP OAK GROVE, LLC,** a Georgia Limited Liability Company, whose address is 9055 Ibis Boulevard, West Palm Beach, Florida 32412, hereinafter referred to as "LANDLORD", 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 "TENANT".

W I T N E S S E T H:

WHEREAS, LANDLORD and TENANT entered into the above-referenced Lease Agreement on June 21, 2005, for lease of space at the Oak Groves Shoppes located at 995 State Road 434 North, Altamonte Springs, Florida 32714; and

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

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

1. The Lease Agreement is hereby renewed for the term of one (1) year from December 1, 2009 through November 30, 2010, unless terminated sooner as provided for therein.

2. The rent for the Leased Premises shall be as follows:

(a) December 1, 2009 through November 30, 2010 base rent is TWENTY AND 46/100 DOLLARS ($20.46) per square foot or EIGHT THOUSAND EIGHT HUNDRED TWENTY AND 48/100 DOLLARS ($8,820.48) per month.

(b) Current floor space for the area covered in this Lease is 5,173 square feet.

(3) Section 38 of the Agreement is hereby amended to read:

38. TERMINATION.

(a) This Lease may be terminated by COUNTY at any time during the initial three (3) year term for cause upon ninety (90) days notice to the LANDLORD.

(b) "For Cause" shall be defined as the LANDLORD's breach of any term of this Agreement or failure of the Seminole County Commission, in any fixed year of the initial term, to appropriate funds sufficient to meet the COUNTY's obligation hereunder.

(c) During any of the three (3) one (1) year renewal periods of this Lease, the COUNTY may terminate this Lease at any time, either for cause of for its convenience, upon ninety (90) days notice to the LANDLORD.

4. Except as herein modified, all terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect for the term of this Renewal, as originally set forth in said Lease Agreement.

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

MSKP OAK GROVE, LLC

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By: _____
TIMOTHY VALLACE
Authorized Signatory

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
AEC/lpk/LJP
7/22/09 8/17/09
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By:_____
BOB DALLARI, Chairman

Date:_____

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

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: FY 2009/2010 Contract Between the State of Florida Department of Health and Seminole County

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 attached Contract between Seminole County and State of Florida Department of Health for Operation of the Seminole County Health Department Contract Year 2009-2010 in the amount of $807,970.00.

County-wide

Michele Saunders

BACKGROUND:

Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

The Seminole County Health Department is one of the County Health Departments created throughout Florida. It is necessary for the parties to enter into this Contract in order to ensure coordination between the State and the County in the operation of the County Health Department.

Each year, Seminole County enters into a contract with the State of Florida Department of Health which specifies the funding and health services to be delivered to the residents of Seminole County. The appropriation by Seminole County for FY 2009/2010 is an amount not to exceed $807,970.

STAFF RECOMMENDATION:
Staff recommends to approve and authorize the Chairman to execute the attached contract between the State of Florida Department of Health and Seminole County FY 2009/2010 in the amount of $807,970.00.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Susan Dietrich)

CONTRACT BETWEEN
SEMINOLE COUNTY
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF
THE SEMINOLE COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2009-2010

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the Seminole County ("County"), through their undersigned authorities, effective October 1, 2009.

RECITALS

A. Pursuant to Chapter 154, F.S., the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Seminole County Health Department ("CHD") is one of the County Health Departments created throughout Florida. It is necessary for the parties hereto to enter into this Agreement in order to assure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 2009, through September 30, 2010, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to Section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local

funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed $ **7,563,754** *(State General Revenue, Other State Funds and Federal Funds listed on the Schedule C)*. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash or local contributions)* as provided in Attachment II, Part II is an amount not to exceed $ **807,970** *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment)*.

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this Agreement during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Bureau of Budget Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Bureau of Budget Management.

e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund
Seminole County Health Department
400 West Airport Boulevard
Sanford, FL 32765

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy State Health Officer. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall insure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year *(This is the standard quality assurance "County Health Profile" report located on the Office of Planning, Evaluation & Data Analysis Intranet site).*

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of county purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all county-purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall

be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with those promulgated by the Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

i. The revenue and expenditure requirements in the Florida Accounting System Information Resource (FLAIR).

ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;

iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;

iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Seminole County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in the core contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of

surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy State Health Officer has approved the transfer. The Deputy State Health Officer shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this Agreement. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures, dated April 2005, as amended, the terms of which are incorporated herein by reference. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b. hereof.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this Agreement.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the County of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Bureau of Budget Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

i. March 1, 2010 for the report period October 1, 2009 through December 31, 2009;

ii. June 1, 2010 for the report period October 1, 2009 through March 31, 2010;

iii. September 1, 2010 for the report period October 1, 2009 through June 30, 2010; and

iv. December 1, 2010 for the report period October 1, 2009 through September 30, 2010.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall assure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall assure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This Agreement may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this Agreement become unavailable, either party may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an

obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2010, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this Agreement are as follows:

For the State:	For the County:
Michael Napier Name	Michele Saunders Name
Administrator Seminole County Health Department Title	Director Seminole Cty Community Services Title
400 West Airport Boulevard Sanford, FL 32773 Address	534 West Lake Mary Boulevard Sanford, FL 32773 Address
(407) 665-3200 Telephone	(407) 665-2302 Telephone

If different contract managers are designated after execution of this Agreement, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this Agreement.

c. Captions. The captions and headings contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this _24___ page agreement to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2009.

BOARD OF COUNTY COMMISSIONERS

FOR SEMINOLE COUNTY

SIGNED BY:_____

NAME: Bob Dallari_____

TITLE: Chairman, Board of County Commissioners

DATE:_____

ATTESTED TO:

SIGNED BY:_____

NAME: Maryanne Morse

TITLE: Clerk of the Circuit Court

DATE:_____

STATE OF FLORIDA

DEPARTMENT OF HEALTH

SIGNED BY:_____

NAME: Ana M. Viamonte Ros, M.D., M.P.H.

TITLE: State Surgeon General

DATE:_____

SIGNED BY: Michael Napier

NAME: Michael Napier

TITLE: CHD Director/Administrator

DATE: 8/31/09

ATTACHMENT I

SEMINOLE COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	Service	Requirement
1.	Sexually Transmitted Disease Program	Requirements as specified in FAC 64D-3, F.S. 381 and F.S. 384 and the CHD Guidebook.
2.	Dental Health	Monthly reporting on DH Form 1008*.
3.	Special Supplemental Nutrition Program for Women, Infants and Children.	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Periodic financial and programmatic reports as specified by the program office and in the CHD Guidebook, Internal Operating Policy FAMPLAN 14*
6.	Immunization	Periodic reports as specified by the department regarding the surveillance/investigation of reportable vaccine preventable diseases, vaccine usage accountability, the assessment of various immunization levels and forms reporting adverse events following immunization and Immunization Module quarterly quality audits and duplicate data reports.
7.	Chronic Disease Program	Requirements as specified in the Healthy Communities, Healthy People Guidebook.
8.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
9.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and 64D-3.016 and 3.017 F.A.C. and the CHD Guidebook. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form 50.42A and Pediatric HIV/AIDS Confidential Case Report CDC Form 50.42B. Socio-demographic data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628

		or Post-Test Counseling DH Form 1628C. These reports are to be sent to the Headquarters HIV/AIDS office within 5 days of the initial post-test counseling appointment or within 90 days of the missed post-test counseling appointment.
10.	School Health Services	Requirements as specified in the Florida School Health Administrative Guidelines (April 2007).

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

SEMINOLE COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance as of 09/30/09	Estimated County Share of CHD Trust Fund Balance as of 09/30/09	Total
1. CHD Trust Fund Ending Balance 09/30/09	1,904,847	990,165	2,895,012
2. Drawdown for Contract Year October 1, 2009 to September 30, 2010	325,640	169,272	494,912
3. Special Capital Project use for Contract Year October 1, 2009 to September 30, 2010	557,135	289,607	846,742
4. Balance Reserved for Contingency Fund October 1, 2009 to September 30, 2010	1,022,072	531,286	1,553,358

Note: The total of items 2, 3 and 4 must equal the ending balance in item 1.

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

Pursuant to 154.02, F.S., At a minimum, the trust fund shall consist of: an operating reserve, consisting of 8.5 percent of the annual operating budget, maintained to ensure adequate cash flow from nonstate revenue sources.

ATTACHMENT II

SEMINOLE COUNTY HEALTH DEPARTMENT

Part II: Sources of Contributions to County Health Department

October 1, 2009 to September 30, 2010

		State CHD Trust Fund 2009	County CHD Trust Fund 2009	Total CHD Trust Fund 2009	Other Contributions	Total
1. GENERAL REVENUE - STATE						
015040	ALG/CONTR. TO CHDS-MCH HEALTH - FIELD STAFF COST	0	0	0	0	0
015040	ALG/CONTRIBUTION TO CHDS-PRIMARY CARE	9,684	0	9,684	0	9,684
015040	ALG/IPO HEALTHY START/IPO	450,921	0	450,921	0	450,921
015040	ALG/SCHOOL HEALTH/SUPPLEMENTAL	0	0	0	0	0
015040	CLOSING THE GAP PROGRAM	0	0	0	0	0
015040	COMMUNITY SMILES - DADE	0	0	0	0	0
015040	COUNTY SPECIFIC DENTAL PROJECTS - ESCAMBIA	0	0	0	0	0
015040	DUVAL TEEN PREGNANCY PREVENTION	0	0	0	0	0
015040	FL CLPPP SCREENING & CASE MANAGEMENT	0	0	0	0	0
015040	HEALTHY BEACHES MONITORING	0	0	0	0	0
015040	HEALTHY START MED-WAIVER - CLIENT SERVICES	185,616	0	185,616	0	185,616
015040	MANATEE COUNTY RURAL HEALTH SERVICES	0	0	0	0	0
015040	MINORITY OUTREACH-PENALVER CLINIC-DADE	0	0	0	0	0
015040	SPECIAL NEEDS SHELTER PROGRAM	0	0	0	0	0
015040	STD GENERAL REVENUE	0	0	0	0	0
015040	ALG/CONTR TO CHDS-DENTAL PROGRAM	0	0	0	0	0
015040	ALG/CONTR. TO CHDS-IMMUNIZATION OUTREACH TEAMS	26,340	0	26,340	0	26,340
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	100,000	0	100,000	0	100,000
015040	ALG/CONTR TO CHDS-AIDS PREV & SURV & FIELD STAFF	47,855	0	47,855	0	47,855
015040	ALG/CONTR. TO CHDS-INDOOR AIR ASSIST PROG	0	0	0	0	0
015040	ALG/CONTR TO CHDS-MIGRANT LABOR CAMP SANITATION	0	0	0	0	0
015040	ALG/FAMILY PLANNING	82,122	0	82,122	0	82,122
015040	ALG/CONTR. TO CHDS-SOVEREIGN IMMUNITY	0	0	0	0	0
015040	VARICELLA IMMUNIZATION REQUIREMENT	14,014	0	14,014	0	14,014
015040	STATEWIDE DENTISTRY NETWORK- ESCAMBIA	0	0	0	0	0
015040	PRIMARY CARE SPECIAL DENTAL PROJECTS	0	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE TEENAGE PREG PREV	0	0	0	0	0
015040	LA LIGA CONTRA EL CANCER	0	0	0	0	0
015040	HEALTHY START MED WAIVER - SOBRA	62,546	0	62,546	0	62,546
015040	FL HEPATITIS & LIVER FAILURE PREVENTIONCONTROL	77,420	0	77,420	0	77,420
015040	ENHANCED DENTAL SERVICES	0	0	0	0	0
015040	DENTAL SPECIAL INITIATIVE PROJECTS	19,802	0	19,802	0	19,802
015040	COMMUNITY TB PROGRAM	67,744	0	67,744	0	67,744
015040	COMMUNITY ENVIRONMENTAL HEALTH ADVISORY BOARD	0	0	0	0	0
015040	CATE - ESCAMBIA	0	0	0	0	0
015040	ALG/PRIMARY CARE	118,216	0	118,216	0	118,216
015040	ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0	0
015050	ALG/CONTR TO CHDS	2,682,566	0	2,682,566	0	2,682,566
GENERAL REVENUE TOTAL		3,944,846	0	3,944,846	0	3,944,846
2. NON GENERAL REVENUE - STATE						
015010	IMMUNIZATION SPECIAL PROJECT	13,134	0	13,134	0	13,134
015010	PUBLIC SWIMMING POOL PROGRAM	0	0	0	0	0
015010	ROBERT WOOD JOHNSON LEARNING COLLABORATIVE	1,000	0	1,000	0	1,000
015010	ALG/CONTR TO CHDS-REBASING TOBACCO TF	81,945	0	81,945	0	81,945
015010	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE/DEP ADM TF	9,094	0	9,094	0	9,094
015010	ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG/DEP ADM	0	0	0	0	0
015010	BASIC SCHOOL HEALTH - TOBACCO TF	273,925	0	273,925	0	273,925

ATTACHMENT II

SEMINOLE COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2009 to September 30, 2010

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contributions	Total
2. NON GENERAL REVENUE - STATE						
015010	CHD PROGRAM SUPPORT	0	0	0	0	0
015010	ENVIRONMENTAL HEALTH PACE PROJECTS	20,000	0	20,000	0	20,000
015010	BLANK	0	0	0	0	0
015010	FULL SERVICE SCHOOLS - TOBACCO TF	186,934	0	186,934	0	186,934
015020	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE/DEP ADM TF	0	0	0	0	0
015020	ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG/DEP ADM	0	0	0	0	0
015020	FOOD AND WATERBORNE DISEASE PROGRAM ADM TF/DACS	0	0	0	0	0
NON GENERAL REVENUE TOTAL		586,032	0	586,032	0	586,032
3. FEDERAL FUNDS - State						
007000	CHILDHOOD LEAD POISONING PREVENTION	0	0	0	0	0
007000	DIABETES PREVENTION & CONTROL PROGRAM	0	0	0	0	0
007000	FAMILY PLANNING EXPANSION FUNDS2008-09	100,000	0	100,000	0	100,000
007000	FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	56,250	0	56,250	0	56,250
007000	FGTF/FAMILY PLANNING-TITLE X	116,009	0	116,009	0	116,009
007000	FGTF/WIC ADMINISTRATION	1,591,149	0	1,591,149	0	1,591,149
007000	HEALTHY PEOPLE HEALTHY COMMUNITIES	19,155	0	19,155	0	19,155
007000	IMMUNIZATION FIELD STAFF EXPENSE	0	0	0	0	0
007000	IMMUNIZATION WIC-LINKAGES	0	0	0	0	0
007000	H1N1 MASS VACCINATION IMPLEMENTATION	160,006	0	160,006	0	160,006
007000	PHP - CITIES READINESS INITIATIVE	39,816	0	39,816	0	39,816
007000	RAPE PREVENTION & EDUCATION GRANT	0	0	0	0	0
007000	RYAN WHITE	0	0	0	0	0
007000	BIOTERRORISM PLANNING & READINESS	13,474	0	13,474	0	13,474
007000	AFRICAN AMERICAN TESTING INITIATIVE(AATI)	0	0	0	0	0
007000	AIDS SURVEILLANCE	0	0	0	0	0
007000	RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	35,000	0	35,000	0	35,000
007000	STD FEDERAL GRANT - CSPS	93,668	0	93,668	0	93,668
007000	STD PROGRAM - PHYSICIANS TRAINING CENTER	0	0	0	0	0
007000	STD PROGRAM-INFERTILITY PREVENTION PROJECT(IPP)	0	0	0	0	0
007000	TITLE X HIV/AIDS PROJECT	0	0	0	0	0
007000	WIC BREASTFEEDING PEER COUNSELING	29,529	0	29,529	0	29,529
007000	TUBERCULOSIS CONTROL - FEDERAL GRANT	53,984	0	53,984	0	53,984
007000	SYPHILIS ELIMINATION	0	0	0	0	0
007000	STD PROGRAM INFERTILITY PREVENTION PROJECT(IPP)	0	0	0	0	0
007000	STD PROGRAM - PHYSICIAN TRAINING CENTER	0	0	0	0	0
007000	RYAN WHITE-CONSORTIA	0	0	0	0	0
007000	BIOTERRORISM HOSPITAL PREPAREDNESS	0	0	0	0	0
007000	AIDS PREVENTION	0	0	0	0	0
007000	BIOTERRORISM SURVEILLANCE & EPIDEMIOLOGY	41,039	0	41,039	0	41,039
007000	COASTAL BEACH MONITORING PROGRAM	0	0	0	0	0
007000	FGTF/IMMUNIZATION ACTION PLAN	39,642	0	39,642	0	39,642
007000	FGTF/FAMILY PLANNING TITLE X SPECIAL INITIATIVES	0	0	0	0	0
007000	FGTF/AIDS MORBIDITY	0	0	0	0	0
007000	ENVIRONMENTAL & HEALTH EFFECT TRACKING	0	0	0	0	0
007000	RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000	RISK COMMUNICATIONS	0	0	0	0	0
007000	PUBLIC HEALTH PREPAREDNESS BASE	295,439	0	295,439	0	295,439

ATTACHMENT II

SEMINOLE COUNTY HEALTH DEPARTMENT

Part II: Sources of Contributions to County Health Department

October 1, 2009 to September 30, 2010

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
3. FEDERAL FUNDS - State						
007000	MCH BGTF-HEALTHY START IPO	85,200	0	85,200	0	85,200
007000	IMMUNIZATION-WIC LINKAGES	0	0	0	0	0
007000	IMMUNIZATION SUPPLEMENTAL	0	0	0	0	0
007000	HIV INCIDENCE SURVEILLANCE	0	0	0	0	0
007000	HEALTH PROGRAM FOR REFUGEES	11,267	0	11,267	0	11,267
015009	MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	157,249	0	157,249	0	157,249
015009	MEDIPASS WAIVER-SOBRA	95,000	0	95,000	0	95,000
015075	TRANSFER OF FEDERAL GRANT FROM OTHER AGENCY	0	0	0	0	0
015075	Summer Feeding Program	0	0	0	0	0
FEDERAL FUNDS TOTAL		3,032,876	0	3,032,876	0	3,032,876
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	TANNING FACILITIES	12,285	0	12,285	0	12,285
001020	BODY PIERCING	1,500	0	1,500	0	1,500
001020	MIGRANT HOUSING PERMIT	0	0	0	0	0
001020	MOBILE HOME AND PARKS	6,810	0	6,810	0	6,810
001020	FOOD HYGIENE PERMIT	60,320	0	60,320	0	60,320
001020	BIOHAZARD WASTE PERMIT	29,900	0	29,900	0	29,900
001020	PRIVATE WATER CONSTR PERMIT	100	0	100	0	100
001020	PUBLIC WATER ANNUAL OPER PERMIT	3,950	0	3,950	0	3,950
001020	PUBLIC WATER CONSTR PERMIT	0	0	0	0	0
001020	NON-SDWA SYSTEM PERMIT	0	0	0	0	0
001020	SAFE DRINKING WATER	0	0	0	0	0
001020	SWIMMING POOLS	150,680	0	150,680	0	150,680
001092	OSDS PERMIT FEE	190,000	0	190,000	0	190,000
001092	I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092	Food Hygiene State	500	0	500	0	500
001092	SEPTIC TANK SITE EVALUATION	0	0	0	0	0
001092	NON SDWA LAB SAMPLE	0	0	0	0	0
001092	OSDS VARIANCE FEE	0	0	0	0	0
001092	ENVIRONMENTAL HEALTH FEES	0	0	0	0	0
001092	OSDS REPAIR PERMIT	0	0	0	0	0
001170	LAB FEE CHEMICAL ANALYSIS	0	0	0	0	0
001170	WATER ANALYSIS-POTABLE	0	0	0	0	0
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0	0
010304	MQA INSPECTION FEE (SUPER ACT SERVICES/ SUMMER FEED INS)	27,350	0	27,350	0	27,350
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL		483,395	0	483,395	0	483,395
5. OTHER CASH CONTRIBUTIONS - STATE						
010304	STATIONARY POLLUTANT STORAGE TANKS	0	0	0	0	0
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	325,640	0	325,640	0	325,640
OTHER CASH CONTRIBUTIONS TOTAL		325,640	0	325,640	0	325,640
6. MEDICAID - STATE/COUNTY						
001056	MEDICAID PHARMACY	0	0	0	0	0
001076	MEDICAID TB	3,236	6,764	10,000	0	10,000
001078	MEDICAID ADMINISTRATION OF VACCINE	8,050	8,050	16,100	0	16,100

ATTACHMENT II

SEMINOLE COUNTY HEALTH DEPARTMENT

Part II. Sources of Contributions to County Health Department

October 1, 2009 to September 30, 2010

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contributions	Total
6. MEDICAID - STATE/COUNTY						
001079	MEDICAID CASE MANAGEMENT	0	0	0	0	0
001081	MEDICAID CHILD HEALTH CHECK UP	46,922	98,078	145,000	0	145,000
001082	MEDICAID DENTAL	550,120	1,149,880	1,700,000	0	1,700,000
001083	MEDICAID FAMILY PLANNING	10,500	94,500	105,000	0	105,000
001087	MEDICAID STD	11,326	23,674	35,000	0	35,000
001089	MEDICAID AIDS	21,034	43,966	65,000	0	65,000
001147	MEDICAID HMO RATE	0	0	0	0	0
001191	MEDICAID MATERNITY	474,074	990,926	1,465,000	0	1,465,000
001192	MEDICAID COMPREHENSIVE CHILD	26,859	56,141	83,000	0	83,000
001193	MEDICAID COMPREHENSIVE ADULT	2,427	5,073	7,500	0	7,500
001194	MEDICAID LABORATORY	485	1,015	1,500	0	1,500
001208	MEDIPASS $3.00 ADM. FEE	3,000	3,000	6,000	0	6,000
001059	Medicaid Low Income Pool	0	0	0	0	0
001051	Emergency Medicaid	0	0	0	0	0
001058	Medicaid - Behavioral Health	0	0	0	0	0
001071	Medicaid - Orthopedic	0	0	0	0	0
001072	Medicaid - Dermatology	0	0	0	0	0
001075	Medicaid - School Health Certified Match	1,133	2,367	3,500	0	3,500
001069	Medicaid - Refugee Health	0	0	0	0	0
001055	Medicaid - Hospital	0	0	0	0	0
MEDICAID TOTAL		1,159,166	2,483,434	3,642,600	0	3,642,600
7. ALLOCABLE REVENUE - STATE						
018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
ALLOCABLE REVENUE TOTAL		0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE						
	PHARMACY SERVICES	0	0	0	70,808	70,808
	LABORATORY SERVICES	0	0	0	192,766	192,766
	TB SERVICES	0	0	0	0	0
	IMMUNIZATION SERVICES	0	0	0	902,624	902,624
	STD SERVICES	0	0	0	0	0
	CONSTRUCTION/RENOVATION	0	0	0	0	0
	WIC FOOD	0	0	0	6,646,945	6,646,945
	ADAP	0	0	0	736,791	736,791
	DENTAL SERVICES	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
OTHER STATE CONTRIBUTIONS TOTAL		0	0	0	8,549,934	8,549,934
9. DIRECT COUNTY CONTRIBUTIONS - COUNTY						
008030	BCC Contribution from Health Care Tax	0	0	0	0	0
008034	BCC Contribution from General Fund	0	807,970	807,970	0	807,970
DIRECT COUNTY CONTRIBUTION TOTAL		0	807,970	807,970	0	807,970

ATTACHMENT II

SEMINOLE COUNTY HEALTH DEPARTMENT

Part II. Sources of Contributions to County Health Department

October 1, 2009 to September 30, 2010

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001060	CHD SUPPORT POSITION	0	0	0	0	0
001077	RABIES VACCINE	0	0	0	0	0
001077	IMMUNIZATIONS	0	360,000	360,000	0	360,000
001077	PERSONAL HEALTH FEES	0	297,000	297,000	0	297,000
001077	AIDS CO-PAYS	0	0	0	0	0
001094	ADULT ENTER. PERMIT FEES	0	0	0	0	0
001094	LOCAL ORDINANCE FEES	0	57,000	57,000	0	57,000
001114	NEW BIRTH CERTIFICATES	0	81,000	81,000	0	81,000
001115	Vital Statistics - Death Certificate	0	165,000	165,000	0	165,000
001117	VITAL STATS-ADM. FEE 50 CENTS	0	4,200	4,200	0	4,200
001073	Co-Pay for the AIDS Care Program	0	0	0	0	0
001025	Client Revenue from GRC	0	0	0	0	0
FEES AUTHORIZED BY COUNTY TOTAL		0	964,200	964,200	0	964,200
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
001009	RETURNED CHECK ITEM	0	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	211,400	211,400	0	211,400
001029	HEALTH MAINTENANCE ORGAN (HMO)	0	0	0	0	0
001054	MEDICARE PART D	0	0	0	0	0
001077	RYAN WHITE TITLE II	0	0	0	0	0
001090	MEDICARE PART B	0	39,175	39,175	0	39,175
001190	Health Maintenance Organization	0	0	0	0	0
005040	INTEREST EARNED	0	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	23,032	23,032	0	23,032
007010	U.S. GRANTS DIRECT	0	0	0	0	0
008010	DRAWDOWN	0	0	0	0	0
008020	Contribution from Health Care Tax not thru BCC	0	0	0	0	0
008050	School Board Contribution	0	0	0	0	0
008060	Special Project Contribution	0	0	0	0	0
010300	SALE OF GOODS AND SERVICES TO STATE AGENCIES	0	0	0	0	0
010301	EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0	0
010405	SALE OF PHARMACEUTICALS	0	0	0	0	0
010409	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
011000	GRANT DIRECT-NOVA UNIVERSITY CHD TRAINING	0	0	0	0	0
011000	GRANT AND DONATIONS-	0	160,200	160,200	0	160,200
011001	HEALTHY START COALITION CONTRIBUTIONS	0	0	0	0	0
011007	CASH DONATIONS PRIVATE	0	50,250	50,250	0	50,250
012020	FINES AND FORFEITURES	0	0	0	0	0
012021	RETURN CHECK CHARGE	0	50	50	0	50
028020	INSURANCE RECOVERIES-OTHER	0	0	0	0	0
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	169,272	169,272	0	169,272
011000	GRANT DIRECT-COUNTY HEALTH DEPARTMENT DIRECT SERVICES	0	0	0	0	0
011000	DIRECT-ARROW	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0

ATTACHMENT II

SEMINOLE COUNTY HEALTH DEPARTMENT

Part II. Sources of Contributions to County Health Department

October 1, 2009 to September 30, 2010

		State Cash Transfers	County Cash	Total County Treasury (Cols. 2+3)	Other Contributions	Total
		(1)	(2)	(3)	(4)	(5)
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-ARROW	0	0	0	0	0
011000	GRANT DIRECT-QUANTUM DENTAL	0	0	0	0	0
011000	GRANT DIRECT-HEALTH CARE DISTRICT PAHOKEE	0	0	0	0	0
010402	Recycled Material Sales	0	0	0	0	0
010303	FDLE Fingerprinting	0	0	0	0	0
007050	ARRA Federal Grants Direct to CHD	0	0	0	0	0
001010	Recovery of Bad Checks	0	0	0	0	0
008065	FCO Contribution	0	0	0	0	0
011006	Restricted Cash Donation	0	0	0	0	0
028000	Insurance Recoveries	0	0	0	0	0
001033	CMS Management Fee - PMPMPC	0	0	0	0	0
010400	Sale of Goods Outside State Government	0	0	0	0	0
010500	Refugee Health	0	0	0	0	0
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL		0	653,379	653,379	0	653,379
12. ALLOCABLE REVENUE - COUNTY						
018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL		0	0	0	0	0
13. BUILDINGS - COUNTY						
	ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	904,014	904,014
	GROUNDS MAINTENANCE	0	0	0	52,799	52,799
	OTHER (SPECIFY)	0	0	0	0	0
	INSURANCE	0	0	0	0	0
	UTILITIES	0	0	0	154,746	154,746
	OTHER (SPECIFY)	0	0	0	0	0
	BUILDING MAINTENANCE	0	0	0	51,635	51,635
BUILDINGS TOTAL		0	0	0	1,163,194	1,163,194
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY						
	EQUIPMENT/VEHICLE PURCHASES	0	0	0	0	0
	VEHICLE INSURANCE	0	0	0	0	0
	VEHICLE MAINTENANCE	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL		0	0	0	0	0
GRAND TOTAL CHD PROGRAM		9,531,955	4,908,983	14,440,938	9,713,128	24,154,066

ATTACHMENT 9

SEMINOLE COUNTY HEALTH DEPARTMENT

Part III: Planned Staffing, Clients, Services And Expenditures By Program Service Within Each Essential Service

October 1, 2009 to September 30, 2010

Operating Expenditure Plan

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
A. COMMUNICABLE DISEASE CONTROL:										
VITAL STATISTICS(180)	3.48	12,355	33,730	39,542	38,497	46,026	34,533	0	158,598	158,598
IMMUNIZATION(101)	13.61	12,693	32,532	368,106	277,470	356,206	237,245	698,746	540,282	1,239,027
STD (102)	13.98	2,884	17,152	249,590	207,101	247,895	206,366	264,771	646,181	910,952
A.I.D.S. (103)	11.42	312	3,491	182,369	171,706	242,200	141,800	193,753	544,322	738,075
TB CONTROL SERVICES (104)	6.60	2,094	8,572	123,914	97,314	150,745	100,537	260,757	211,753	472,510
COMM. DISEASE SURV. (106)	0.17	0	0	3,129	6,059	-2,709	2,436	6,241	2,674	8,915
HEPATITIS PREVENTION (109)	2.53	3,770	6,848	44,723	37,928	46,840	38,209	117,390	50,310	167,700
PUBLIC HEALTH PREP AND RESP(116)	5.66	0	3,955	231,154	218,049	216,959	244,493	910,655	0	910,655
COMMUNICABLE DISEASE SUBTOTAL	57.45	34,108	106,280	1,242,527	1,054,124	1,304,162	1,005,619	2,452,312	2,154,120	4,606,432
B. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	2.75	236	424	58,346	56,310	48,885	44,807	147,580	60,768	208,348
TOBACCO PREVENTION (212)	0.00	0	0	0	0	0	0	0	0	0
HOME HEALTH (215)	0.00	0	0	0	0	0	0	0	0	0
W.I.C. (221)	26.56	9,093	117,285	559,842	301,240	494,287	510,072	1,865,441	0	1,865,441
FAMILY PLANNING(223)	12.93	2,991	16,015	256,070	228,646	293,483	192,733	729,952	240,980	970,932
IMPROVED PREGNANCY OUTCOME (225)	20.51	1,526	18,296	385,932	425,220	445,939	327,471	509,195	1,075,369	1,584,562
HEALTHY START PRENATAL (227)	15.90	2,666	38,338	266,798	298,632	378,613	176,688	1,120,731	0	1,120,731
COMPREHENSIVE CHILD HEALTH(229)	7.42	1,565	4,818	131,336	109,017	135,583	122,978	399,240	99,674	498,914
HEALTHY START INFANT(231)	8.83	1,059	14,680	121,688	117,472	142,951	84,820	466,931	0	466,931
SCHOOL HEALTH (234)	7.36	0	657,134	96,108	199,726	233,493	66,598	417,148	178,777	595,925
COMPREHENSIVE ADULT HEALTH(237)	7.75	1,994	3,161	141,831	114,466	140,530	111,076	337,986	169,917	507,903
DENTAL HEALTH(240)	15.18	6,466	38,495	291,296	230,531	305,279	235,714	376,429	686,391	1,062,820
Healthy Start Interconception Woman(232)	0.01	0	0	0	425	113	0	377	161	538
PRIMARY CARE SUBTOTAL	125.20	27,596	908,646	2,309,247	2,081,685	2,619,156	1,872,957	6,371,008	2,512,037	8,883,045
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COASTAL BEACH MONITORING(347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS(357)	0.55	42	128	7,018	10,488	10,987	11,570	28,045	12,018	40,063
PUBLIC WATER SYSTEM (358)	0.04	1	4	363	721	719	2,256	4,059	0	4,059
PRIVATE WATER SYSTEM (359)	0.03	3	16	118	871	582	23	1,594	0	1,594
INDIVIDUAL SEWAGE DISP. (361)	5.85	823	3,336	99,409	105,183	111,943	83,823	280,250	120,108	400,358
Group Total	6.47	869	3,484	106,908	117,263	124,231	97,672	313,948	132,126	446,074
Facility Programs										
FOOD HYGIENE (348)	1.58	206	829	24,496	21,676	27,608	20,259	65,827	28,212	94,039
BODY ART (349)	0.02	10	11	1,213	672	779	1,046	3,710	0	3,710
GROUP CARE FACILITY(351)	1.66	352	545	27,145	51,842	26,565	22,585	89,696	38,441	128,137
MIGRANT LABOR CAMP(352)	0.00	0	0	0	0	266	0	0	266	266
HOUSING,PUBLIC BLDG SAFETY,SANITATION(353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARKS SERVICES(354)	0.14	21	54	2,370	1,361	3,527	1,388	6,052	2,594	8,646
SWIMMING POOLS/BATHING (360)	1.59	471	951	29,362	24,313	31,865	23,761	109,301	0	109,301
BIOMEDICAL WASTE SERVICES(364)	0.46	297	299	8,409	4,657	10,090	9,103	22,581	9,678	32,259

ATTACHMENT II

SEMINOLE COUNTY HEALTH DEPARTMENT

Part III Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2009 to September 30, 2010

	FTE's (0.00)	Clients Units	Services	Quarterly Expenditure Plan 1st	2nd	3rd	4th	Direct	Country	Grand Total
					(Whole dollars only)					
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
TANNING FACILITY SERVICES(369)	0.15	30	65	1,693	3,943	2,435	3,152	11,223	0	11,223
Group Total	5.60	1,387	2,754	94,688	108,464	103,135	81,294	308,390	79,191	387,581
Groundwater Contamination										
STORAGE TANK COMPLIANCE(355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICE (356)	0.80	38	382	19,282	9,846	14,046	14,131	40,113	17,192	57,305
Group Total	0.80	38	382	19,282	9,846	14,046	14,131	40,113	17,192	57,305
Community Hygiene										
RADIOLOGICAL HEALTH(372)	0.03	0	0	96	1,472	-17	0	1,086	465	1,551
TOXIC SUBSTANCES (373)	0.00	0	0	64	-18	-1	0	31	14	45
OCCUPATIONAL HEALTH(344)	0.24	0	257	2,935	1,620	6,326	2,974	13,855	0	13,855
CONSUMER PRODUCT SAFETY (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.39	46	124	12,618	4,118	2,541	11,043	21,224	9,096	30,320
RABIES SURVEILLANCE/CONTROL SERVICES (366)	0.00	0	0	0	108	45	-15	0	138	138
ARBOVIRUS SURVEILLANCE (367)	0.10	0	0	2,671	1,952	3,186	2,444	7,177	3,076	10,253
RODENT/ARTHROPOD CONTROL (368)	0.08	0	0	1,225	762	1,117	912	2,811	1,205	4,016
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
AIR POLLUTION (371)	0.00	0	0	0	0	323	0	0	323	323
Group Total	0.84	46	381	19,609	10,014	13,520	17,358	46,184	14,317	60,501
ENVIRONMENTAL HEALTH SUBTOTAL	13.71	2,340	7,001	240,487	245,587	254,932	210,455	708,635	242,826	951,461
D. SPECIAL CONTRACTS:										
SPECIAL CONTRACTS (599)	0.00	0	0	0	0	0	0	0	0	0
SPECIAL CONTRACTS SUBTOTAL	0.00	0	0	0	0	0	0	0	0	0
TOTAL CONTRACT	196.36	64,044	1,021,927	3,792,261	3,381,396	4,178,250	3,089,031	9,531,955	4,908,983	14,440,938

ATTACHMENT III

SEMINOLE COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.

2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.

3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV

SEMINOLE COUNTY HEALTH DEPARTMENT

FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

Facility Description	Location	Owned By
Main Facility Concrete Block Health Unit Design 50,269 square feet	400 West Airport Blvd. Sanford, FL 32773	Seminole County Gov't.
Satellite Facility Shopping Center Store Front 9,750 square feet	132 Sausalito Blvd. Casselberry, FL 32707	Leased by; Seminole County Gov't. Owned by: The Greater Construction Company 1105 Kensington Park Altamonte Springs, FL

ATTACHMENT V

SEMINOLE COUNTY HEALTH DEPARTMENT

SPECIAL PROJECTS SAVINGS PLAN

IDENTIFY THE AMOUNT OF CASH THAT IS ANTICIPATED TO BE SET ASIDE ANNUALLY FOR THE PROJECT.

CONTRACT YEAR	STATE	COUNTY	TOTAL
2007-2008	$	$	$ -
2008-2009	$ 71,003	$ 36,909	$ 107,912
2009-2010	$ 557,135	$ 289,607	$ 846,742
2010-2011	$	$	$ -
2011-2012	$	$	$ -
PROJECT TOTAL	$ 628,139	$ 326,515	$ 954,654

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NAME: Renovation Ph 2: Dental, Immunizations, Safety & Security upgrades etc.

LOCATION/ ADDRESS: 400 W. Airport Blvd., Sanford, FL 32773

PROJECT TYPE:

NEW BUILDING		ROOFING	
RENOVATION	X	PLANNING STUDY	
NEW ADDITION		OTHER	

SQUARE FOOTAGE: 8,000

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*
Architectural and contractor costs for interior renovation of approximately 8,000 square feet of office space within the existing Seminole County Health Department at 400 w. Airport Blvd, Sanford, FL 32773. This project will re-organize the existing space into a much more efficient and patient friendly environment for each of the affected departments. In addition, required electrical upgrades and safety improvements will also be accomplished.

ESTIMATED PROJECT INFORMATION:

START DATE *(initial expenditure of funds)*:	1/1/2009
COMPLETION DATE:	6/30/2010
DESIGN FEES:	$ 60,000
CONSTRUCTION COSTS:	$ 800,000
FURNITURE/EQUIPMENT	$ 90,000
TOTAL PROJECT COST:	$ 950,000
COST PER SQ FOOT:	$ 107.50

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

ATTACHMENT VI

SEMINOLE COUNTY HEALTH DEPARTMENT

PRIMARY CARE

"Primary Care" as conceptualized for the county health departments and for the use of categorical Primary Care funds (revenue object code 015040) is defined as:

"Health care services for the prevention or treatment of acute or chronic medical conditions or minor injuries of individuals which is provided in a clinic setting and may include family planning and maternity care."

Indicate below the county health department programs that will be supported at least in part with categorical Primary Care funds this contract year:

__X__ Comprehensive Child Health (229/29)

__X__ Comprehensive Adult Health (237/37)

__X__ Family Planning (223/23)

__X__ Maternal Health/IPO (225/25)

____ Laboratory (242/42)

____ Pharmacy (241/93)

__X__ Other Medical Treatment Program (please identify) **Dental (240/24)**

Describe the target population to be served with categorical Primary Care funds.

Does the health department intend to contract with other providers for the delivery of primary health care services using categorical (015040) Primary Care funds? If so, please identify the provider(s), describe the services to be delivered, and list the anticipated contractual amount by provider. In addition, contract providers are required to provide data on patients served and the services provided so that the patients may be registered and the service data entered into HMS.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment to Seminole Community Mental Health Center (SCMHC) Agreement

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 Second Amendment to Seminole Community Mental Health Center, Inc. Agreement with Seminole County.

County-wide Michele Saunders

BACKGROUND:

The Seminole Community Mental Health Center (SCMHC) is a private, nonprofit organization whose goal is to provide comprehensive, biopsychosocial rehabilitation programming in the areas of mental health and substance abuse. These services are designed to facilitate clients recognizing and using their strengths and abilities as well as identify clients' personal goals for successfully living, learning, socializing and working in our community.

Pursuant to Chapter 394.457(3), Florida Statutes, Seminole County is required to provide a 25% local match to the State funding. In accordance with this requirement, SCMHC and the County have partnered by Agreement for the past ten (10) years with the County funding the provision of certain comprehensive mental health services by the Center to County residents.

Section 8 of the Second Amendment is revised to provide financial assistance to SCMHC up to a maximum sum of $183,000.00 annually for all services provided by SCMHC during the term of the Agreement. This signifies an additional $8,000 annually due to an increase in the daily bed rate and medication clinic rate which are the two (2) primary services purchased by the County. The rate increase reflects the current rate paid by the Florida Department of Children and Families for these services. The rates and number of units of services under the Second Amendment are illustrated in Exhibit A-2 of the attachment.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the second amendment to Seminole Community Mental Health Center agreement with Seminole County.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Susan Dietrich)

SECOND AMENDMENT TO
SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC. AGREEMENT

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2009, and is to that certain Agreement made and entered into on the 15th day of June, 2006, between **SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC.**, whose address is 237 Fernwood Boulevard, Fern Park, Florida 32730, hereinafter referred to as the "CENTER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY".

W I T N E S S E T H:

WHEREAS, the CENTER and the COUNTY entered into the above referenced Agreement on June 15, 2006, as amended November 8, 2007, for the COUNTY to fund certain comprehensive mental health services provided by the CENTER to residents of Seminole County, Florida; and

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

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

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

1. Section 8 of the Agreement is amended to read:

Section 8. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to the CENTER up to a maximum sum of ONE HUNDRED EIGHTY-THREE THOUSAND AND NO/100 DOLLARS ($183,000.00) annually for all services provided hereunder by the CENTER during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that the CENTER has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Principal Analyst
Community Assistance Division
534 W. Lake Mary Boulevard
Sanford, Florida 32773

2. Exhibit "A-1" of the Agreement is deleted and Exhibit "A-2" attached hereto is substituted therefor.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

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

ATTEST:

RICK BROWN, Secretary

(Corporate Seal)

SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC.

By: Tony Tizzio
TONY TIZZIO, Chair

Date: September 10, 2009

STATE OF FLORIDA)
COUNTY OF Seminole)

I HEREBY CERTIFY that, on this 10th day of September, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared TONY TIZZIO and RICK BROWN, as Chair and Secretary, respectively, of SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC., a non profit corporation organized under the laws of the State of Florida, who are ☑ personally known to me or ☐ who have produced _____ as identification and did take an oath.

They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)

VALERIE MORRIS
Comm# DD0858270
Expires 2/20/2012
Florida Notary Assn., Inc

Notary Public in and for the County and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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
08/25/09
P:\Users\Lkennedy\My Documents\Community Services\Mental Health Center 2nd Am.Doc

Attachment:
Exhibit "A-2" - Service & Cost Proposal

EXHIBIT A-2: SERVICE & COST PROPOSAL

AGENCY NAME: Seminole Community Mental Health Center
AGENCY ADDRESS: 237 Fernwood Boulevard, Fern Park, FL 32730
PRESIDENT/DIRECTOR NAME: James P. Berko, President/CEO
AGENCY PHONE NUMBER: 407-831-2411
AGENCY FAX NUMBER: 407-831-0105
AGENCY E-MAIL: info@seminolecares.org
PRESIDENT/DIRECTOR E-MAIL: jberko@seminolecares.org

The above agency will provide the following services for the residents of Seminole County during FY 2009-2010:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
CSU	One available bed day
Med/Clinic	One hour of outpatient medical service

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2009-September 2010)?

Service*	Number of County funded units
CSU	365 units
Med/Clinic	178.67 units

Service units are transferable based on the agency's need and actual services provided each month.

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than $5.00, round to the nearest dollar.)
CSU	$312.46 per unit
Med/Clinic	$385.92 per unit

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
CSU	Negotiated rate with District VAA SAMH program Office
Med/Clinic	Negotiated rate with District VAA SAMH program Office

***Not to exceed $ 183,000.00**

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Seminole County Health Department Fee Resolution

DEPARTMENT: Community Services

DIVISION: Administration - Community Services

AUTHORIZED BY: Michele Saunders

CONTACT: Pamela Martin **EXT:** 2302

MOTION/RECOMMENDATION:
Adopt and authorize the Chairman to execute a Resolution amending Seminole County Administrative Code Section 20.26, "Health Department" Fee Resolutions.

County-wide Michele Saunders

BACKGROUND:

Each year, the County Health Department reviews the existing Fee Resolution to ensure proper fees are charged for services provided to the public.

The Seminole County Health Department proposes that a new Fee Resolution be adopted amending certain fees set forth in Section 20.26 "Health Department," Seminole County Administrative Code. The proposed Fee Resolution includes revisions to existing services offered by the County Health Department.

The proposed changed will not affect low-income citizens who qualify for Medicaid.

STAFF RECOMMENDATION:
Staff recommends that the Board adopt and authorize the Chairman to execute a Resolution amending Seminole County Administrative Code Section 20.26, "Health Department" Fee Resolutions.

ATTACHMENTS:

1. Resolution
2. Admin Code 20.26 Fee Resolution

Additionally Reviewed By:
☑ County Attorney Review (Susan Dietrich)

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 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, pursuant to Special Acts of the Legislature, Chapter 67-1845, Seminole County was given authority to establish and amend, as needed, a schedule of fees for services by the County Health Department; and

WHEREAS, due to the enormous number of laboratory tests and procedures available for proper health care, and the addition of new tests and procedures brought forth by advance of medical science, Seminole County does hereby adopt by reference those charges set forth under the State of Florida Medicaid Reimbursement Rate as they may be amended from time to time by the Seminole County Health Department for those primary care services, including but not limited to, laboratory tests and x-rays, for which there are no specific fees set in the attached fee schedule; and

WHEREAS, due to insufficient current State funding sources, Seminole County is seeking to recover costs associated with certain primary care and community public health services provided; and

Not for Execution

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

WHEREAS, each year the County reviews existing fee resolutions to ensure proper fees are charged for its services.

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

Section 20.26 "Health Department", Seminole County Administrative Code, is amended as identified in the attached revised Fee Resolution. The attached changes are for inclusion in the Seminole County Administrative Code.

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:_____

SED/sjs
7/22/09
Attachment
Section 20.26 Health Department "Fee Resolutions"

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Not for Execution

SECTION 20. FEE RESOLUTIONS

20.26 HEALTH DEPARTMENT

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

B. PRIMARY CARE SERVICES.

(1) Acute/Episodic Illness - Primary care services will be charged on a fee-for-service basis not less than the prevailing Medicaid rate, nor more than the prevailing Medicare rate. The fee will be derived by considering the type of visit, the client sliding fee group based on Federal OMB Guidelines, and the State Medicaid rate. Medicaid identification will be accepted as full payment in lieu of charges.

(2) Family Planning - The fee will be derived by considering the type of visit, the client sliding fee group based on Federal OMB Guidelines, and the State Medicaid rate. Medicaid identification will be accepted as full payment in lieu of charges.

(3) Well Child Services - The fee will be derived by considering the client sliding fee group, which is calculated at eligibility determination, based on Federal OMB Guidelines. The fee group will be applied to the rate not less than the prevailing Medicaid rate. Medicaid identification will be accepted as full payment in lieu of the fee.

(4) School/Day Care Physicals - A one-time service, $30.00 per physical. (A limited visit which fulfills the basic requirement of the School System or a Day Care Center. Lab tests and/or other services performed beyond the basic requirement will be charged for separately.)

(5) Maternity Services – All clients who are presumed eligible will receive continued prenatal care through delivery and postpartum care. Those clients who are denied active Medicaid and wish to continue receiving services will enter into a contract for the amount of $2,300 which includes prenatal care and delivery with a postpartum visit. Those clients with insurance coverage will assign benefits to the CHD.

(6) Dental Clinic - The fee is based on the Medicaid rate. Seminole County residents who do not meet the requirement of being "active Medicaid", up to the age of 21 years or pregnant (using Medicaid Services), can be screened through Community Assistance for dental services at this clinic.

~~(7) Pharmacy - Fees are assessed per cost of prescription plus dispensing fee. The fee will be derived by adding $5.00 dispensing fee plus the cost of prescription. Cost of prescription is the cost of medication plus 0% to 20% to be determined on a sliding fee scale category. The payment will be assessed by considering the client sliding fee group, which is calculated at eligibility determination,~~

~~based on Federal OMB Guidelines. Medicaid identification will be accepted as full payment in lieu of charges.~~

~~(8)~~(7) Lead Screening - The fee will be derived by considering the client sliding fee group which is calculated at eligibility determination, based on Federal OMB guidelines. The fee group will be applied to the rate established by the State Medicaid program. Medicaid identification will be accepted as full payment in lieu of charges.

~~(9)~~(8)	Blood Chemistries Only - Actual Cost plus per visit specimen drawing and handling fee of	$20.00
~~(10)~~(9)	Herpes Quantification Test	$45.00
~~(11)~~(10)	Pregnancy Test - Nurse Consultation	~~$19.00~~ 20.00
~~(12)~~(11)	Pregnancy Test – Teenage clients	No Charge
~~(13)~~(12)	Chest X-ray	Medicaid Rate
~~(14)~~(13)	Lamaze Classes - Private Sector (5 weeks)	$40.00
	Not receiving care from SCHD Enrolled SCHD Clients (5 weeks)	$20.00
~~(15)~~(14)	Hypertension, series of up to five tests	$5.00
~~(16)~~(15)	Thin-Prep PAP laboratory test	$25.00

C. COMMUNITY PUBLIC HEALTH SERVICES

(1)	Tuberculosis X-ray for suspected, confirmed or symptomatic contact or case	No Charge
(2)	Tuberculosis (TB) Sputum Culture for suspected, confirmed or symptomatic contact or case	No Charge
(3)	Chest X-ray for health care employees or for vocational or college student program requirements, with nurse assessment.	$25.00
(4)	Tuberculin (TB) Skin Test, with reading and nurse assessment.	$30.00

(5) Sexually Transmitted Diseases - The fee will be derived by considering the client sliding fee group which is calculated at eligibility determination, based on Federal OMB Guidelines. The fee group will be applied to the rate established by the State Medicaid Program. Medicaid identification will be accepted as full payment in lieu

of charges. Patients referred by the Disease Intervention Specialist for initial testing may be charged.

(6) Testing for HIV I Antibodies

(a)	For Health Department Clients with eligibility card:	
	for test results within the normal time period (State Lab per sliding fee scale)	No Charge to $20.00
	for faster test results (within 48 hours) Private Lab	$40.00
(b)	For people who are not already Health Department Clients:	
	for test results within the normal time period (State Lab)	$20.00
	for faster test results (within 48 hours) Private Lab	$40.00

(7) Immunizations for adults (such as international travel vaccinations, hepatitis prevention, etc.):

(a)	Flat Fee: Prevailing vaccine costs plus dispensing fee.	
	Dispensing Fee:	$20.00
(b)	Influenza vaccine, includes dispensing fee	~~$30.00~~
	Fluzone injectable	$20.00
	FluMist Nasal Administration	$25.00
(c)	Pneumococcal vaccine, includes dispensing fee	$45.00
(d)	Travel Consult Fee (a minimum of ten (10) minutes of consult time and printed travel information regarding disease prevention; fee waived for additional family members when seen together.)	$45.00
(e)	Administrative Replacement Fee (Yellow Fever Certificates)	$ 5.00

(8)	Required Immunizations for children up to age 18	No Charge
(9)	Laboratory Services: Prevailing lab cost plus blood drawing or urine collection fee.	
	Blood Drawing or Urine Collection Fee:	$15.00
(10)	Class/Seminar attendance registration Per person charge for health care, social work and counseling employees	
	AIDS 101	$ 5.00
	AIDS 500	$10.00
	AIDS 501	$50.00

D. VITAL STATISTICS:

(1)	Birth Certificates:	
	County Fee	$8.00
	State Fee pursuant to Section 382.025, FS (Surcharge for Certificates Issued by Local Registrars)	$2.50
	State Surcharge, Child Welfare Training Trust Fund	$1.50
	Total Fee for Birth Certificates	$12.00
(2)	Additional Copies	$8.00
(3)	Protective covers	$3.00
(4)	Death Certificates - Certified Copy	~~$8.00~~ 10.00

E. MEDICAL RECORDS:

(1)	Copying of Medical Record (per page)	50 cents

F. PUBLIC RECORDS:

(1)	Copying of Public Record (per page)	25 cents

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

(1) Water

(a)	Health Department Laboratory analysis per sample	$20.00
(b)	Chemical sampling per site visit	
	State Fee	$50.00
	County Fee	$10.00
	Total	$60.00
(c)	Chemical sampling per site visit for Delineated areas	
	State Fee	$50.00
	County Fee	$10.00
	Total	$60.00
(d)	Combined chemical/microbiological Sample visit	
	State Fee	$55.00
	County Fee	$10.00
	Total	$65.00
(e)	Limited use public water system annual operating permit	
	State Fee (Initial)	$75.00
	County Fee	$20.00
	Total	$95.00
	State Fee (Renewal)	$70.00
	County Fee	$20.00
	Total	$90.00

*Note: The Seminole County Health Department will charge no drinking water fee without authority to do so by Statute or rule.

(2) Swimming Pools and Bathing Places

(a)	Annual operating permit - up to and including 25,000 gallons	$100.00
	County Fee	$ 25.00
	Total	$125.00
(b)	Annual operating permit - more than 25,000 gallons	$200.00
	County Fee	$ 65.00
	Total	$265.00

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

County Fee	$50.00

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

County Fee	$25.00

(e) Variance Applications $25.00

(f) Exempted Condo Pools

State Fee	$50.00
County Fee	$10.00
Total	$60.00

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

(a) New septic tank

State fee pursuant to Chapter 64E-6, F.A.C.	$ 305.00
County Fee	$ 50.00
Total fee for standard or filled septic tank	$ 355.00

(b) Septic Tank Modification(s)

State fees pursuant to Chapter 64E-6, F.A.C.	$185.00
County Fee	$ 50.00
Total fee for Septic Tank Modification(s)	$235.00

(c) Septic tank repair permit

State fee pursuant to Chapter 64E-6, F.A.C	$175.00
County Application Fee	$ 35.00
Total fee for septic tank repair permit	$210.00

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

County Fee	$ 25.00
State Fee pursuant to Chapter 64E-6, F.A.C.	$ 50.00
Total	$ 75.00

(e) Septic System Abandonment Permit

State Fee	$ 40.00
County Fee	$ 40.00
Total	$ 80.00

(f)	Variance Application for a Single Family Residence per each lot or building site	
	State Fee	$150.00
	County Fee	$ 50.00
	Total	$200.00
(g)	Variance Application for a Multi-family or Commercial building per each building site	
	State Fee	$200.00
	County Fee	$ 50.00
	Total	$250.00
(h)	Onsite Sewage Consultation Fees and Field Work Requests Not Related to Formal Permitting	
	(i) Plan Review	
	County Fee	$50.00
	(ii) Soil Profile Fee	
	County Fee	$100.00
(i)	Late Fees for Delinquent Onsite Sewage Operating Permits	
	County Fee	$50.00
(j)	Permit amendment	
	State Fee	$55.00
	County Fee	$20.00
	Total	$75.00
(k)	Voluntary timed inspection	$50.00
(l)	Fast Track Permitting Consultation for New, Modification & Existing Sewage	$75.00
(m)	DRC Plan Review Small Site Plan, Development Plan	$35.00
(n)	DRC Plan Review Site Plan, Preliminary & Final Engineering Subdivision (4 reviews)	$150.00
	(reviews after 4)	$ 35.00
(o)	Managed System Fee	
	County Fee	$50.00

(p) Site Re-Evaluation Fee

State Fee	$ 75.00
County Fee	$ 25.00
Total	$100.00

(q) Aerobic Treatment Unit Maintenance Annual Permit

State Fee	$25.00
County Fee	$50.00
Total	$75.00

(r) Annual Operating Performance Permits for Performance Based Systems

State Fee	$ 50.00
County Fee	$ 50.00
Total	$100.00

(4) Food Service

(a) Annual permit for Child Care Centers with food service permitted pursuant to Chapter 64E-11, Florida Administrative Code

State Fee	$ 85.00
County Fee	$ 15.00
Total	$100.00

(b) Late renewal of Annual Certificates

State Fee	$25.00
County Fee	$ 5.00
Total	$30.00

(c) Alcoholic Beverage Establishment Inspection

State Fee	$30.00
County Fee	$20.00
Total	$50.00

(d) Reinspection Fee (1st) $50.00

(e) Annual Permit – Nursing Homes

State Fee	$210.00
County Fee	$ 40.00
Total	$250.00

(f) Annual Permit – Adult Living Facilities

State Fee	$110.00
County Fee	$ 50.00
Total	$160.00

(g) Annual Permit – Schools

State Fee	$160.00
County Fee	$ 90.00
Total	$250.00

(h) Annual Permit – Civic Organizations

State Fee	$160.00
County Fee	$ 90.00
Total	$250.00

(i) Annual Permit – Hospitals

State Fee	$210.00
County Fee	$ 40.00
Total	$250.00

(j) Annual Permit – Detention Centers & Jails

State Fee	$210.00
County Fee	$ 40.00
Total	$250.00

(k) Food Service Plan Review

State Fee/hour (1 hour minimum)	$35.00
County Fee	$15.00
Total/hour (1 hour minimum)	$50.00

(5) Other Services

(a) Tanning Facilities

Re-inspection fee per each re-inspection
County Fee $25.00

(b) Body Piercing

Re-Inspection fee per required re-inspection
County Fee $25.00

(c) Rabies test (low-risk species) $100.00

(d) Group Care Homes and Facilities

(i) Residential Group Home(s)
Voluntary request for inspection
County Fee $50.00

(ii) Adult Living Facilities
General sanitation inspection as required by Agency for Health Care Administration
County Fee $50.00

(iii) Day Care Centers
Semi-Annual General sanitation inspections (Annual Fee)
County Fee $50.00

(e) Foster Homes

(i) Annual environmental health inspection
County Fee $50.00

(ii) Foster Home Reinspection $25.00

(f) Schools: Semi-annual environmental health inspection of school facilities (Annual Fee)
County Fee $100.00

(g) Housing and Public Buildings
Adult Entertaining Light meter reading $50.00

H. AUTHORITY. Resolution 2004-R-23 adopted February 10, 2004
Resolution 2006-R-130 adopted June 13, 2006
Resolution 2006-R-213 adopted September 26, 2006
Resolution 2007-R-170 adopted September 25, 2007
Resolution 2008-R-219 adopted September 23, 2008

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Substantial Amendment to the 2006-07 & 2007-08 One-Year Action Plans (CDBG Program)

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: Michele Saunders **CONTACT:** Buddy Balagia **EXT:** 2389

MOTION/RECOMMENDATION:
Approve the Substantial Amendment to the 2006-2007 and 2007-2008 One-Year Action Plans to add an activity to fund the rehabilitation of the historic Hopper Academy in Sanford.

District 5 Brenda Carey Buddy Balagia

BACKGROUND:

On August 27, 2009 the Community Assistance Division published a display advertisement in the Orlando Sentinel to solicit public comment for 30 days to amend the 2006-2007 and 2007-2008 One-Year Action Plans (of the 2005-2009 Consolidated Plan) as follows:

- Add an activity: Hopper Academy Rehabilitation
- Amount of funding: $30,000

Cost estimates are as follows:

- Replace all three (3) air conditioning units: $19,900
- Install historically-appropriate half-round gutters: $7,629
- Total: $27,529

A budget of $30,000 is being established due to the possibility of additional funds needed (bids will be sought).

If approved, a funding agreement will be brought to the Board for approval at a future meeting.

STAFF RECOMMENDATION:
Staff recommends that the Board approve the Substantial Amendment to the 2006-2007 and 2007-2008 One-Year Action Plans to add an activity to fund the rehabilitation of the historic Hopper Academy in Sanford.

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfactions of Second Mortgage

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: Michele Saunders **CONTACT:** Josie Delgado **EXT:** 2381

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Satisfactions of Second Mortgage for households assisted under the County's Home Ownership Assistance Program or the Emergency Repair Housing Program.

County-wide Shirley Davis-Boyce

BACKGROUND:

The clients identified below received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County. These clients have either met and satisfied all County SHIP Policies and Affordability Periods or Federal HUD Regulations or otherwise qualify for satisfaction of these mortgage liens under current department policies. The clients and their respective properties qualifying for satisfaction are:

Name	Parcel I.D. Number
Grace Ciancimeno	31-19-31-517-0000-0610
Willie Hudson	07-21-30-503-0000-0550
Danny and Sabrina Hughes	32-19-31-514-0000-0400
Barbara J. Hunter and Edward L. Hunter	34-19-30-514-0200-0080
Mary Alice Justice	12-21-29-5BD-1400-0160
Pauline Knight	32-19-31-507-0I00-0030
Sandra P. Larsson	07-20-31-510-0BB0-02D0
Shonna L. Miller	21-21-30-505-0H00-0050
Frigia Mora	02-21-29-504-0000-174A
Stephen R. Nathan	13-20-30-502-0000-0530
Zaida Ortiz	11-20-30-509-0000-0190
Keitha Rhodes and Emma Lee Rhodes	07-21-30-503-0000-0350
Julia Reese	07-21-30-514-0000-021A
Bildad and Kimberly Rither	07-21-30-504-0000-0380
Beatrice Roberts	32-19-31-513-0000-0130
Myriam I. Rodriguez	01-20-30-504-2400-0270
Claretha Roux	07-21-30-512-0000-0100
Joseph Lyle Schulman	31-19-31-520-0000-0820
Mary Ann Serrano	19-21-31-505-0000-0820

Total Forgiven $ 268,780.00

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the County's SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

ATTACHMENTS:

1. Satisfactions of Second Mortgage

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 29, 2004 and recorded in Official Records Book 05407, Pages 1160 through and including 1164, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) (the "Note"), dated July 29, 2004 and recorded in the Official Records Book 05407, Pages 1165 through and including 1168, Public Records of Seminole County, Florida, which encumbered the property located at 2449 Grandview Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 61, SOUTH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 62, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 31-19-31-517-0000-0610

The Property is also sometimes described as:

THE NORTH 48 FEET OF LOT 61, SOUTH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 62, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

The property Identification Number was also erroneously described In the subject Mortgage documents as: 31-10-31-517-0000-0600

(the "Property,") were made by **Grace Ciancimeno**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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 _____, 20_____
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
8/17/2009
P:\Users\Legal Secretary CSB\Community Services\2009 Satisfactions\Grace Ciancimeno satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated November 20, 1997 and recorded in Official Records Book 3333, Page 0256, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated November 20, 1997, and recorded in Official Records Book 3358, Pages 0584 through 0586, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 511 Peachtree Lane, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 55, GRANADA SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 100, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA,

Parcel Identification Number: 07-21-30-503-0000-0550

(the "Property,") was made by **WILLIE HUDSON,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as his residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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
AWS/sjs
8/20/2009

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 29, 1999 and recorded in Official Records Book 3713, Pages 1726 through and including 1730, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) (the "Note"), dated July 29, 1999 and recorded in the Official Records Book 3713, Pages 1731 through and including 1733, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated May 21, 1999 and recorded in Official Records Book 3713, Pages 1734 through and including 1736, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2557 Daffadil Terrace, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 40, PALM POINT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 69 THROUGH 71, INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 32-19-31-514-0000-0400

(the "Property,") were made by **Danny and Sabrina Hughes,** husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

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 _____, 20_____
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
8/10/09
P:\Users\Legal Secretary CSB\Community Services\2009 Satisfactions\Danny & Sabrina Hughes satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated November 12, 1996 and recorded in Official Records Book 3164, Page 1385, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated November 12, 1996, and recorded in Official Records Book 3188, Pages 1504 through 1506, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2990 Truman Blvd., Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 8, BLOCK 2, LINCOLN HEIGHTS SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 45, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 34-19-30-514-0200-0080

(the "Property,") was made by **BARBARA J. HUNTER** and **EDWARD L. HUNTER,** the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners and their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

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

AWS/sjs
8/20/2009

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated October 13, 1997 and recorded in Official Records Book 3312, Page 0758, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated October 13, 1997, and recorded in Official Records Book 3318, Pages 0583 through 0585, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 107 Spring Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 16, BLOCK 14, SANLANDO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 65, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

The property is also described as: LOT 16, BLOCK 14, SANLANDO THE SUBURB BEAUTIFUL SANFORD SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 65 THROUGH 68, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 12-21-29-5BD-1400-0160

(the "Property,") was made by **MARY ALICE JUSTICE,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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
AWS/sjs
8/20/2009

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated July 30, 1997 and recorded in Official Records Book 3285, Page 0103, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated July 30, 1997 and recorded in Official Records Book 3285, Pages 0100 through 0102, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2441 E. 21st Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 3 AND THE EAST 34 FEET OF LOT 2, BLOCK I, DIXIE TERRACE FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 29 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 32-19-31-507-0I00-0030

(the "Property,") was made by **Pauline Knight,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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

AWS/lpk
8/10/2009
P:\Users\Legal Secretary CSB\Community Services\2009 Satisfactions\Pauline Knight satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 23, 2004 and recorded in Official Records Book 05442, Pages 1516 through and including 1520, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) (the "Note"), dated July 23, 2004 and recorded in the Official Records Book 05442, Pages 1521 through and including 1524, Public Records of Seminole County, Florida, which encumbered the property located at 220 Krider Road, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

UNIT 2D, CASTILLE TOWN HOMES CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM AND ALL EXHIBITS ANNEXED THERETO AS RECORDED ON JULY 21, 1976, IN OFFICIAL RECORDS BOOK 1092, PAGES 0410 THROUGH AND INCLUDING 0435 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND ANY AMENDMENTS THERETO; TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND THE LIMITED UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS DECLARED IN SAID DECLARATION OF CONDOMINIUM TO BE AN APPURTENANCE TO THE ABOVE CONDOMINIUM UNIT.

and also sometimes described as:

UNIT 2D, BUILDING BB, CASTILLE TOWNHOMES CONDOMINIUM, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGES 14 AND 15 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 07-20-31-510-0BB0-02D0

(the "Property,") were made by **Sandra P. Larsson**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

[Balance of page left intentionally blank;
Attestation on page 3 of 3]

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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.

_____
County Attorney

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

AWS/lpk
8/10/2009
P:\Users\Legal Secretary CSB\Community Services\2009 Satisfactions\Sandra Larsson satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 29, 2004 and recorded in Official Records Book 05408, Pages 1470 through and including 1474, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) (the "Note"), dated July 29, 2004 and recorded in the Official Records Book 05408, Pages 1475 through and including 1478, Public Records of Seminole County, Florida, which encumbered the property located at 509 El Dorado Way, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 5, BLOCK H, SUMMERSET NORTH SECTION 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 38 AND 39, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 21-21-30-505-0H00-0050

(the "Property,") were made by **Shonna L. Miller**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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 _____, 20_____
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
8/10/2009
P:\Users\Legal Secretary CSB\Community Services\2009 Satisfactions\Shonna Miller satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 14, 2004 and recorded in Official Records Book 05429, Pages 0046 through and including 0050, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) (the "Note"), dated July 14, 2004 and recorded in the Official Records Book 05429, Pages 0051 through and including 0054, Public Records of Seminole County, Florida, which encumbered the property located at 174 Springwood Circle, Apt. A, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

> UNIT NO 174A, SPRINGWOOD VILLAGE, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 1331, PAGE 1049 AND ANY AMENDMENTS THEREOF TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS DECLARED IN SAID DECLARATION OF CONDOMINIUM TO BE AN APPURTENANCE TO THE ABOVE DESCRIBED UNIT; SAID INSTRUMENTS BEING RECORDED AND SAID LAND SITUATE, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA
>
> Parcel Identification Number: 02-21-29-504-0000-174A

(the "Property,") were made by **Frigia Mora**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

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.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
8/10/2009
P:\Users\Legal Secretary CSB\Community Services\2009 Satisfactions\Frigia Mora satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

CORRECTIVE SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

THIS CORRECTIVE SATISFACTION OF SECOND MORTGAGE IS FOR THE PURPOSE OF AMENDING AND CORRECTING THAT CERTAIN SATISFACTION OF SECOND MORTGAGE ATTACHED AS EXHIBIT "A" AND RECORDED IN OFFICIAL RECORDS BOOK 3834, PAGE 1354, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA (THE "ORIGINAL SATISFACTION"). THE CORRECTIONS ARE FOR THE PURPOSES OF CORRECTING THE DATE SHOWN ON THE ORIGINAL SATISFACTION FOR THE DATE THE AGREEMENTS WERE SIGNED AND TO INCLUDE THE SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT.

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 12, 1996 and recorded in Official Records Book 3173, Pages 2007 through and including 2011, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated December 12, 1996 and recorded in the Official Records Book 3173, Pages 2012 through and including 2014, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated December 12, 1996, recorded in Official Records Book 3173, Pages 2015 through and including 2017, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 730 Baywood Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

> LOT 53, SUNLAND ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 97 AND 98, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
>
> Parcel Identification Number: 13-20-30-502-0000-0530

(the "Property,") were made by **STEPHEN R. NATHAN** and **NATALIE D. NATHAN**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their

primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, the Note and Agreement; and

WHEREAS, the Owners have refinanced the Property within the ten (10) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage, Note and Agreement; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 7, 2000 pursuant to the terms of the Mortgage, Note, and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note and Agreement every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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
AWS/sjs
8/20/2009

EXHIBIT A

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated December 2, 1996, from Nathan, Stephen & Natalie, Husband & Wife, Mortgagor to Seminole County, a political sub*, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Five Hundred and no/100 ($3,500.00) which mortgage is recorded in Official Records Book 3173, Page 2007, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Five Hundred Dollars and no/100 ($3,500.00), secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this 30 day of March, 1900.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton Henley
Chairman

Date: 3/30/00

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

[signature] 3-7-00
County Attorney

As authorized for execution by the Board of County Commissioners at their March 28, 1900, regular meeting.

SED/dre
082796
F:\USERS\DEB\MISC\MORTGAGE.SAT

RETURN TO SANDY McCANN

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
2000 APR 17 AM 8:09

OFFICIAL RECORDS BOOK 3834 PAGE 1354
SEMINOLE CO., FL

Copy

Not a certified copy

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 28, 2003 and recorded in Official Records Book 04738, Pages 0085 through and including 0088, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) (the "Note"), dated February 28, 2003 and recorded in the Official Records Book 04738, Pages 0089 through and including 0091, Public Records of Seminole County, Florida, which encumbered the property located at 136 Long Leaf Pine Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

> LOT 19, HIDDEN LAKE VILLAS, PHASE IV, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 26 THROUGH 28 INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
>
> Parcel Identification Number: 11-20-30-509-0000-0190

(the "Property,") were made by **Zaida Ortiz**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
8/10/2009
P:\Users\Legal Secretary CSB\Community Services\2009 Satisfactions\Zaida Ortiz satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated December 14, 1995 and recorded in Official Records Book 3006, Page 0875, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated December 14, 1995, and recorded in Official Records Book 3046, Pages 1607 through 1610, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 411 Basewood Lane, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 35, GRANADA SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 100, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 07-21-30-503-0000-0350

(the "Property,") was made by **KEITHA RHODES** and **EMMA LEE RHODES,** the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners and their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

By:_____
BOB DALLARI, Chairman

Date:_____

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

AWS/sjs
8/20/2009

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated December 10, 1996 and recorded in Official Records Book 3188, Page 1493, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated December 10, 1996 (hereinafter the "Agreements"), which encumbered the property located at 320 Magnolia Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

> WEST 101.35 FEET OF EAST 130.22 FEET OF SOUTH 207.06 FEET OF NORTH 232.06 FEET OF LOT 21, A.E. GRIFFINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 43, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
>
> The property is also described as: FROM THE EAST 1/4 CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST, RUN WEST 2,612.47 FEET ALONG THE E W 1/4 SECTION LINE OF SAID SECTION 7 THENCE SOUTH 00 DEGREES, 15 MINUTES, 09 SECONDS, EAST 25 FEET FROM THE POINT OF THE BEGINNING.
>
> Parcel Identification Number: 07-21-30-514-0000-021A

(the "Property,") was made by **JULIA REESE,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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
AWS/sjs
8/20/2009

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 30, 1999 and recorded in Official Records Book 3703, Pages 1889 through and including 1893, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated July 30, 1999 and recorded in the Official Records Book 3703, Pages 1894 through and including 1896, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated June 9, 1999 and recorded in Official Records Book 3703, Pages 1897 through and including 1899, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 704 Brentwood Avenue, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 38, ORANGE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 56, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 07-21-30-504-0000-0380

(the "Property,") were made by **Bildad & Kimberly Rither,** husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

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 _____, 20_____
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
8/10/09
P:\Users\Legal Secretary CSB\Community Services\2009 Satisfactions\Bildad & Kimberly Rither satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 3, 1997 and recorded in Official Records Book 3251, Page 0725, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated June 3, 1997 and recorded in Official Records Book 3262, Pages 1709 through 1711, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2230 Church Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 13, MIDWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 41 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 32-19-31-513-0000-0130

(the "Property,") was made by **Beatrice Roberts,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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 _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/
8/10/2009
P:\Users\Legal Secretary CSB\Community Services\2009 Satisfactions\Beatrice Roberts satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 14, 1996 and recorded in Official Records Book 3095, Page 1363I, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated June 14, 1996, and recorded in Official Records Book 3100, Pages 0523 through 0525, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2533 El Portal Aveune, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 27, BLOCK 24, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 01-20-30-504-2400-0270

(the "Property,") was made by **MYRIAM I. RODRIGUEZ,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

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
AWS/sjs
8/20/2009

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated December 8, 1995 and recorded in Official Records Book 3005, Page 1155, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated December 8, 1995, and recorded in Official Records Book 3046, Pages 1603 through 1606, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 476 Ford Drive, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 10, OAK TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 91, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 07-21-30-512-0000-0100

(the "Property,") was made by **CLARETHA ROUX,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/sjs
8/20/2009

By:_____
BOB DALLARI, Chairman

Date:_____

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

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 29, 2004 and recorded in Official Records Book 05421, Pages 1606 through and including 1610, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) (the "Note"), dated July 29, 2004 and recorded in the Official Records Book 05421, Pages 1611 through and including 1614, Public Records of Seminole County, Florida, which encumbered the property located at 2405 Willow Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 82 AND THE NORTH 1/2 OF LOT 84, SANFO PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 62, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 31-19-31-520-0000-0820

(the "Property,") were made by **Joseph Lyle Schulman**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as his residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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
AWS/
8/17/2009
P:\Users\Legal Secretary CSB\Community Services\2009 Satisfactions\Joseph Schuman satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 14, 1996 and recorded in Official Records Book 3095, Page 1363J, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated June 14, 1996, and recorded in Official Records Book 3100, Pages 0493 through 0495, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 1454 La Paloma Circle, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 82, SUNRISE VILLAGE UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGE 19, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 19-21-31-505-0000-0820

(the "Property,") was made by **MARY ANN SERRANO**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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
AWS/sjs
8/27/2009

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Release of the original Water and Sewer Maintenance Agreement with Letter of Credit for the project known as Hanover Pointe.

DEPARTMENT: Environmental Services **DIVISION:** Business Office

AUTHORIZED BY: Joe Forte, Andrew Neff **CONTACT:** Becky Noggle **EXT:** 2143

MOTION/RECOMMENDATION:
Approve the Release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of $64,900.72 for the project known as Hanover Pointe.

District 5 Brenda Carey Bob Briggs

BACKGROUND:
The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Water and Sewer Maintenance Agreement with Letter of Credit # 9660929352-00003 dated 08/03/2007 in the amount of $64,900.72 which was accepted by Submission Memorandum into County Records for the project known as Hanover Pointe.

STAFF RECOMMENDATION:
Staff recommends that the Board to approve the release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of $64,900.72 for the project known as Hanover Pointe.

ATTACHMENTS:

1. Original Request for Release and Copy LOC

Additionally Reviewed By:
No additional reviews

Longwood Lake Mary, LLC

6355 MetroWest Blvd Suite 330
Orlando, Fl 32835
Phone: (407) 523-2323

August 3, 2009

Becky Noggle
500 West Lake Mary Blvd
Sanford, FL 32773

Dear Ms. Noggle,

According to your letter sent July 2, 2009, Longwood Lake Mary, LLC has completed all of the requirements associated with the water and sewer maintenance bond for the subdivision Hanover Pointe. As such, please release the original maintenance bond and corresponding letter of credit #9660929352-00003 for the amount of $64,900.72 to the above address.

Thank you and if you have any questions please let me know. I can be reached at (407) 629-4168.

Sincerely,

Michelle Kahan

July 2, 2009

Longwood Lake Mary LLC
111 S Maitland Ave. Ste 101
Maitland, FL 32751

Re: Maintenance Agreement w/ LOC

Project Name: Hanover Pointe
LOC# 9660929352-00003
Amount: $64,900.72
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **7/01/2009** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **7/01/2009**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Agreement may be released as required by the Land Development Code.

Please send request for release of the original Maintenance Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Brent Keith
Sr. Utilities Inspector

c: Project File

MAINTENANCE AGREEMENT

(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this 17th day of July, 2007, between Longwood/Lake Mary, LLC, hereinafter referred to as "PRINCIPAL" and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including water lines, sewer lines, lift station sand other appurtenances in that certain subdivision described as Hanover Pointe as recorded in Plat Book ____ Pages_____. Public Records of Seminole County, Florida, hereinafter referred to as the "plat", and

WHEREAS, the aforesaid water and sewer improvements were made pursuant to certain plans and specifications dated June 16, 2006 (as subsequently revised or amended on February 14, 2007) and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said water and sewer improvements and to maintain said water and sewer improvements for a period of two (2) years from July 30, 2007; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. 9660929352-00003 issued by BB&T, in the sum of sixty-four thousand nine hundred dollars and seventy-two cents ($64,900.72).

NOW THEREFORE, the COUNTY agrees to accept the water and sewer improvements into the COUNTY Utility System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors, and assigns, jointly an severally agrees to be held and firmly bound to the COUNTY in the sum of sixty-four thousand nine hundred dollars and seventy-two cents ($64,900.72) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid water and sewer improvements and maintain said water and sewer improvements for a period of two (2) years from July 30, 2007, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall correct the defect.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter o Credit to pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

The PRINCIPAL further agrees 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, cause 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 shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure to the PRINCIPAL to correct said defects.

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

ATTEST:

_____

By: _____

(CORPORATE SEAL)

Date: 7/30/07

I HEREBY CERTIFY that, on this 30 day of July, 20 07, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Allan Goldberg and Allan Goldberg, as President and Secretary, respectively, of Longwood Lake Mary, LLC, a corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

NOTARY SEAL

Notary Public Signature

WITNESSES:

DEPARTMENT OF PUBLIC WORKS
UTILITIES DIVISION
SEMINOLE COUNTY, FLORIDA

8-1-07

Utilities Manager

Date: _____

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda Items and approved on April 2, 1997.

MICHELLE KAHAN
Notary Public - State of Florida
My Commission Expires Mar 4, 2011
Commission # DD 646658

BB&T

Branch Banking & Trust Co.

255 South Orange Avenue, Suite 112
Orlando, Florida 32801

IRREVOCABLE LETTER OF CREDIT
(For Maintenance Agreement – Water and Sewer Improvements)

July 17, 2007

Seminole County Board of County Commissioners
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Re: Irrevocable Letter of Credit No. 9660929352-00003

Dear Commissioners:

By order of Longwood Lake Mary, LLC, we hereby establish an Irrevocable Letter of Credit in your favor. We hereby authorize you to draw on Branch Banking & Trust Company up to an aggregate amount of $64,900.72 available by your drafts at sight accompanied by a signed statement of the Board of County Commissioners that the Maintenance Agreement dated July 17, 2007, between Longwood Lake Mary, LLC and Seminole County is in default.

Drafts must be drawn and negotiated on or before 9/17/09, and each draft must state that it is drawn under Irrevocable Letter of Credit No. 9660929352-00003 of Branch Banking & Trust Company dated 7/16/07, and the amount thereof endorsed on this Letter of Credit. The Bank agrees that this Letter of Credit shall automatically renew itself for successive one year periods unless the Bank shall give notice to you no later than forty-five (45) days preceding an expiration date that it chooses not to renew the Letter of Credit, in which case, the County shall be entitled to demand and receive the outstanding amount of money represented by this Letter of Credit. In the event of a draw based on expiration of this Letter of Credit, the proceeds shall be held by Seminole County as a Cash Bond to secure continued adherence to the terms of the Maintenance Agreement with Longwood Lake Mary, LLC.

Upon tender of payment, you will release to the Bank the original irrevocable Letter of Credit marked "Cancelled". In any event, upon expiration or at any time after the completion of the Maintenance Agreement dated July 17, 2007, and the completion of Longwood Lake Mary, LLC obligations thereunder, you will return the original Irrevocable Letter of Credit to this Bank marked "Cancelled".

We hereby engage with drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the drawee.

If the Board of County Commissioners initiates suit under this Letter of Credit, the Bank hereby agrees to be responsible for Seminole County's court costs and reasonable attorney's fees, but Branch Banking and Trust Company shall not be responsible for any attorney's fees in excess of fifteen (15%) of the aggregate amount of this Letter of Credit.

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not, in any way, be amended by reference herein to any agreement, and any such reference shall not be deemed to incorporate herein by reference any document or agreement other than the Maintenance Agreement dated July 17, 2007, 2007, and referenced herein.

Very truly yours,

By Anne C. Grady
Anne C. Grady
Vice President

Corporate Seal

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Solid Waste Franchise Agreements for Commercial Collection Service

DEPARTMENT: Environmental Services **DIVISION:** Solid Waste Management

AUTHORIZED BY: Joe Forte, Andrew Neff **CONTACT:** William (Johnny) Edwards **EXT:** 2253

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to sign each of the Non-Exclusive Franchise Agreements for Commercial Solid Waste Collection Service attached to this agenda item.

County-wide William (Johnny) Edwards

BACKGROUND:
Companies that collect and haul commercial solid waste in unincorporated Seminole County are required to first obtain non-exclusive franchises for commercial solid waste collection services from the Board of County Commissioners, in accordance with Chapter 235 of the Seminole County Code. Seven (7) hauling companies currently hold non-exclusive franchises. Four were renewed during the September 22, 2009 Board meeting but the remaining three Franchise Agreements expired on September 30, 2009. Seminole County does not currently charge a franchise fee, nor does it make any representations or guarantees regarding the potential for business through the Franchise Agreements. The award of a franchise essentially provides the company with authority, pursuant to the Seminole County Code, to conduct business in unincorporated Seminole County. The updated Franchise Agreement has a one (1) year term that may be renewed annually until September 30, 2023.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to sign each of the Non-Exclusive Franchise Agreements for Commercial Solid Waste Collection Service attached to this agenda item.

ATTACHMENTS:

1. Agreement
2. Agreement
3. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Susan Dietrich)

NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE

THIS AGREEMENT made and entered into this ____ day of _____, 2009, between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "County", and **ADVANCED DISPOSAL SERVICES CENTRAL FLORIDA, LLC**, a limited liability Company authorized to do business in Florida, whose address is 405 Thorpe Road, Orlando, Florida 32859, hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, Contractor collects and transports commercial solid waste generated in areas of unincorporated Seminole County; and

WHEREAS, the County desires to ensure that such activities are performed by a competent and qualified Contractor in accordance with applicable Federal, State, and local laws and consistent with the public interest; and

WHEREAS, Contractor is competent and qualified to provide commercial solid waste collection services and desires to provide its collection and transporting services within unincorporated Seminole County according to the terms and conditions stated herein,

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Definitions. To the extent the definitions contained herein conflict with similar definitions contained in any Federal, State or local law, the definitions herein shall prevail. However, nothing

eVD 9-1-09 cr
a 120.00 CASH

contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to Federal, State or local law. The following terms are defined as follows:

(a) **Agreement.** This Non-Exclusive Franchise Agreement and all written amendments to it.

(b) **Biomedical Waste.** Any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and other materials which in the opinion of the Department of Health represents a significant risk of infection to persons outside the generating facility.

(c) **Bulky Waste.** Any non-vegetative tangible item such as furniture, grills, lawn equipment, furnaces, bicycles (excluding motorized vehicles and motors such as but not limited to cars, trucks, motorcycles and boat motors) or similar items not having a useful purpose to the owner or abandoned by the owner whose large size or weight precludes disposal by normal methods.

(d) **Collection.** The process whereby commercial solid waste is removed from the location where it is generated and transported to a County Designated Disposal Facility.

(e) **Commercial Solid Waste.** Garbage, Bulky Waste, Trash, or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at commercial businesses including, but not limited to, stores, offices, restaurants, and warehouses, governmental and institutional office

buildings, agricultural operations, industrial and manufacturing facilities, hotels, motels, condominiums, apartments, and other buildings and parcels of property that have more than four (4) Residential Units under one roof, and other sites that do not generate Residential Solid Waste. Commercial Solid Waste shall not include any material that is Special Waste or Recovered Materials.

(f) **Commercial Solid Waste Collection Service.** The collection, disposal and recycling of waste generated by a commercial property which is provided by the Contractor for a fee.

(g) **Construction and Demolition Debris (C&D).** Materials generally considered to be non-water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber from the construction or destruction of a structure as part of a construction or demolition project. Combining waste other than C&D with C&D will cause it to be classified as other than C&D.

(h) **Container.** Any open top or compactor roll-off box that is used to collect Commercial Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically or manually dumped into a loader-packer type truck.

(i) **Contract Administrator.** The County's Environmental Services Director or his/her designee with the authority to administer and monitor the provision of services set forth under this Agreement.

(j) **Contractor.** That person or entity serving as an independent contractor, including its employees, servants, partners, principals and agents that has obtained from the County a franchise to provide the services set forth in this Agreement.

(k) **County.** This term shall mean Seminole County, a political subdivision of the State of Florida.

(l) **Customer.** A Person in unincorporated Seminole County that obtains Commercial Solid Waste Collection Service from the Contractor.

(m) **Designated Disposal Facility.** The management facility designated by the County for receiving Commercial Solid Waste in accordance with this Agreement.

(n) **Garbage.** All putrescible waste, including but not limited to, kitchen and table food waste, animal, vegetative food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that falls within the definition of Special Waste.

(o) **Garbage Cart.** Any commonly available Solid Waste receptacle made of light gauge steel, plastic, or other non-absorbent material which is closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and has a capacity of at least 64 gallons.

(p) **Hazardous Waste.** Solid Waste that is regulated by the State of Florida, Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, State, or Federal law.

(q) **Industrial Solid Waste.** Solid Waste generated by manufacturing or industrial processes that is not a Hazardous Waste. Industrial Solid waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products

or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

(r) **Person.** A person, natural or artificial, including but not limited to, an individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.

(s) **Recovered Materials.** Materials, including but not limited to metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.

(t) **Recyclable Material.** Materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

(u) **Residential Solid Waste.** Solid Waste originating from residential property occupied by four (4) or fewer Residential Units under one roof per parcel of land.

(v) **Residential Unit.** A structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

(w) **Service Area.** The unincorporated area of the County, as set forth in Exhibit "A," attached hereto and incorporated herein, for which the Contractor has an executed Agreement to provide Services.

(x) **Source Separated.** Recovered Materials which are separated from solid waste where the recovered materials and Solid Waste are generated. The separation of various types of recovered materials from each other is not required and de minimus solid waste, in accordance with industry standards and practices, may be included in the recovered materials. Materials are not considered Source Separated when such materials contain more than ten percent (10%) solid waste by volume or weight.

(y) **Special Waste.** Those wastes that require extraordinary management, including, but not limited to, automobiles or automobile parts, boat or boat parts, internal combustion engines, non-automobile tires, used oil, paint, sludge, dead animals, agricultural and Industrial Solid Waste, septic tank pumping, Biomedical Waste, biohazardous waste, liquid waste, waste tires, lead acid batteries, C&D, ash residue, Yard Waste and Hazardous Waste.

(z) **Trash.** Accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment, and utensils. Trash does not include Garbage or Yard Waste.

(aa) **Uncontrollable Forces.** Any event which results in the prevention or delay of performance by a party of its obligation under this Agreement which is beyond the reasonable control of the non-performing party. It includes, but is not limited to, fire, flood,

hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance and sabotage.

(bb) **Yard Waste.** All accumulations of vegetative matter from yard and landscaping maintenance such as but not limited to, leaves, grass or shrubbery cuttings and other refuse attendant to the care of lawns, shrubbery, vines, trees and tree limbs.

Section 2. Term. The term of this Agreement shall commence on October 1, 2009, and shall run through September 30, 2010, the date of signature by the parties notwithstanding, and shall be renewed thereafter at the County's option for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2023.

Section 3. Commencement of Services. The services provided by the Contractor under this Agreement shall commence effective October 1, 2009.

Section 4. Services Provided by the Contractor. The Contractor is hereby granted a non-exclusive franchise to provide Commercial Solid Waste Collection Services as defined in this Agreement to the Service Area as described in Exhibit "A".

(a) Commercial Solid Waste Collection Services. The Contractor shall provide Commercial Collection Services in the Service Area in a manner ensuring that a public nuisance shall not be created and the public health, safety and welfare shall be protected. The Contractor may, at its discretion, offer services to the Customer beyond the description of services and the scope of this Agreement in the Service Area.

(1) Commercial Solid Waste Collection Service shall be scheduled for a minimum of once a week between the hours of 6:00 a.m. and 8:00 p.m. The hours of collection may be extended due to extraordinary circumstances or conditions with prior consent from the Contract Administrator. Solid waste generated or produced in unincorporated Seminole County shall be transported to and disposed of at a County Designated Disposal Facility as set forth in Exhibit "B," attached hereto and incorporated herein.

(2) Subject to other provisions of this Agreement, the size and number of the Containers or Garbage Carts and the frequency of Collection provided by the Contractor shall be determined by the Customer and the Contractor. The Contractor shall ensure that the size and number of the Containers or Garbage Carts and the frequency of the Collection service are sufficient so that commercial solid waste is not placed or stored outside the Containers or Carts.

(3) The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, the Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of solid waste or the Customer requests the use of Garbage Carts. Containers or Garbage Carts used for Recycling Collection shall be clearly labeled for identification, education and enforcement purposes. The Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator determines that such action is necessary for compliance with this Agreement or to protect the public health, safety, or welfare.

(4) The Contractor shall thoroughly empty all Containers or Garbage Carts. The Contractor shall not combine solid waste with Yard Waste or Recyclable Material.

(b) Commercial Recycling Collection Services.

(1) The Contractor shall exercise best efforts to provide recycling services to its Customers, except those Customers who currently receive recycling services from another franchisee, a County Non-Exclusive Franchise Agreement, or a holder of a County Certificate of Public Convenience and Necessity.

(2) Recyclables delivered to the Seminole County Central Transfer Station must be collected in two (2) streams: (1) a fiber stream consisting of newspaper, magazines, and catalogs; and (2) a commingled container stream consisting of plastic bottles, Numbers 1 through 7, clear, green, and brown glass bottles and jars, aluminum and steel cans to be consistent with the County's transfer and processing of recyclables.

(3) The parties recognize that the Contract Administrator may add or delete items or components deemed to constitute Recyclable Material to the County's Recycling Program. The Contractor shall not combine Recyclable Material with solid waste or Yard Waste.

(c) Commercial Yard Waste Collection Services. The Contractor shall collect Yard Waste separately from other types of Commercial Solid Waste.

Section 5. Other Waste Services. The Contractor shall not be required to collect and dispose of Biohazardous Waste, Biological Waste, Biomedical Waste, Hazardous Waste or Special Waste (except Yard Waste); however, the Contractor may offer these Services in its Service Area.

Collection and disposal of the wastes identified in this section are not regulated under this Agreement. If these services are provided by the Contractor they shall be in strict compliance with all Federal, State, local laws and regulations.

Section 6. Contractor's Rates, Billing Collection and Method of Collection.

(a) The Contractor shall be solely responsible for the billing and collection of Commercial Solid Waste Collection Service rates to the customer. Services shall be solely billed and collected by the Contractor at a rate to be agreed upon between the Contractor and the Customer.

(b) The Contractor may, at the Contractor's discretion, terminate any Services for Customers failing to pay for Services.

Section 7. Fees.

(a) Franchise. The Contractor shall pay the County the franchise fee, if any, in effect at the time of collection for all commercial solid waste collected in the Service Area. The monthly payment shall be based on the Commercial Solid Waste Collection Service provided by the Contractor during the preceding month. The monthly Franchise Fee payment shall be delivered to the Contract Administrator no later than twenty (20) days after the end of the month when the Contractor's service was provided.

(b) Tipping. Subject to the provisions herein, the Contractor shall pay to the County the tipping fee, if any, in effect at the time of disposal, for each ton of Commercial Solid Waste delivered by the Contractor to the Designated Facility.

Section 8. Certification and Renewal Fees. The Contractor shall initially and annually submit a Seminole County Non-Exclusive Franchise Holder Application/Annual Renewal and Update Form, attached hereto and incorporated herein as Exhibit "C," for the collection of commercial solid waste. Said form shall be submitted annually or on or before September 30th following the execution of the Agreement. The County may, by duly adopted resolution, amend the application and vehicle fees.

Section 9. Default and Termination of Agreement.

(a) The County may terminate this Agreement by giving the Contractor thirty (30) days written notice upon the occurrence of any of the following:

(1) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the County pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or material, and said default is not cured within thirty (30) days of receipt of written notice by the Contractor of the County's written notice to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from the Contract Administrator to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty (30)

days and [b] that it is proceeding with diligence to cure said default and such default will be cured within a reasonable period of time).

(2) Contractor shall take the benefit of any present or future insolvency statute or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver trustee or liquidator of all or substantially all of its assets; or

(3) By order or decree of a Court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect, unless such stayed judgment or order is reinstated in which case said default shall be deemed immediate; or

(4) By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the assets of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or

(b) Conditions beyond the control of the Contractor are not conditions of default including riots, acts of God, war, governmental laws, regulations or restrictions.

Section 10. Designated Disposal Facilities Calculation. In any year during the Agreement, if the Contractor collects or receives commercial solid waste generated or produced in the Service Area, but the Contractor fails to deliver the commercial solid waste to the Designated Disposal Facility, as required herein, the Contractor shall: (a) pay the County for the shortfall in tonnage; or (b) demonstrate that the shortfall in tonnage resulted from changes to the Contractor's business in the Service Area. The following formula shall be used to calculate the amount to be paid the County:

$$2 \times (TT-AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of commercial solid waste that should have been delivered to the Designated Facility during the year, (AD) is the amount of commercial solid waste that the Contractor delivered to the Designated Disposal Facility during the year, (TF) is the average tipping fee that the County charged during the year for the disposal of Solid Waste at the Designated Disposal Facility, and (AO) is the amount due the Contractor to the County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for solid waste in effect at the Designated Disposal Facility on the first day of each month during the preceding calendar year; (b) adding these twelve (12) monthly values; and (c) dividing by twelve (12). The amount owed the County shall be two (2) times the value of the waste delivery shortfall calculation.

Section 11. Collection Equipment.

(a) The Contractor shall provide at all times and in good working condition collection equipment, meeting industry standards, sufficient to permit the Contractor to efficiently and safely perform the Services specified herein. Upon execution of this Agreement and annually thereafter, the Contractor shall provide to County and maintain a list of the equipment assigned by the Contractor to provide Services under this Agreement. The list shall include the year, make, model, vehicle type, license tag number and fleet identification number for each vehicle. All trucks and auxiliary equipment will be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids and hydraulic fluids into the environment. The collection equipment list shall include all Containers and Garbage Carts used in the Service Area, listing the type and size of container and the identification number (if any) for each Container or Garbage Cart.

(b) The Contractor shall have equipment available to ensure that the Contractor can adequately and efficiently perform the duties specified in this Agreement at all times. The Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

(c) Equipment Markings. Equipment is to be maintained in a safe working condition and shall prominently display the name and telephone number of the Contractor and vehicle number on each side of all collection vehicles in letters of not less than twelve (12) inches in

size. The rear of the vehicle shall display signs warning the public of frequent stops. All vehicles shall be numbered and a record kept of each vehicle to which each number is assigned. The Contractor shall affix on the Contractor's trucks non-transferable decals issued by the County. These decals shall identify the Contractor as a County franchise with the right to provide Commercial Solid Waste Collection Service in unincorporated Seminole County. The decals shall be re-issued annually on or about September 30th to the Contractor upon renewal of the Agreement.

Section 12. Office.

(a) The Contractor shall maintain, at its expense, an office within the geographic area of Seminole County where service inquiries and complaints can be received or, in the alternative, a toll-free telephone access for Customers residing within the Service Area. The Contractor's office shall be equipped with sufficient telephones and shall have responsible persons on duty during operating hours and shall be open during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. The Contractor shall provide either a telephone answering service or mechanical device to receive service inquiries and complaints during all times when telephones are not answered by Contractor employees.

(b) Emergency Contact. The Contractor shall provide the Contract Administrator with the name and telephone number of an emergency contact person who can be reached outside of the required office hours. The contact person must have the ability to authorize Contractor operations in case of County direction in situations requiring immediate attention.

(c) Designation of Agent. The Contractor shall designate in writing to the Contract Administrator annually, on or before September 30th, the person to serve as liaison between the Contractor and the Contract Administrator. The Contractor shall notify the Contract Administrator of any changes in contact personnel related to collection.

Section 13. Permits and Licenses. The Contractor shall obtain, at its expense, all permits and licenses required by law or rule and maintain the permits and licenses in full force and effect throughout the Agreement.

Section 14. Manner of Collection. The Contractor shall perform collection services with as little disturbance as reasonably possible and without obstructing roadways, driveways, sidewalks or mailboxes. The Contractor shall handle Containers and Garbage Carts with reasonable care and return them standing upright with covers in place to the approximate location from which they were collected.

Section 15. Personnel of the Contractor.

(a) The Contractor shall employ competent and qualified personnel and provide operating and safety training to ensure performance of obligations and duties as set forth herein. The Contractor's collection personnel shall not use obscene or other offensive language or gestures and shall treat the public, County staff, and Customers in a polite and courteous manner.

(b) Applicable Laws. The Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all Federal, State and local requirements related to their employment and position.

(c) Drivers. Each driver of any collection vehicle shall at all times carry a valid Florida commercial driver's license and all other required licenses and endorsements for the type of vehicle that is being operated.

(d) Prudent Procedures. Contractors shall use pedestrian walkways while on private property. No trespassing or crossing property to a neighbor's premises is permitted unless residents or owners of both such properties have given prior written permission. Care shall be taken to prevent damage to containers by unnecessary rough treatment and to property including flowers, shrubs and other plantings.

(e) All of the Contractor's collection personnel shall wear appropriate clothing, including a shirt bearing the Contractor's name, at all times during the performance of collection Services.

Section 16. Ownership and Maintenance of Containers. The Contractor shall provide Containers or Garbage Carts to a Customer. At its option, however, the Customer may use its own compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by the Contractor must be in good condition and properly maintained. Each Container provided by the Contractor shall be labeled on two (2) sides with the Contractor's name and telephone number in letters and numbers that are plainly visible and at least twelve (12) inches in size. Containers or Carts used for Recycling or Yard Waste Collection shall be clearly labeled for identification, education and enforcement purposes.

Any Container or Garbage Cart damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) business days, at

no cost to the Customer. The replacement must be similar to the original in style, material, quality and capacity.

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

$100 first incident

$250 second incident

$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

$100 first incident

$250 second incident

$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.

(c) Truck Signage. Contractor shall, at all times, display a decal provided by the COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

Section 18. Insurance.

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

(1) The Contractor shall furnish the Contract Administrator with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employers' Liability, Commercial General Liability and Business Automobile). The County, its officials, officers and employees shall be additional insureds. The Certificate of Insurance shall provide that the County shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the Contractor, the Contractor shall provide the County with a renewal or replacement Certificate of Insurance not less than (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement; provided further, that in lieu of the statement on the Certificate, the

Contractor shall, at the option of the County, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the County, the Contractor shall, within thirty (30) days after receipt of the request, provide the County with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the County nor failure to disapprove the insurance furnished by a Contractor shall relieve the Contractor of the Contractor's full responsibility for liability, damages and accidents.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies, other than Workers' Compensation, must be authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

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

by companies who are members of the Florida Joint Underwriting Association in lieu of the Best's Rating.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes or 3) fail to maintain the Best's Rating and Financial Size Category, the Contractor shall, as soon as the Contractor has knowledge of any such circumstance, immediately notify the County and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the Contractor has replaced the unacceptable insurer with an insurer acceptable to the County the Contractor shall be deemed to be in material default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by the Contractor and shall be maintained in force until the Agreement termination date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employers' Liability.

(A) The Contractor's insurance shall cover the Contractor and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard

Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

LIMITS	
$500,000.00	(Each Accident)
$500,000.00	(Disease Each Employee)
$500,000.00	(Disease Policy Limit)

(2) Commercial General Liability.

(A) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The Contractor shall maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by the Contractor (inclusive of any

amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount specified for each project:

	LIMITS
General Aggregate	$1,000,000.00
Personal Injury & Advertising Limit	$1,000,000.00
General Liability Per Occurrence Bodily Injury & Property Damage	$1,000,000.00

(3) Business Automobile Liability.

(A) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the Contractor shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the Contractor shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Automobile Liability shall be:

	LIMITS
Bodily Injury and Property Damage Liability Combined Per Occurrence	$ 1,000,000.00

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

(e) Occurrence Basis. The Workers' Compensation Policy, Commercial General Liability and the Business Auto Policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

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

Section 19. Indemnification.

(a) The Contractor shall indemnify and save harmless the County, its Commissioners, officers, agents and employees from and against any claim, demand or cause of action of whatsoever kind or nature allegedly arising out of or related to the performance of Services under this Agreement by the Contractor, its officers, agents, subcontractors or employees or any like person or entity in the performance of Services under this Agreement.

(b) The Contractor shall require all subcontractors, if subcontractors are approved by the County, to enter an Agreement containing the provisions set forth in the preceding subsection in which Agreement the subcontractors shall fully indemnify the County in accordance with this Agreement.

(c) Nothing in this Agreement shall be construed to make a subcontractor of the Contractor an agent, officer or employee of the County.

(d) Each parent company, subsidiary or joint venturor of the Contractor shall by execution of this Agreement by Contractor or its agent be deemed to have fully warranted, guaranteed and indemnified the County under the terms and conditions of this Agreement.

Section 20. Filing of Requested Information and Documents.

(a) The Contractor shall file monthly, with the County (on or before the 20th day of the following month) in the format attached hereto and incorporated herein as Exhibit "D," a written report identifying the types and amounts of waste collected and the amount of the Franchise Fee, if any, due the County for the Commercial Solid Waste Collection Services provided by the Contractor during the preceding month. This report shall be delivered to the Contract Administrator along with the Franchise Fee payment due, if any. Should the Contractor subsequently discover an error in a report submitted to the Contract Administrator, the Contractor shall submit a revised report and pay the additional Franchise Fee, if any, within ten (10) days after discovery of said error.

(b) The Contractor shall maintain books and records of the information included in all reports submitted pertaining to the services

provided hereunder, such books and records shall be available for inspection and audit by the County at all reasonable times. The monthly reports shall be designed to assist the County in meeting any local, State or Federal reporting requirements.

(c) The Contractor shall file with the Contract Administrator all documents and reports required by this Agreement. During the month of September for each year this Agreement is in effect, the Contractor shall certify to the Contract Administrator that all required documents such as, but not limited to, certificates of insurance, audits, compilations, and list of collection equipment are current and on file with the County.

Section 21. Records. The Contractor shall allow the County, or its authorized agent, access to the Contractor's records as are related to all Services provided under this Agreement. Such records shall be available at the Contractor's place of business at all reasonable times during the Agreement and for three (3) years from the date of expiration of this Agreement for inspection by the County or other authorized County representative.

Section 22. Notice.

Whenever either party desires to give notice unto the other, notice shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows to:

For County:

Director
Department of Environmental Services
1101 East First Street
Sanford, Florida 32771

For Contractor:

Charles Merkley, Designated Agent
Advanced Disposal Services Central Florida, LLC
405 Thorpe Road
Orlando, Florida 32859

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

Section 23. Employee Status. Persons employed by the Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County.

Section 24. Conflict of Interest. Contractor agrees that it will not contract for or accept employment for the performance of any work or Services with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the County.

Section 25. Right to Require Performance. The failure of either party at any time to require performance by the other party of any provisions of this Agreement shall in no way affect the right of either party thereafter to enforce the provisions of this Agreement. Nor shall waiver by either party of any breach of any provisions of this Agreement be taken or held to be a waiver of any succeeding breach of those provisions or as a waiver of any provision itself.

Section 26. Title to Waste.

(a) The County shall, at all times, hold title and ownership to all solid waste and all other material collected by the Contractor

pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific prior written authorization from the Contract Administrator. All responsibilities for the safe and proper transportation of the materials to the County Designated Disposal Facility shall be with the Contractor.

(b) Notwithstanding the above, the Contractor may take, keep, process, alter, and sell Source Separated Recyclable Material that is collected by the Contractor in the Service Area in accordance with this Agreement; provided, however, that the Recyclable Material is recycled and the amount of such Recyclable Materials is reported to the Contractor Administrator as described in Exhibit "D," and excluding any material destined for any use that constitutes disposal. Materials not recycled, including any materials remaining after Recyclable Materials are removed from a load of Source Separated Recyclable Material shall be delivered by Contractor to a Designated Facility.

Section 27. Law to Govern. This Agreement shall be governed by the laws of the State of Florida. Venue for all civil actions shall be in Seminole County, Florida and Federal actions shall be in the Middle District of Florida.

Section 28. Compliance with Laws. The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

Section 29. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, through not expressly prohibited, or against public policy or shall for any reason whatsoever, be held invalid then such covenants or

provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement and shall in no way affect the validity of the remaining covenants or provisions of this Agreement. Any term, condition, covenant or obligation herein which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 30. Assignment and Subcontracting. No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the County. Assignments within the Contractor's corporate entities or among the Contractor's corporate subsidiaries shall not be unreasonably withheld by the County. The County shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the County shall be void and shall be grounds for the County to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor and upon the date of such notice this Agreement shall be deemed immediately terminated and upon such termination all liability of the County under this Agreement to the Contractor shall cease. In the event of any assignment, the assignee shall fully assume all the liabilities of the Contractor and the assignor shall remain as co-obligor with the assignee as to all liability and obligations under this Agreement.

Section 31. Waste Deliveries. Contractor shall deliver all Residential Solid Waste collected within the unincorporated and

incorporated areas of Seminole County to a Designated Disposal Facility and pay the appropriate disposal fees. Contractor shall deliver, unless precluded by an agreement currently in effect, all Commercial Solid Waste collected within the geographical boundaries of Seminole County to a Designated Disposal Facility and pay the appropriate disposal fees. Failure to comply with this Section shall be cause for termination of this Agreement.

Section 32. Modifications. This Agreement constitutes the entire contract and understanding between the parties and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties. Notwithstanding the above, the County shall have the unilateral right to make changes in this Agreement as the result of changes in law or ordinances and to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the scope and methods of providing Services as shall from time to time be necessary and desirable for the public welfare. The Contract Administrator shall give the Contractor reasonable notice of any proposed change by the County and an opportunity to be heard concerning those matters. The scope and method of providing Services as referenced in this Agreement shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor reasonably necessary to protect the public safety, health and welfare of the residents of Seminole County. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The County and the Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order

to implement changes in the interest of the public welfare or due to changes in law which changes the scope of services. When such modifications are made to this Agreement, the County and the Contractor shall negotiate in good faith, other obligations required of the Contractor due to any modification in the Agreement under this Section.

Section 33. Independence of Agreement. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all Services performed under this Agreement.

Section 34. Third-Party Beneficiaries. No provision of this Agreement is intended to create nor shall create any third-party beneficiaries hereunder, nor authorize any person not a party hereunder to maintain an action pursuant to the Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first above written.

ATTEST:

CHRISTIAN MILLS, Secretary

(CORPORATE SEAL)

ADVANCED DISPOSAL SERVICES
CENTRAL FLORIDA, LLC

By: _____
CHARLES C. APPLEBY, CEO

Date: 8/31/09

STATE OF FLORIDA)
COUNTY OF Duval)

I HEREBY CERTIFY that, on this 31st day of August, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CHARLES C. APPLEBY and CHRISTIAN MILLS, as CEO and Secretary respectively, of ADVANCED DISPOSAL SERVICES CENTRAL FLORIDA, LLC, who are personally known to me or who have produced Personally Known 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.

LINDA F. ATKINSON
Notary Public - State of Florida
My Commission Expires Jan 30, 2010
Commission # DD 477171
Bonded By National Notary Assn.

Print Name LINDA F. ATKINSON
Notary Public in and for the County and State Aforementioned
My commission expires: 1-30-2010

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

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

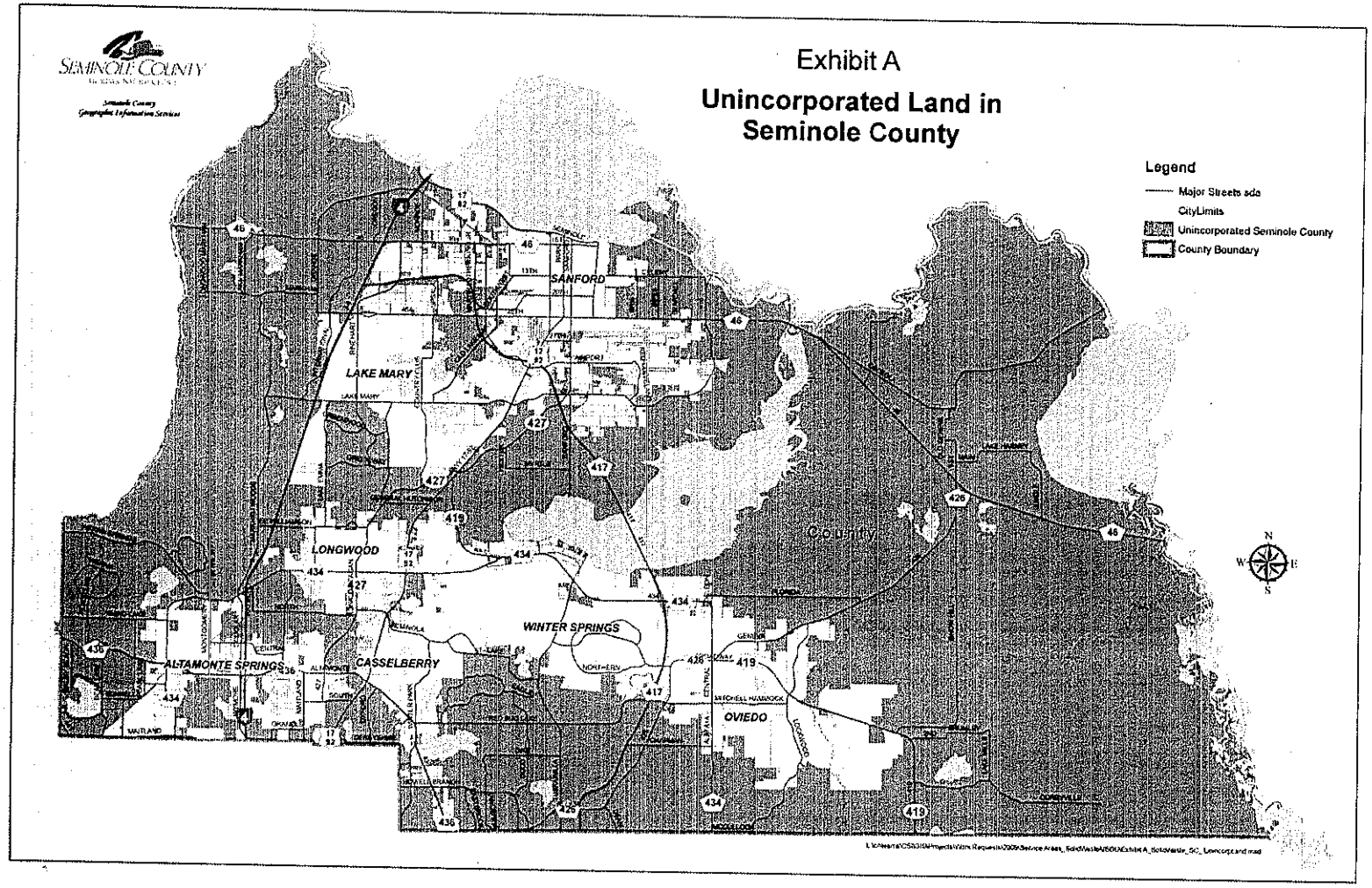
As authorized for execution by the Board of County Commissioners at its _____, 200__, regular meeting.

_____
County Attorney

SED/dre
08/19/09
4 Attachments:
Exhibit "A" - Map of Franchise Area
Exhibit "B" - County Designated Disposal Facility
Exhibit "C" - Application/Annual Renewal and Update Form
Exhibit "D" - Monthly Report

P:\USERS\LKENNEDY\MY DOCUMENTS\ENVIRONMENTAL SERVICES\COMMERCIAL TRASH AGT 09 ADVANCED DISPOSAL.DOC

EXHIBIT "A"
Service Area



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

"Exhibit B"

Seminole County Non-Exclusive Commercial Franchise Holder

Designated Facilities

Designated Facilities under the terms of this Agreement shall be:

1) The Osceola Road Landfill located at 1930 East Osceola Road, Geneva, and
2) The Central Transfer Station located at 1950 State Road 419,Longwood

The Seminole County Landfill accepts solid waste, yard waste, construction and demolition debris, tires and white goods.

The Central Transfer Station accepts solid waste, yard waste, and recyclables.

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

ADVANCED Disposal Services Central FL LLC
Contractor

9
Year of Service

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

Date: 9/8/09
Company Name: ADVANCED Disposal Services Central Florida LLC
Company Address: 405 Thorpe Road
City, State, and Zip Code: Orlando, FL 32824
Local Telephone Number: 407-251-9600 FAX: 251-9200 (407)
Designated Agent: Name: Charles Merkeley
Email Address: cmerkeley@advanceddisposal.com

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

1. ☑ Completed, Signed, and Notarized Form - **Exhibit "C"**
2. ☑ **Vehicle Identification List** –Include the following information for each truck: *(Year, Make, Model, Vehicle Type, License Tag Number, Fleet ID Number, and Vehicle ID Number)*
3. ☑ **Container Identification List** – Include the following information for each container: *(Type, Size, and Identification Number)*
4. ☑ **Estimated Deliveries List**
5. ☑ **Certificates of Insurance**

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

6. ☑ **Application Fee** ($100.00)
7. ☑ **Per Vehicle Fee**– ($20.00 per vehicle) Decals will be issued for each vehicle.
   (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

Statement of Certification:

I certify that ADVANCED Disposal Services Central Florida LLC will abide by the terms and conditions of the Agreement.

Christian Mills, VP- General Counsel
Designated Agent Print Name

Designated Agent Signature Date

State of Fl

County of Duval

Acknowledged this 11 day of Sept (month), 2009.

Notary Seal

LINDA F. ATKINSON
Notary Public - State of Florida
My Commission Expires Jan 30, 2010
Commission # DD 477171
Bonded By National Notary Assn.

Linda F Atkinson
Signature of Notary Public, State of Florida

☑ Personally Known to Me
☐ Produced Identification
Type of Identification

"Exhibit D"

Seminole County Non-Exclusive Commercial Franchise Holder

Monthly Report

_____

Contractor

_____

Month/Year of Service

Include the following customer data on a Microsoft Excel spreadsheet Version 97 or newer:

Type of Container (*front end, roll off, compactor, cart, etc.*)

Account Type (*solid waste or recycling*)

Capacity of Containers

Frequency of Collection

Pickup Schedule (collection days)

Tons of Commercial Solid Waste Delivered to the Designated Facility: _____

Tons of Commercial Solid Waste Delivered to Non-Designated Facility: _____

Name and Address of Non-Designated Facility: _____

Tons (by type) of Recovered Materials Delivered to a County Designated Disposal Facility: _____

Tons (by type) of Recovered Materials Delivered to a Facility other than a County Designated Facility:

_____

Name and Address of Non-Designated Facility: _____

Estimated deliveries of Commercial Solid Waste to Seminole County Facilities from Seminole County, municipalities, and surrounding areas:

Area Serviced	***Estimated Tons (or)***	***Estimated % of Deliveries***
Altamonte Springs		
Casselberry		
Lake Mary		
Longwood		
Oviedo		
Sanford		
Winter Springs		
Unincorporated Seminole County		
Other		

(This information may be compared to reports supplied by the municipalities.)

I certify that the information contained herein is accurate, correct, and complete, and the fees due are paid in full for the preceding calendar month:

_____

Printed Name of Company Representative

_____ _____

Signature of Company Representative Date

Pursuant to the Seminole County Commercial Solid Waste Franchise Agreement, the Monthly Reports shall be delivered to the Contract Administrator no later than 20 days after the end of the month when the Contractor's service was provided.

NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE

THIS AGREEMENT made and entered into this ____ day of _____, 2009, between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "County", and **CONTAINER RENTAL COMPANY, INC.**, a Florida corporation, whose address is 2715 Staten Road, Orlando, Florida 32804, hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, Contractor collects and transports commercial solid waste generated in areas of unincorporated Seminole County; and

WHEREAS, the County desires to ensure that such activities are performed by a competent and qualified Contractor in accordance with applicable Federal, State, and local laws and consistent with the public interest; and

WHEREAS, Contractor is competent and qualified to provide commercial solid waste collection services and desires to provide its collection and transporting services within unincorporated Seminole County according to the terms and conditions stated herein,

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Definitions. To the extent the definitions contained herein conflict with similar definitions contained in any Federal, State or local law, the definitions herein shall prevail. However, nothing

contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to Federal, State or local law. The following terms are defined as follows:

(a) **Agreement.** This Non-Exclusive Franchise Agreement and all written amendments to it.

(b) **Biomedical Waste.** Any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and other materials which in the opinion of the Department of Health represents a significant risk of infection to persons outside the generating facility.

(c) **Bulky Waste.** Any non-vegetative tangible item such as furniture, grills, lawn equipment, furnaces, bicycles (excluding motorized vehicles and motors such as but not limited to cars, trucks, motorcycles and boat motors) or similar items not having a useful purpose to the owner or abandoned by the owner whose large size or weight precludes disposal by normal methods.

(d) **Collection.** The process whereby commercial solid waste is removed from the location where it is generated and transported to a County Designated Disposal Facility.

(e) **Commercial Solid Waste.** Garbage, Bulky Waste, Trash, or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at commercial businesses including, but not limited to, stores, offices, restaurants, and warehouses, governmental and institutional office

buildings, agricultural operations, industrial and manufacturing facilities, hotels, motels, condominiums, apartments, and other buildings and parcels of property that have more than four (4) Residential Units under one roof, and other sites that do not generate Residential Solid Waste. Commercial Solid Waste shall not include any material that is Special Waste or Recovered Materials.

(f) **Commercial Solid Waste Collection Service.** The collection, disposal and recycling of waste generated by a commercial property which is provided by the Contractor for a fee.

(g) **Construction and Demolition Debris (C&D).** Materials generally considered to be non-water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber from the construction or destruction of a structure as part of a construction or demolition project. Combining waste other than C&D with C&D will cause it to be classified as other than C&D.

(h) **Container.** Any open top or compactor roll-off box that is used to collect Commercial Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically or manually dumped into a loader-packer type truck.

(i) **Contract Administrator.** The County's Environmental Services Director or his/her designee with the authority to administer and monitor the provision of services set forth under this Agreement.

(j) **Contractor.** That person or entity serving as an independent contractor, including its employees, servants, partners, principals and agents that has obtained from the County a franchise to provide the services set forth in this Agreement.

(k) **County.** This term shall mean Seminole County, a political subdivision of the State of Florida.

(l) **Customer.** A Person in unincorporated Seminole County that obtains Commercial Solid Waste Collection Service from the Contractor.

(m) **Designated Disposal Facility.** The management facility designated by the County for receiving Commercial Solid Waste in accordance with this Agreement.

(n) **Garbage.** All putrescible waste, including but not limited to, kitchen and table food waste, animal, vegetative food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that falls within the definition of Special Waste.

(o) **Garbage Cart.** Any commonly available Solid Waste receptacle made of light gauge steel, plastic, or other non-absorbent material which is closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and has a capacity of at least 64 gallons.

(p) **Hazardous Waste.** Solid Waste that is regulated by the State of Florida, Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, State, or Federal law.

(q) **Industrial Solid Waste.** Solid Waste generated by manufacturing or industrial processes that is not a Hazardous Waste. Industrial Solid waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products

or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

(r) **Person.** A person, natural or artificial, including but not limited to, an individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.

(s) **Recovered Materials.** Materials, including but not limited to metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.

(t) **Recyclable Material.** Materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

(u) **Residential Solid Waste.** Solid Waste originating from residential property occupied by four (4) or fewer Residential Units under one roof per parcel of land.

(v) **Residential Unit.** A structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

(w) **Service Area.** The unincorporated area of the County, as set forth in Exhibit "A," attached hereto and incorporated herein, for which the Contractor has an executed Agreement to provide Services.

(x) **Source Separated.** Recovered Materials which are separated from solid waste where the recovered materials and Solid Waste are generated. The separation of various types of recovered materials from each other is not required and de minimus solid waste, in accordance with industry standards and practices, may be included in the recovered materials. Materials are not considered Source Separated when such materials contain more than ten percent (10%) solid waste by volume or weight.

(y) **Special Waste.** Those wastes that require extraordinary management, including, but not limited to, automobiles or automobile parts, boat or boat parts, internal combustion engines, non-automobile tires, used oil, paint, sludge, dead animals, agricultural and Industrial Solid Waste, septic tank pumping, Biomedical Waste, biohazardous waste, liquid waste, waste tires, lead acid batteries, C&D, ash residue, Yard Waste and Hazardous Waste.

(z) **Trash.** Accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment, and utensils. Trash does not include Garbage or Yard Waste.

(aa) **Uncontrollable Forces.** Any event which results in the prevention or delay of performance by a party of its obligation under this Agreement which is beyond the reasonable control of the non-performing party. It includes, but is not limited to, fire, flood,

hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance and sabotage.

(bb) **Yard Waste.** All accumulations of vegetative matter from yard and landscaping maintenance such as but not limited to, leaves, grass or shrubbery cuttings and other refuse attendant to the care of lawns, shrubbery, vines, trees and tree limbs.

Section 2. Term. The term of this Agreement shall commence on October 1, 2009, and shall run through September 30, 2010, the date of signature by the parties notwithstanding, and shall be renewed thereafter at the County's option for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2023.

Section 3. Commencement of Services. The services provided by the Contractor under this Agreement shall commence effective October 1, 2009.

Section 4. Services Provided by the Contractor. The Contractor is hereby granted a non-exclusive franchise to provide Commercial Solid Waste Collection Services as defined in this Agreement to the Service Area as described in Exhibit "A".

(a) Commercial Solid Waste Collection Services. The Contractor shall provide Commercial Collection Services in the Service Area in a manner ensuring that a public nuisance shall not be created and the public health, safety and welfare shall be protected. The Contractor may, at its discretion, offer services to the Customer beyond the description of services and the scope of this Agreement in the Service Area.

(1) Commercial Solid Waste Collection Service shall be scheduled for a minimum of once a week between the hours of 6:00 a.m. and 8:00 p.m. The hours of collection may be extended due to extraordinary circumstances or conditions with prior consent from the Contract Administrator. Solid waste generated or produced in unincorporated Seminole County shall be transported to and disposed of at a County Designated Disposal Facility as set forth in Exhibit "B," attached hereto and incorporated herein.

(2) Subject to other provisions of this Agreement, the size and number of the Containers or Garbage Carts and the frequency of Collection provided by the Contractor shall be determined by the Customer and the Contractor. The Contractor shall ensure that the size and number of the Containers or Garbage Carts and the frequency of the Collection service are sufficient so that commercial solid waste is not placed or stored outside the Containers or Carts.

(3) The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, the Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of solid waste or the Customer requests the use of Garbage Carts. Containers or Garbage Carts used for Recycling Collection shall be clearly labeled for identification, education and enforcement purposes. The Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator determines that such action is necessary for compliance with this Agreement or to protect the public health, safety, or welfare.

(4) The Contractor shall thoroughly empty all Containers or Garbage Carts. The Contractor shall not combine solid waste with Yard Waste or Recyclable Material.

(b) Commercial Recycling Collection Services.

(1) The Contractor shall exercise best efforts to provide recycling services to its Customers, except those Customers who currently receive recycling services from another franchisee, a County Non-Exclusive Franchise Agreement, or a holder of a County Certificate of Public Convenience and Necessity.

(2) Recyclables delivered to the Seminole County Central Transfer Station must be collected in two (2) streams: (1) a fiber stream consisting of newspaper, magazines, and catalogs; and (2) a commingled container stream consisting of plastic bottles, Numbers 1 through 7, clear, green, and brown glass bottles and jars, aluminum and steel cans to be consistent with the County's transfer and processing of recyclables.

(3) The parties recognize that the Contract Administrator may add or delete items or components deemed to constitute Recyclable Material to the County's Recycling Program. The Contractor shall not combine Recyclable Material with solid waste or Yard Waste.

(c) Commercial Yard Waste Collection Services. The Contractor shall collect Yard Waste separately from other types of Commercial Solid Waste.

Section 5. Other Waste Services. The Contractor shall not be required to collect and dispose of Biohazardous Waste, Biological Waste, Biomedical Waste, Hazardous Waste or Special Waste (except Yard Waste); however, the Contractor may offer these Services in its Service Area.

Collection and disposal of the wastes identified in this section are not regulated under this Agreement. If these services are provided by the Contractor they shall be in strict compliance with all Federal, State, local laws and regulations.

Section 6. Contractor's Rates, Billing Collection and Method of Collection.

(a) The Contractor shall be solely responsible for the billing and collection of Commercial Solid Waste Collection Service rates to the customer. Services shall be solely billed and collected by the Contractor at a rate to be agreed upon between the Contractor and the Customer.

(b) The Contractor may, at the Contractor's discretion, terminate any Services for Customers failing to pay for Services.

Section 7. Fees.

(a) Franchise. The Contractor shall pay the County the franchise fee, if any, in effect at the time of collection for all commercial solid waste collected in the Service Area. The monthly payment shall be based on the Commercial Solid Waste Collection Service provided by the Contractor during the preceding month. The monthly Franchise Fee payment shall be delivered to the Contract Administrator no later than twenty (20) days after the end of the month when the Contractor's service was provided.

(b) Tipping. Subject to the provisions herein, the Contractor shall pay to the County the tipping fee, if any, in effect at the time of disposal, for each ton of Commercial Solid Waste delivered by the Contractor to the Designated Facility.

Section 8. Certification and Renewal Fees. The Contractor shall initially and annually submit a Seminole County Non-Exclusive Franchise Holder Application/Annual Renewal and Update Form, attached hereto and incorporated herein as Exhibit "C," for the collection of commercial solid waste. Said form shall be submitted annually or on or before September 30th following the execution of the Agreement. The County may, by duly adopted resolution, amend the application and vehicle fees.

Section 9. Default and Termination of Agreement.

(a) The County may terminate this Agreement by giving the Contractor thirty (30) days written notice upon the occurrence of any of the following:

(1) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the County pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or material, and said default is not cured within thirty (30) days of receipt of written notice by the Contractor of the County's written notice to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from the Contract Administrator to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty (30)

days and [b] that it is proceeding with diligence to cure said default and such default will be cured within a reasonable period of time).

(2) Contractor shall take the benefit of any present or future insolvency statute or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver trustee or liquidator of all or substantially all of its assets; or

(3) By order or decree of a Court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect, unless such stayed judgment or order is reinstated in which case said default shall be deemed immediate; or

(4) By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the assets of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or

(b) Conditions beyond the control of the Contractor are not conditions of default including riots, acts of God, war, governmental laws, regulations or restrictions.

Section 10. Designated Disposal Facilities Calculation. In any year during the Agreement, if the Contractor collects or receives commercial solid waste generated or produced in the Service Area, but the Contractor fails to deliver the commercial solid waste to the Designated Disposal Facility, as required herein, the Contractor shall: (a) pay the County for the shortfall in tonnage; or (b) demonstrate that the shortfall in tonnage resulted from changes to the Contractor's business in the Service Area. The following formula shall be used to calculate the amount to be paid the County:

$$2 \times (TT-AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of commercial solid waste that should have been delivered to the Designated Facility during the year, (AD) is the amount of commercial solid waste that the Contractor delivered to the Designated Disposal Facility during the year, (TF) is the average tipping fee that the County charged during the year for the disposal of Solid Waste at the Designated Disposal Facility, and (AO) is the amount due the Contractor to the County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for solid waste in effect at the Designated Disposal Facility on the first day of each month during the preceding calendar year; (b) adding these twelve (12) monthly values; and (c) dividing by twelve (12). The amount owed the County shall be two (2) times the value of the waste delivery shortfall calculation.

Section 11. Collection Equipment.

(a) The Contractor shall provide at all times and in good working condition collection equipment, meeting industry standards, sufficient to permit the Contractor to efficiently and safely perform the Services specified herein. Upon execution of this Agreement and annually thereafter, the Contractor shall provide to County and maintain a list of the equipment assigned by the Contractor to provide Services under this Agreement. The list shall include the year, make, model, vehicle type, license tag number and fleet identification number for each vehicle. All trucks and auxiliary equipment will be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids and hydraulic fluids into the environment. The collection equipment list shall include all Containers and Garbage Carts used in the Service Area, listing the type and size of container and the identification number (if any) for each Container or Garbage Cart.

(b) The Contractor shall have equipment available to ensure that the Contractor can adequately and efficiently perform the duties specified in this Agreement at all times. The Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

(c) Equipment Markings. Equipment is to be maintained in a safe working condition and shall prominently display the name and telephone number of the Contractor and vehicle number on each side of all collection vehicles in letters of not less than twelve (12) inches in

size. The rear of the vehicle shall display signs warning the public of frequent stops. All vehicles shall be numbered and a record kept of each vehicle to which each number is assigned. The Contractor shall affix on the Contractor's trucks non-transferable decals issued by the County. These decals shall identify the Contractor as a County franchise with the right to provide Commercial Solid Waste Collection Service in unincorporated Seminole County. The decals shall be re-issued annually on or about September 30th to the Contractor upon renewal of the Agreement.

Section 12. Office.

(a) The Contractor shall maintain, at its expense, an office within the geographic area of Seminole County where service inquiries and complaints can be received or, in the alternative, a toll-free telephone access for Customers residing within the Service Area. The Contractor's office shall be equipped with sufficient telephones and shall have responsible persons on duty during operating hours and shall be open during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. The Contractor shall provide either a telephone answering service or mechanical device to receive service inquiries and complaints during all times when telephones are not answered by Contractor employees.

(b) Emergency Contact. The Contractor shall provide the Contract Administrator with the name and telephone number of an emergency contact person who can be reached outside of the required office hours. The contact person must have the ability to authorize Contractor operations in case of County direction in situations requiring immediate attention.

(c) Designation of Agent. The Contractor shall designate in writing to the Contract Administrator annually, on or before September 30th, the person to serve as liaison between the Contractor and the Contract Administrator. The Contractor shall notify the Contract Administrator of any changes in contact personnel related to collection.

Section 13. Permits and Licenses. The Contractor shall obtain, at its expense, all permits and licenses required by law or rule and maintain the permits and licenses in full force and effect throughout the Agreement.

Section 14. Manner of Collection. The Contractor shall perform collection services with as little disturbance as reasonably possible and without obstructing roadways, driveways, sidewalks or mailboxes. The Contractor shall handle Containers and Garbage Carts with reasonable care and return them standing upright with covers in place to the approximate location from which they were collected.

Section 15. Personnel of the Contractor.

(a) The Contractor shall employ competent and qualified personnel and provide operating and safety training to ensure performance of obligations and duties as set forth herein. The Contractor's collection personnel shall not use obscene or other offensive language or gestures and shall treat the public, County staff, and Customers in a polite and courteous manner.

(b) Applicable Laws. The Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all Federal, State and local requirements related to their employment and position.

(c) Drivers. Each driver of any collection vehicle shall at all times carry a valid Florida commercial driver's license and all other required licenses and endorsements for the type of vehicle that is being operated.

(d) Prudent Procedures. Contractors shall use pedestrian walkways while on private property. No trespassing or crossing property to a neighbor's premises is permitted unless residents or owners of both such properties have given prior written permission. Care shall be taken to prevent damage to containers by unnecessary rough treatment and to property including flowers, shrubs and other plantings.

(e) All of the Contractor's collection personnel shall wear appropriate clothing, including a shirt bearing the Contractor's name, at all times during the performance of collection Services.

Section 16. Ownership and Maintenance of Containers. The Contractor shall provide Containers or Garbage Carts to a Customer. At its option, however, the Customer may use its own compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by the Contractor must be in good condition and properly maintained. Each Container provided by the Contractor shall be labeled on two (2) sides with the Contractor's name and telephone number in letters and numbers that are plainly visible and at least twelve (12) inches in size. Containers or Carts used for Recycling or Yard Waste Collection shall be clearly labeled for identification, education and enforcement purposes.

Any Container or Garbage Cart damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) business days, at

no cost to the Customer. The replacement must be similar to the original in style, material, quality and capacity.

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

$100 first incident

$250 second incident

$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

$100 first incident

$250 second incident

$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.

(c) Truck Signage. Contractor shall, at all times, display a decal provided by the COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

Section 18. Insurance.

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

(1) The Contractor shall furnish the Contract Administrator with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employers' Liability, Commercial General Liability and Business Automobile). The County, its officials, officers and employees shall be additional insureds. The Certificate of Insurance shall provide that the County shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the Contractor, the Contractor shall provide the County with a renewal or replacement Certificate of Insurance not less than (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement; provided further, that in lieu of the statement on the Certificate, the

Contractor shall, at the option of the County, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the County, the Contractor shall, within thirty (30) days after receipt of the request, provide the County with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the County nor failure to disapprove the insurance furnished by a Contractor shall relieve the Contractor of the Contractor's full responsibility for liability, damages and accidents.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies, other than Workers' Compensation, must be authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

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

by companies who are members of the Florida Joint Underwriting Association in lieu of the Best's Rating.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes or 3) fail to maintain the Best's Rating and Financial Size Category, the Contractor shall, as soon as the Contractor has knowledge of any such circumstance, immediately notify the County and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the Contractor has replaced the unacceptable insurer with an insurer acceptable to the County the Contractor shall be deemed to be in material default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by the Contractor and shall be maintained in force until the Agreement termination date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employers' Liability.

(A) The Contractor's insurance shall cover the Contractor and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard

Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

LIMITS	
$500,000.00	(Each Accident)
$500,000.00	(Disease Each Employee)
$500,000.00	(Disease Policy Limit)

(2) Commercial General Liability.

(A) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The Contractor shall maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by the Contractor (inclusive of any

amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount specified for each project:

	LIMITS
General Aggregate	$1,000,000.00
Personal Injury & Advertising Limit	$1,000,000.00
General Liability Per Occurrence Bodily Injury & Property Damage	$1,000,000.00

(3) Business Automobile Liability.

(A) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the Contractor shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the Contractor shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Automobile Liability shall be:

	LIMITS
Bodily Injury and Property Damage Liability Combined Per Occurrence	$ 1,000,000.00

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

(e) Occurrence Basis. The Workers' Compensation Policy, Commercial General Liability and the Business Auto Policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

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

Section 19. Indemnification.

(a) The Contractor shall indemnify and save harmless the County, its Commissioners, officers, agents and employees from and against any claim, demand or cause of action of whatsoever kind or nature allegedly arising out of or related to the performance of Services under this Agreement by the Contractor, its officers, agents, subcontractors or employees or any like person or entity in the performance of Services under this Agreement.

(b) The Contractor shall require all subcontractors, if subcontractors are approved by the County, to enter an Agreement containing the provisions set forth in the preceding subsection in which Agreement the subcontractors shall fully indemnify the County in accordance with this Agreement.

(c) Nothing in this Agreement shall be construed to make a subcontractor of the Contractor an agent, officer or employee of the County.

(d) Each parent company, subsidiary or joint venturor of the Contractor shall by execution of this Agreement by Contractor or its agent be deemed to have fully warranted, guaranteed and indemnified the County under the terms and conditions of this Agreement.

Section 20. Filing of Requested Information and Documents.

(a) The Contractor shall file monthly, with the County (on or before the 20th day of the following month) in the format attached hereto and incorporated herein as Exhibit "D," a written report identifying the types and amounts of waste collected and the amount of the Franchise Fee, if any, due the County for the Commercial Solid Waste Collection Services provided by the Contractor during the preceding month. This report shall be delivered to the Contract Administrator along with the Franchise Fee payment due, if any. Should the Contractor subsequently discover an error in a report submitted to the Contract Administrator, the Contractor shall submit a revised report and pay the additional Franchise Fee, if any, within ten (10) days after discovery of said error.

(b) The Contractor shall maintain books and records of the information included in all reports submitted pertaining to the services

provided hereunder, such books and records shall be available for inspection and audit by the County at all reasonable times. The monthly reports shall be designed to assist the County in meeting any local, State or Federal reporting requirements.

(c) The Contractor shall file with the Contract Administrator all documents and reports required by this Agreement. During the month of September for each year this Agreement is in effect, the Contractor shall certify to the Contract Administrator that all required documents such as, but not limited to, certificates of insurance, audits, compilations, and list of collection equipment are current and on file with the County.

Section 21. Records. The Contractor shall allow the County, or its authorized agent, access to the Contractor's records as are related to all Services provided under this Agreement. Such records shall be available at the Contractor's place of business at all reasonable times during the Agreement and for three (3) years from the date of expiration of this Agreement for inspection by the County or other authorized County representative.

Section 22. Notice.

Whenever either party desires to give notice unto the other, notice shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows to:

For County:

Director
Department of Environmental Services
1101 East First Street
Sanford, Florida 32771

For Contractor:

Jerry Parrish, Designated Agent
Container Rental Company, Inc.
2715 Staten Road
Orlando, Florida 32804

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

Section 23. Employee Status. Persons employed by the Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County.

Section 24. Conflict of Interest. Contractor agrees that it will not contract for or accept employment for the performance of any work or Services with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the County.

Section 25. Right to Require Performance. The failure of either party at any time to require performance by the other party of any provisions of this Agreement shall in no way affect the right of either party thereafter to enforce the provisions of this Agreement. Nor shall waiver by either party of any breach of any provisions of this Agreement be taken or held to be a waiver of any succeeding breach of those provisions or as a waiver of any provision itself.

Section 26. Title to Waste.

(a) The County shall, at all times, hold title and ownership to all solid waste and all other material collected by the Contractor

pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific prior written authorization from the Contract Administrator. All responsibilities for the safe and proper transportation of the materials to the County Designated Disposal Facility shall be with the Contractor.

(b) Notwithstanding the above, the Contractor may take, keep, process, alter, and sell Source Separated Recyclable Material that is collected by the Contractor in the Service Area in accordance with this Agreement; provided, however, that the Recyclable Material is recycled and the amount of such Recyclable Materials is reported to the Contractor Administrator as described in Exhibit "D," and excluding any material destined for any use that constitutes disposal. Materials not recycled, including any materials remaining after Recyclable Materials are removed from a load of Source Separated Recyclable Material shall be delivered by Contractor to a Designated Facility.

Section 27. Law to Govern. This Agreement shall be governed by the laws of the State of Florida. Venue for all civil actions shall be in Seminole County, Florida and Federal actions shall be in the Middle District of Florida.

Section 28. Compliance with Laws. The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

Section 29. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, through not expressly prohibited, or against public policy or shall for any reason whatsoever, be held invalid then such covenants or

provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement and shall in no way affect the validity of the remaining covenants or provisions of this Agreement. Any term, condition, covenant or obligation herein which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 30. Assignment and Subcontracting. No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the County. Assignments within the Contractor's corporate entities or among the Contractor's corporate subsidiaries shall not be unreasonably withheld by the County. The County shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the County shall be void and shall be grounds for the County to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor and upon the date of such notice this Agreement shall be deemed immediately terminated and upon such termination all liability of the County under this Agreement to the Contractor shall cease. In the event of any assignment, the assignee shall fully assume all the liabilities of the Contractor and the assignor shall remain as co-obligor with the assignee as to all liability and obligations under this Agreement.

Section 31. Waste Deliveries. Contractor shall deliver all Residential Solid Waste collected within the unincorporated and

incorporated areas of Seminole County to a Designated Disposal Facility and pay the appropriate disposal fees. Contractor shall deliver, unless precluded by an agreement currently in effect, all Commercial Solid Waste collected within the geographical boundaries of Seminole County to a Designated Disposal Facility and pay the appropriate disposal fees. Failure to comply with this Section shall be cause for termination of this Agreement.

Section 32. Modifications. This Agreement constitutes the entire contract and understanding between the parties and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties. Notwithstanding the above, the County shall have the unilateral right to make changes in this Agreement as the result of changes in law or ordinances and to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the scope and methods of providing Services as shall from time to time be necessary and desirable for the public welfare. The Contract Administrator shall give the Contractor reasonable notice of any proposed change by the County and an opportunity to be heard concerning those matters. The scope and method of providing Services as referenced in this Agreement shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor reasonably necessary to protect the public safety, health and welfare of the residents of Seminole County. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The County and the Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order

to implement changes in the interest of the public welfare or due to changes in law which changes the scope of services. When such modifications are made to this Agreement, the County and the Contractor shall negotiate in good faith, other obligations required of the Contractor due to any modification in the Agreement under this Section.

Section 33. Independence of Agreement. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all Services performed under this Agreement.

Section 34. Third-Party Beneficiaries. No provision of this Agreement is intended to create nor shall create any third-party beneficiaries hereunder, nor authorize any person not a party hereunder to maintain an action pursuant to the Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first above written.

ATTEST:

Margaret V. Adams

MARGARET V. ADAMS, Secretary

(CORPORATE SEAL)

CONTAINER RENTAL COMPANY, INC.

By: Sterling S Vestal

STERLING S. VESTAL, President

Date: September 10, 2009

STATE OF FLORIDA)
COUNTY OF Orange)

I HEREBY CERTIFY that, on this 10th day of Sept., 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared STERLING S. VESTAL and MARGARET V. ADAMS, as President and Secretary respectively, of CONTAINER RENTAL COMPANY, INC. 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.

NANCY M. McBRIDE
Comm# DD0794544
Expires 6/13/2012
Florida Notary Assn., Inc

Nancy M McBride

Print Name Nancy M McBride
Notary Public in and for the County and State Aforementioned
My commission expires: 6/13/12

ATTEST:

_____

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

BOB DALLARI, Chairman

Date: _____

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

As authorized for execution by the Board of County Commissioners at its _____, 2009, regular meeting.

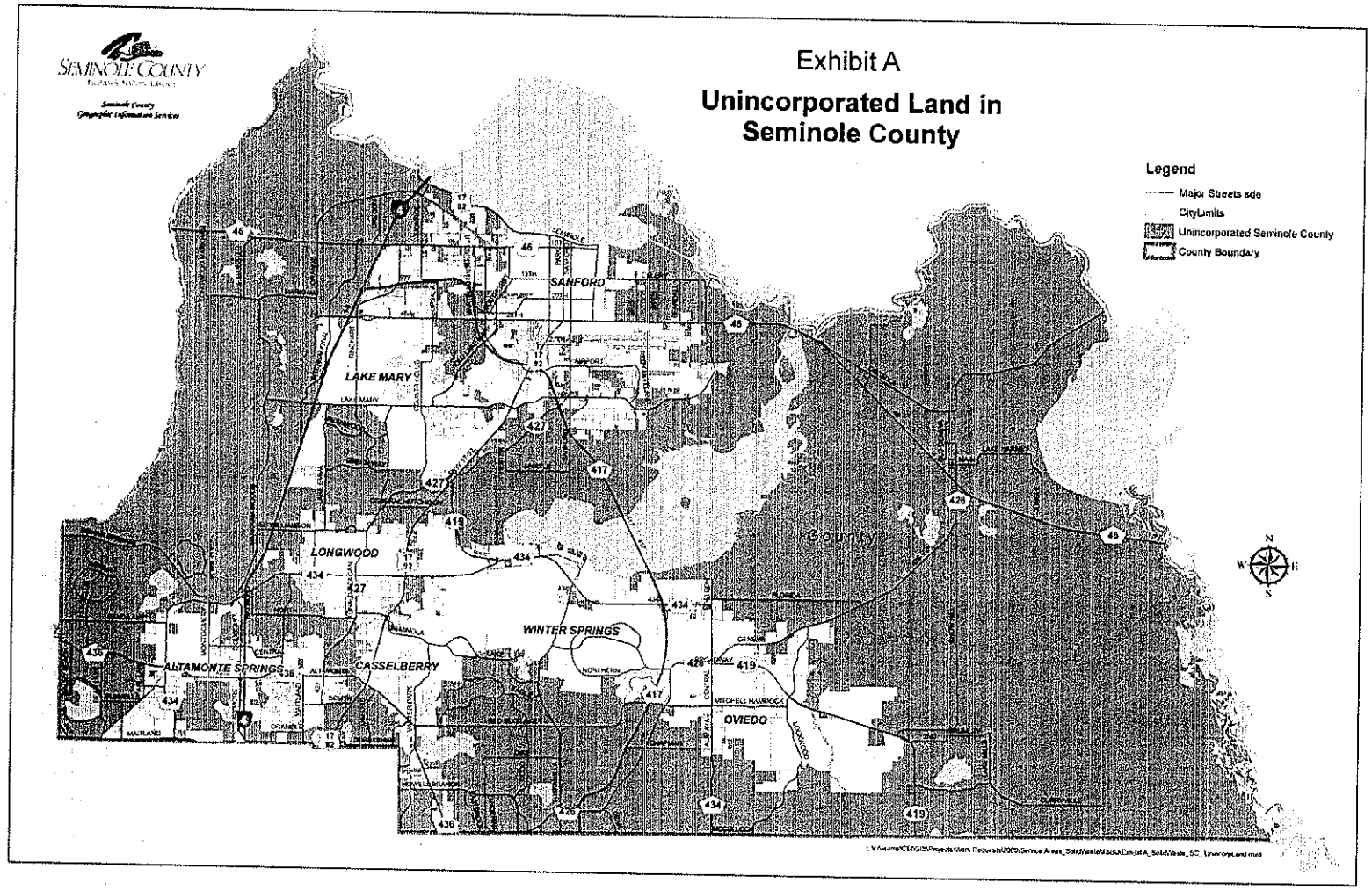
_____

County Attorney

SED/dre
08/19/09
4 Attachments:
Exhibit "A" - Map of Franchise Area
Exhibit "B" - County Designated Disposal Facility
Exhibit "C" - Application/Annual Renewal and Update Form
Exhibit "D" - Monthly Report

P:\USERS\LKENNEDY\MY DOCUMENTS\ENVIRONMENTAL SERVICES\COMMERCIAL TRASH AGT 09 CONTAINER RENTAL.DOC

EXHIBIT "A"
Service Area



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

"Exhibit B"

Seminole County Non-Exclusive Commercial Franchise Holder

Designated Facilities

Designated Facilities under the terms of this Agreement shall be:

1) The Osceola Road Landfill located at 1930 East Osceola Road, Geneva, and
2) The Central Transfer Station located at 1950 State Road 419,Longwood

The Seminole County Landfill accepts solid waste, yard waste, construction and demolition debris, tires and white goods.

The Central Transfer Station accepts solid waste, yard waste, and recyclables.

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

Container Rental Company, Inc.
Contractor

Ocotber 1, 2009 to September 30, 2010
Year of Service

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

Date: 8/25/09

Company Name: ~~Container Rental Comapny, Inc.~~

Company Address: 2715 Staten Road

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

Local Telephone Number: 407-298-8555 FAX: 407-295-5956

Designated Agent: Name: (Ms.) Jerry Parrish, Sales Support

Email Address jerryp@orlandowastepaper.com

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

1. ☑ Completed, Signed, and Notarized Form - **Exhibit "C"**
2. ☑ **Vehicle Identification List** –Include the following information for each truck:
   (Year, Make, Model, Vehicle Type, License Tag Number, Fleet ID Number, and Vehicle ID Number)
3. ☑ **Container Identification List –** Include the following information for each container:
   (Type, Size, and Identification Number)
4. ☐ **Estimated Deliveries List** N/A
5. ☑ **Certificates of Insurance**

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

6. ☑ **Application Fee** ($100.00)
7. ☑ **Per Vehicle Fee–** ($20.00 per vehicle) Decals will be issued for each vehicle.
   (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

Statement of Certification:

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

JERRY PARRISH
Designated Agent Print Name

Jerry Parrish
Designated Agent Signature

8/25/09
Date

State of Florida

County of Orange

Acknowledged this 25th day of August (month), 20 09.

Notary Seal

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

NANCY M. McBRIDE
Comm# DD0794544
Expires 6/13/2012
Florida Notary Assn., Inc

☑ Personally Known to Me
☐ Produced Identification
Type of Identification_____

RECEIVED
AUG 31 2009
SOLID WASTE
MANAGEMENT DIVISION

"Exhibit D"
Seminole County Non-Exclusive Commercial Franchise Holder
Monthly Report

_____
Contractor

_____
Month/Year of Service

Include the following customer data on a Microsoft Excel spreadsheet Version 97 or newer:

Type of Container (*front end, roll off, compactor, cart, etc.*)

Account Type (*solid waste or recycling*)

Capacity of Containers

Frequency of Collection

Pickup Schedule (collection days)

Tons of Commercial Solid Waste Delivered to the Designated Facility: _____

Tons of Commercial Solid Waste Delivered to Non-Designated Facility: _____

Name and Address of Non-Designated Facility: _____

Tons (by type) of Recovered Materials Delivered to a County Designated Disposal Facility: _____

Tons (by type) of Recovered Materials Delivered to a Facility other than a County Designated Facility:

_____

Name and Address of Non-Designated Facility: _____

Estimated deliveries of Commercial Solid Waste to Seminole County Facilities from Seminole County, municipalities, and surrounding areas:

Area Serviced	***Estimated Tons (or)***	***Estimated % of Deliveries***
Altamonte Springs		
Casselberry		
Lake Mary		
Longwood		
Oviedo		
Sanford		
Winter Springs		
Unincorporated Seminole County		
Other		

(This information may be compared to reports supplied by the municipalities.)

I certify that the information contained herein is accurate, correct, and complete, and the fees due are paid in full for the preceding calendar month:

_____
Printed Name of Company Representative

_____ _____
Signature of Company Representative Date

Pursuant to the Seminole County Commercial Solid Waste Franchise Agreement, the Monthly Reports shall be delivered to the Contract Administrator no later than 20 days after the end of the month when the Contractor's service was provided.

NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE

THIS AGREEMENT made and entered into this ____ day of _____, 2009, between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "County", and **REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP**, a limited partnership authorized to do business in Florida, whose address is 11255 Rocket Boulevard, Orlando, Florida 32824, hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, Contractor collects and transports commercial solid waste generated in areas of unincorporated Seminole County; and

WHEREAS, the County desires to ensure that such activities are performed by a competent and qualified Contractor in accordance with applicable Federal, State, and local laws and consistent with the public interest; and

WHEREAS, Contractor is competent and qualified to provide commercial solid waste collection services and desires to provide its collection and transporting services within unincorporated Seminole County according to the terms and conditions stated herein,

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Definitions. To the extent the definitions contained herein conflict with similar definitions contained in any Federal, State or local law, the definitions herein shall prevail. However, nothing

contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to Federal, State or local law. The following terms are defined as follows:

(a) **Agreement.** This Non-Exclusive Franchise Agreement and all written amendments to it.

(b) **Biomedical Waste.** Any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and other materials which in the opinion of the Department of Health represents a significant risk of infection to persons outside the generating facility.

(c) **Bulky Waste.** Any non-vegetative tangible item such as furniture, grills, lawn equipment, furnaces, bicycles (excluding motorized vehicles and motors such as but not limited to cars, trucks, motorcycles and boat motors) or similar items not having a useful purpose to the owner or abandoned by the owner whose large size or weight precludes disposal by normal methods.

(d) **Collection.** The process whereby commercial solid waste is removed from the location where it is generated and transported to a County Designated Disposal Facility.

(e) **Commercial Solid Waste.** Garbage, Bulky Waste, Trash, or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at commercial businesses including, but not limited to, stores, offices, restaurants, and warehouses, governmental and institutional office

buildings, agricultural operations, industrial and manufacturing facilities, hotels, motels, condominiums, apartments, and other buildings and parcels of property that have more than four (4) Residential Units under one roof, and other sites that do not generate Residential Solid Waste. Commercial Solid Waste shall not include any material that is Special Waste or Recovered Materials.

(f) **Commercial Solid Waste Collection Service.** The collection, disposal and recycling of waste generated by a commercial property which is provided by the Contractor for a fee.

(g) **Construction and Demolition Debris (C&D).** Materials generally considered to be non-water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber from the construction or destruction of a structure as part of a construction or demolition project. Combining waste other than C&D with C&D will cause it to be classified as other than C&D.

(h) **Container.** Any open top or compactor roll-off box that is used to collect Commercial Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically or manually dumped into a loader-packer type truck.

(i) **Contract Administrator.** The County's Environmental Services Director or his/her designee with the authority to administer and monitor the provision of services set forth under this Agreement.

(j) **Contractor.** That person or entity serving as an independent contractor, including its employees, servants, partners, principals and agents that has obtained from the County a franchise to provide the services set forth in this Agreement.

(k) **County.** This term shall mean Seminole County, a political subdivision of the State of Florida.

(l) **Customer.** A Person in unincorporated Seminole County that obtains Commercial Solid Waste Collection Service from the Contractor.

(m) **Designated Disposal Facility.** The management facility designated by the County for receiving Commercial Solid Waste in accordance with this Agreement.

(n) **Garbage.** All putrescible waste, including but not limited to, kitchen and table food waste, animal, vegetative food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that falls within the definition of Special Waste.

(o) **Garbage Cart.** Any commonly available Solid Waste receptacle made of light gauge steel, plastic, or other non-absorbent material which is closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and has a capacity of at least 64 gallons.

(p) **Hazardous Waste.** Solid Waste that is regulated by the State of Florida, Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, State, or Federal law.

(q) **Industrial Solid Waste.** Solid Waste generated by manufacturing or industrial processes that is not a Hazardous Waste. Industrial Solid waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products

or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

(r) **Person.** A person, natural or artificial, including but not limited to, an individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.

(s) **Recovered Materials.** Materials, including but not limited to metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.

(t) **Recyclable Material.** Materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

(u) **Residential Solid Waste.** Solid Waste originating from residential property occupied by four (4) or fewer Residential Units under one roof per parcel of land.

(v) **Residential Unit.** A structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

(w) **Service Area.** The unincorporated area of the County, as set forth in Exhibit "A," attached hereto and incorporated herein, for which the Contractor has an executed Agreement to provide Services.

(x) **Source Separated.** Recovered Materials which are separated from solid waste where the recovered materials and Solid Waste are generated. The separation of various types of recovered materials from each other is not required and de minimus solid waste, in accordance with industry standards and practices, may be included in the recovered materials. Materials are not considered Source Separated when such materials contain more than ten percent (10%) solid waste by volume or weight.

(y) **Special Waste.** Those wastes that require extraordinary management, including, but not limited to, automobiles or automobile parts, boat or boat parts, internal combustion engines, non-automobile tires, used oil, paint, sludge, dead animals, agricultural and Industrial Solid Waste, septic tank pumping, Biomedical Waste, biohazardous waste, liquid waste, waste tires, lead acid batteries, C&D, ash residue, Yard Waste and Hazardous Waste.

(z) **Trash.** Accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment, and utensils. Trash does not include Garbage or Yard Waste.

(aa) **Uncontrollable Forces.** Any event which results in the prevention or delay of performance by a party of its obligation under this Agreement which is beyond the reasonable control of the non-performing party. It includes, but is not limited to, fire, flood,

hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance and sabotage.

(bb) **Yard Waste.** All accumulations of vegetative matter from yard and landscaping maintenance such as but not limited to, leaves, grass or shrubbery cuttings and other refuse attendant to the care of lawns, shrubbery, vines, trees and tree limbs.

Section 2. Term. The term of this Agreement shall commence on October 1, 2009, and shall run through September 30, 2010, the date of signature by the parties notwithstanding, and shall be renewed thereafter at the County's option for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2023.

Section 3. Commencement of Services. The services provided by the Contractor under this Agreement shall commence effective October 1, 2009.

Section 4. Services Provided by the Contractor. The Contractor is hereby granted a non-exclusive franchise to provide Commercial Solid Waste Collection Services as defined in this Agreement to the Service Area as described in Exhibit "A".

(a) Commercial Solid Waste Collection Services. The Contractor shall provide Commercial Collection Services in the Service Area in a manner ensuring that a public nuisance shall not be created and the public health, safety and welfare shall be protected. The Contractor may, at its discretion, offer services to the Customer beyond the description of services and the scope of this Agreement in the Service Area.

(1) Commercial Solid Waste Collection Service shall be scheduled for a minimum of once a week between the hours of 6:00 a.m. and 8:00 p.m. The hours of collection may be extended due to extraordinary circumstances or conditions with prior consent from the Contract Administrator. Solid waste generated or produced in unincorporated Seminole County shall be transported to and disposed of at a County Designated Disposal Facility as set forth in Exhibit "B," attached hereto and incorporated herein.

(2) Subject to other provisions of this Agreement, the size and number of the Containers or Garbage Carts and the frequency of Collection provided by the Contractor shall be determined by the Customer and the Contractor. The Contractor shall ensure that the size and number of the Containers or Garbage Carts and the frequency of the Collection service are sufficient so that commercial solid waste is not placed or stored outside the Containers or Carts.

(3) The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, the Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of solid waste or the Customer requests the use of Garbage Carts. Containers or Garbage Carts used for Recycling Collection shall be clearly labeled for identification, education and enforcement purposes. The Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator determines that such action is necessary for compliance with this Agreement or to protect the public health, safety, or welfare.

(4) The Contractor shall thoroughly empty all Containers or Garbage Carts. The Contractor shall not combine solid waste with Yard Waste or Recyclable Material.

(b) Commercial Recycling Collection Services.

(1) The Contractor shall exercise best efforts to provide recycling services to its Customers, except those Customers who currently receive recycling services from another franchisee, a County Non-Exclusive Franchise Agreement, or a holder of a County Certificate of Public Convenience and Necessity.

(2) Recyclables delivered to the Seminole County Central Transfer Station must be collected in two (2) streams: (1) a fiber stream consisting of newspaper, magazines, and catalogs; and (2) a commingled container stream consisting of plastic bottles, Numbers 1 through 7, clear, green, and brown glass bottles and jars, aluminum and steel cans to be consistent with the County's transfer and processing of recyclables.

(3) The parties recognize that the Contract Administrator may add or delete items or components deemed to constitute Recyclable Material to the County's Recycling Program. The Contractor shall not combine Recyclable Material with solid waste or Yard Waste.

(c) Commercial Yard Waste Collection Services. The Contractor shall collect Yard Waste separately from other types of Commercial Solid Waste.

Section 5. Other Waste Services. The Contractor shall not be required to collect and dispose of Biohazardous Waste, Biological Waste, Biomedical Waste, Hazardous Waste or Special Waste (except Yard Waste); however, the Contractor may offer these Services in its Service Area.

Collection and disposal of the wastes identified in this section are not regulated under this Agreement. If these services are provided by the Contractor they shall be in strict compliance with all Federal, State, local laws and regulations.

Section 6. Contractor's Rates, Billing Collection and Method of Collection.

(a) The Contractor shall be solely responsible for the billing and collection of Commercial Solid Waste Collection Service rates to the customer. Services shall be solely billed and collected by the Contractor at a rate to be agreed upon between the Contractor and the Customer.

(b) The Contractor may, at the Contractor's discretion, terminate any Services for Customers failing to pay for Services.

Section 7. Fees.

(a) Franchise. The Contractor shall pay the County the franchise fee, if any, in effect at the time of collection for all commercial solid waste collected in the Service Area. The monthly payment shall be based on the Commercial Solid Waste Collection Service provided by the Contractor during the preceding month. The monthly Franchise Fee payment shall be delivered to the Contract Administrator no later than twenty (20) days after the end of the month when the Contractor's service was provided.

(b) Tipping. Subject to the provisions herein, the Contractor shall pay to the County the tipping fee, if any, in effect at the time of disposal, for each ton of Commercial Solid Waste delivered by the Contractor to the Designated Facility.

Section 8. Certification and Renewal Fees. The Contractor shall initially and annually submit a Seminole County Non-Exclusive Franchise Holder Application/Annual Renewal and Update Form, attached hereto and incorporated herein as Exhibit "C," for the collection of commercial solid waste. Said form shall be submitted annually or on or before September 30th following the execution of the Agreement. The County may, by duly adopted resolution, amend the application and vehicle fees.

Section 9. Default and Termination of Agreement.

(a) The County may terminate this Agreement by giving the Contractor thirty (30) days written notice upon the occurrence of any of the following:

(1) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the County pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or material, and said default is not cured within thirty (30) days of receipt of written notice by the Contractor of the County's written notice to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from the Contract Administrator to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty (30)

days and [b] that it is proceeding with diligence to cure said default and such default will be cured within a reasonable period of time).

(2) Contractor shall take the benefit of any present or future insolvency statute or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver trustee or liquidator of all or substantially all of its assets; or

(3) By order or decree of a Court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect, unless such stayed judgment or order is reinstated in which case said default shall be deemed immediate; or

(4) By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the assets of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or

(b) Conditions beyond the control of the Contractor are not conditions of default including riots, acts of God, war, governmental laws, regulations or restrictions.

Section 10. Designated Disposal Facilities Calculation. In any year during the Agreement, if the Contractor collects or receives commercial solid waste generated or produced in the Service Area, but the Contractor fails to deliver the commercial solid waste to the Designated Disposal Facility, as required herein, the Contractor shall: (a) pay the County for the shortfall in tonnage; or (b) demonstrate that the shortfall in tonnage resulted from changes to the Contractor's business in the Service Area. The following formula shall be used to calculate the amount to be paid the County:

$$2 \times (TT-AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of commercial solid waste that should have been delivered to the Designated Facility during the year, (AD) is the amount of commercial solid waste that the Contractor delivered to the Designated Disposal Facility during the year, (TF) is the average tipping fee that the County charged during the year for the disposal of Solid Waste at the Designated Disposal Facility, and (AO) is the amount due the Contractor to the County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for solid waste in effect at the Designated Disposal Facility on the first day of each month during the preceding calendar year; (b) adding these twelve (12) monthly values; and (c) dividing by twelve (12). The amount owed the County shall be two (2) times the value of the waste delivery shortfall calculation.

Section 11. Collection Equipment.

(a) The Contractor shall provide at all times and in good working condition collection equipment, meeting industry standards, sufficient to permit the Contractor to efficiently and safely perform the Services specified herein. Upon execution of this Agreement and annually thereafter, the Contractor shall provide to County and maintain a list of the equipment assigned by the Contractor to provide Services under this Agreement. The list shall include the year, make, model, vehicle type, license tag number and fleet identification number for each vehicle. All trucks and auxiliary equipment will be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids and hydraulic fluids into the environment. The collection equipment list shall include all Containers and Garbage Carts used in the Service Area, listing the type and size of container and the identification number (if any) for each Container or Garbage Cart.

(b) The Contractor shall have equipment available to ensure that the Contractor can adequately and efficiently perform the duties specified in this Agreement at all times. The Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

(c) Equipment Markings. Equipment is to be maintained in a safe working condition and shall prominently display the name and telephone number of the Contractor and vehicle number on each side of all collection vehicles in letters of not less than twelve (12) inches in

size. The rear of the vehicle shall display signs warning the public of frequent stops. All vehicles shall be numbered and a record kept of each vehicle to which each number is assigned. The Contractor shall affix on the Contractor's trucks non-transferable decals issued by the County. These decals shall identify the Contractor as a County franchise with the right to provide Commercial Solid Waste Collection Service in unincorporated Seminole County. The decals shall be re-issued annually on or about September 30th to the Contractor upon renewal of the Agreement.

Section 12. Office.

(a) The Contractor shall maintain, at its expense, an office within the geographic area of Seminole County where service inquiries and complaints can be received or, in the alternative, a toll-free telephone access for Customers residing within the Service Area. The Contractor's office shall be equipped with sufficient telephones and shall have responsible persons on duty during operating hours and shall be open during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. The Contractor shall provide either a telephone answering service or mechanical device to receive service inquiries and complaints during all times when telephones are not answered by Contractor employees.

(b) Emergency Contact. The Contractor shall provide the Contract Administrator with the name and telephone number of an emergency contact person who can be reached outside of the required office hours. The contact person must have the ability to authorize Contractor operations in case of County direction in situations requiring immediate attention.

(c) Designation of Agent. The Contractor shall designate in writing to the Contract Administrator annually, on or before September 30th, the person to serve as liaison between the Contractor and the Contract Administrator. The Contractor shall notify the Contract Administrator of any changes in contact personnel related to collection.

Section 13. Permits and Licenses. The Contractor shall obtain, at its expense, all permits and licenses required by law or rule and maintain the permits and licenses in full force and effect throughout the Agreement.

Section 14. Manner of Collection. The Contractor shall perform collection services with as little disturbance as reasonably possible and without obstructing roadways, driveways, sidewalks or mailboxes. The Contractor shall handle Containers and Garbage Carts with reasonable care and return them standing upright with covers in place to the approximate location from which they were collected.

Section 15. Personnel of the Contractor.

(a) The Contractor shall employ competent and qualified personnel and provide operating and safety training to ensure performance of obligations and duties as set forth herein. The Contractor's collection personnel shall not use obscene or other offensive language or gestures and shall treat the public, County staff, and Customers in a polite and courteous manner.

(b) Applicable Laws. The Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all Federal, State and local requirements related to their employment and position.

(c) Drivers. Each driver of any collection vehicle shall at all times carry a valid Florida commercial driver's license and all other required licenses and endorsements for the type of vehicle that is being operated.

(d) Prudent Procedures. Contractors shall use pedestrian walkways while on private property. No trespassing or crossing property to a neighbor's premises is permitted unless residents or owners of both such properties have given prior written permission. Care shall be taken to prevent damage to containers by unnecessary rough treatment and to property including flowers, shrubs and other plantings.

(e) All of the Contractor's collection personnel shall wear appropriate clothing, including a shirt bearing the Contractor's name, at all times during the performance of collection Services.

Section 16. Ownership and Maintenance of Containers. The Contractor shall provide Containers or Garbage Carts to a Customer. At its option, however, the Customer may use its own compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by the Contractor must be in good condition and properly maintained. Each Container provided by the Contractor shall be labeled on two (2) sides with the Contractor's name and telephone number in letters and numbers that are plainly visible and at least twelve (12) inches in size. Containers or Carts used for Recycling or Yard Waste Collection shall be clearly labeled for identification, education and enforcement purposes.

Any Container or Garbage Cart damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) business days, at

no cost to the Customer. The replacement must be similar to the original in style, material, quality and capacity.

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

$100 first incident

$250 second incident

$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

$100 first incident

$250 second incident

$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.

(c) Truck Signage. Contractor shall, at all times, display a decal provided by the COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

Section 18. Insurance.

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

(1) The Contractor shall furnish the Contract Administrator with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employers' Liability, Commercial General Liability and Business Automobile). The County, its officials, officers and employees shall be additional insureds. The Certificate of Insurance shall provide that the County shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the Contractor, the Contractor shall provide the County with a renewal or replacement Certificate of Insurance not less than (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement; provided further, that in lieu of the statement on the Certificate, the

Contractor shall, at the option of the County, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the County, the Contractor shall, within thirty (30) days after receipt of the request, provide the County with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the County nor failure to disapprove the insurance furnished by a Contractor shall relieve the Contractor of the Contractor's full responsibility for liability, damages and accidents.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies, other than Workers' Compensation, must be authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

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

by companies who are members of the Florida Joint Underwriting Association in lieu of the Best's Rating.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes or 3) fail to maintain the Best's Rating and Financial Size Category, the Contractor shall, as soon as the Contractor has knowledge of any such circumstance, immediately notify the County and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the Contractor has replaced the unacceptable insurer with an insurer acceptable to the County the Contractor shall be deemed to be in material default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by the Contractor and shall be maintained in force until the Agreement termination date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employers' Liability.

(A) The Contractor's insurance shall cover the Contractor and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard

Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

LIMITS	
$500,000.00	(Each Accident)
$500,000.00	(Disease Each Employee)
$500,000.00	(Disease Policy Limit)

(2) Commercial General Liability.

(A) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The Contractor shall maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by the Contractor (inclusive of any

amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount specified for each project:

	LIMITS
General Aggregate	$1,000,000.00
Personal Injury & Advertising Limit	$1,000,000.00
General Liability Per Occurrence Bodily Injury & Property Damage	$1,000,000.00

(3) Business Automobile Liability.

(A) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the Contractor shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the Contractor shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Automobile Liability shall be:

	LIMITS
Bodily Injury and Property Damage Liability Combined Per Occurrence	$ 1,000,000.00

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

(e) Occurrence Basis. The Workers' Compensation Policy, Commercial General Liability and the Business Auto Policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

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

Section 19. Indemnification.

(a) The Contractor shall indemnify and save harmless the County, its Commissioners, officers, agents and employees from and against any claim, demand or cause of action of whatsoever kind or nature allegedly arising out of or related to the performance of Services under this Agreement by the Contractor, its officers, agents, subcontractors or employees or any like person or entity in the performance of Services under this Agreement.

(b) The Contractor shall require all subcontractors, if subcontractors are approved by the County, to enter an Agreement containing the provisions set forth in the preceding subsection in which Agreement the subcontractors shall fully indemnify the County in accordance with this Agreement.

(c) Nothing in this Agreement shall be construed to make a subcontractor of the Contractor an agent, officer or employee of the County.

(d) Each parent company, subsidiary or joint venturor of the Contractor shall by execution of this Agreement by Contractor or its agent be deemed to have fully warranted, guaranteed and indemnified the County under the terms and conditions of this Agreement.

Section 20. Filing of Requested Information and Documents.

(a) The Contractor shall file monthly, with the County (on or before the 20th day of the following month) in the format attached hereto and incorporated herein as Exhibit "D," a written report identifying the types and amounts of waste collected and the amount of the Franchise Fee, if any, due the County for the Commercial Solid Waste Collection Services provided by the Contractor during the preceding month. This report shall be delivered to the Contract Administrator along with the Franchise Fee payment due, if any. Should the Contractor subsequently discover an error in a report submitted to the Contract Administrator, the Contractor shall submit a revised report and pay the additional Franchise Fee, if any, within ten (10) days after discovery of said error.

(b) The Contractor shall maintain books and records of the information included in all reports submitted pertaining to the services

provided hereunder, such books and records shall be available for inspection and audit by the County at all reasonable times. The monthly reports shall be designed to assist the County in meeting any local, State or Federal reporting requirements.

(c) The Contractor shall file with the Contract Administrator all documents and reports required by this Agreement. During the month of September for each year this Agreement is in effect, the Contractor shall certify to the Contract Administrator that all required documents such as, but not limited to, certificates of insurance, audits, compilations, and list of collection equipment are current and on file with the County.

Section 21. Records. The Contractor shall allow the County, or its authorized agent, access to the Contractor's records as are related to all Services provided under this Agreement. Such records shall be available at the Contractor's place of business at all reasonable times during the Agreement and for three (3) years from the date of expiration of this Agreement for inspection by the County or other authorized County representative.

Section 22. Notice.

Whenever either party desires to give notice unto the other, notice shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows to:

For County:

Director
Department of Environmental Services
1101 East First Street
Sanford, Florida 32771

For Contractor:

Brian Short, Designated Agent
Republic Service of Florida, Limited Partnership
11255 Rocket Boulevard
Orlando, Florida 32824

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

Section 23. Employee Status. Persons employed by the Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County.

Section 24. Conflict of Interest. Contractor agrees that it will not contract for or accept employment for the performance of any work or Services with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the County.

Section 25. Right to Require Performance. The failure of either party at any time to require performance by the other party of any provisions of this Agreement shall in no way affect the right of either party thereafter to enforce the provisions of this Agreement. Nor shall waiver by either party of any breach of any provisions of this Agreement be taken or held to be a waiver of any succeeding breach of those provisions or as a waiver of any provision itself.

Section 26. Title to Waste.

(a) The County shall, at all times, hold title and ownership to all solid waste and all other material collected by the Contractor

pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific prior written authorization from the Contract Administrator. All responsibilities for the safe and proper transportation of the materials to the County Designated Disposal Facility shall be with the Contractor.

(b) Notwithstanding the above, the Contractor may take, keep, process, alter, and sell Source Separated Recyclable Material that is collected by the Contractor in the Service Area in accordance with this Agreement; provided, however, that the Recyclable Material is recycled and the amount of such Recyclable Materials is reported to the Contractor Administrator as described in Exhibit "D," and excluding any material destined for any use that constitutes disposal. Materials not recycled, including any materials remaining after Recyclable Materials are removed from a load of Source Separated Recyclable Material shall be delivered by Contractor to a Designated Facility.

Section 27. Law to Govern. This Agreement shall be governed by the laws of the State of Florida. Venue for all civil actions shall be in Seminole County, Florida and Federal actions shall be in the Middle District of Florida.

Section 28. Compliance with Laws. The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

Section 29. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, through not expressly prohibited, or against public policy or shall for any reason whatsoever, be held invalid then such covenants or

provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement and shall in no way affect the validity of the remaining covenants or provisions of this Agreement. Any term, condition, covenant or obligation herein which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 30. Assignment and Subcontracting. No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the County. Assignments within the Contractor's corporate entities or among the Contractor's corporate subsidiaries shall not be unreasonably withheld by the County. The County shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the County shall be void and shall be grounds for the County to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor and upon the date of such notice this Agreement shall be deemed immediately terminated and upon such termination all liability of the County under this Agreement to the Contractor shall cease. In the event of any assignment, the assignee shall fully assume all the liabilities of the Contractor and the assignor shall remain as co-obligor with the assignee as to all liability and obligations under this Agreement.

Section 31. Waste Deliveries. Contractor shall deliver all Residential Solid Waste collected within the unincorporated and

incorporated areas of Seminole County to a Designated Disposal Facility and pay the appropriate disposal fees. Contractor shall deliver, unless precluded by an agreement currently in effect, all Commercial Solid Waste collected within the geographical boundaries of Seminole County to a Designated Disposal Facility and pay the appropriate disposal fees. Failure to comply with this Section shall be cause for termination of this Agreement.

Section 32. Modifications. This Agreement constitutes the entire contract and understanding between the parties and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties. Notwithstanding the above, the County shall have the unilateral right to make changes in this Agreement as the result of changes in law or ordinances and to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the scope and methods of providing Services as shall from time to time be necessary and desirable for the public welfare. The Contract Administrator shall give the Contractor reasonable notice of any proposed change by the County and an opportunity to be heard concerning those matters. The scope and method of providing Services as referenced in this Agreement shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor reasonably necessary to protect the public safety, health and welfare of the residents of Seminole County. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The County and the Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order

to implement changes in the interest of the public welfare or due to changes in law which changes the scope of services. When such modifications are made to this Agreement, the County and the Contractor shall negotiate in good faith, other obligations required of the Contractor due to any modification in the Agreement under this Section.

Section 33. Independence of Agreement. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all Services performed under this Agreement.

Section 34. Third-Party Beneficiaries. No provision of this Agreement is intended to create nor shall create any third-party beneficiaries hereunder, nor authorize any person not a party hereunder to maintain an action pursuant to the Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first above written.

ATTEST:

REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP

By: REPUBLIC SERVICES OF FLORIDA GP., INC.
Its General Partner

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: 9/1/09

STATE OF FLORIDA
COUNTY OF Hillsborough

I HEREBY CERTIFY that, on this 1 day of September, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Guy Thompson and _____, as President and Secretary respectively, of REPUBLIC SERVICES OF FLORIDA GP, INC., general partner of REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP, 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.

Dennell Lemke
Print Name DENNELL LEMKE
Notary Public in and for the County and State Aforementioned
My commission expires: 11/28/2010

DENNELL LEMKE
Notary Public - State of Florida
My Commission Expires Nov 28, 2010
Commission # DD 618295
Bonded Through National Notary Assn.

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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: _____

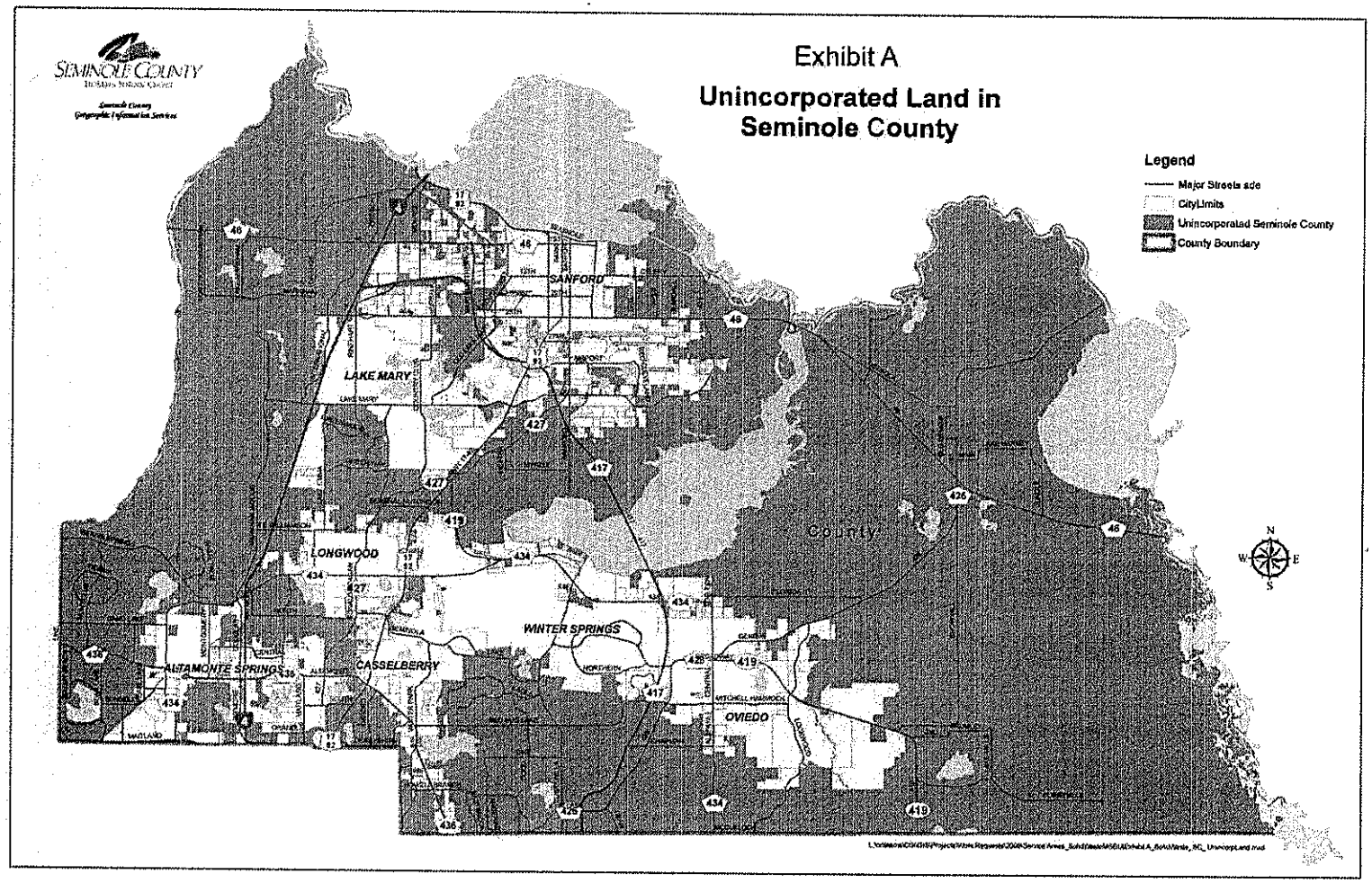
For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

_____
County Attorney

SED/dre
08/19/09
4 Attachments:
Exhibit "A" - Map of Franchise Area
Exhibit "B" - County Designated Disposal Facility
Exhibit "C" - Application/Annual Renewal and Update Form
Exhibit "D" - Monthly Report
P:\Users\lkennedy\My Documents\Environmental Services\commercial trash agt 09 Republic Services.doc

EXHIBIT "A"
Service Area



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

"Exhibit B"

Seminole County Non-Exclusive Commercial Franchise Holder

Designated Facilities

Designated Facilities under the terms of this Agreement shall be:

1) The Osceola Road Landfill located at 1930 East Osceola Road, Geneva, and
2) The Central Transfer Station located at 1950 State Road 419,Longwood

The Seminole County Landfill accepts solid waste, yard waste, construction and demolition debris, tires and white goods.

The Central Transfer Station accepts solid waste, yard waste, and recyclables.

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

Contractor

10-1-2009 THRU 9-30-2010
Year of Service

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

Date: 9/1/2009
Company Name: REPUBLIC SERVICES OF FLORIDA, LP
Company Address: 11255 ROCKET BLVD.
City, State, and Zip Code: ORLANDO, FLORIDA 32824
Local Telephone Number: 407-293-8000 FAX: 407-296-2758
Designated Agent: Name: BRIAN SHORT
Email Address: SHORTB@REPSRV.COM

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

1. ☑ Completed, Signed, and Notarized Form - **Exhibit "C"**
2. ☑ **Vehicle Identification List** –Include the following information for each truck: *(Year, Make, Model, Vehicle Type, License Tag Number, Fleet ID Number, and Vehicle ID Number)*
3. ☑ **Container Identification List** – Include the following information for each container: *(Type, Size, and Identification Number)*
4. ☑ **Estimated Deliveries List**
5. ☑ **Certificates of Insurance**

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

6. ☑ **Application Fee** ($100.00) ✓
7. ☑ **Per Vehicle Fee**– ($20.00 per vehicle) Decals will be issued for each vehicle. $20.00 x 18 = $360.00
   (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

Statement of Certification:

I certify that REPUBLIC SERVICES OF FLORIDA, LP will abide by the terms and conditions of the Agreement.

Brian Short
Designated Agent Print Name

Designated Agent Signature

9/1/2009
Date

State of FLORIDA

County of ORANGE

Acknowledged this 1ST day of SEPTEMBER (month), 2009.

Notary Seal

Signature of Notary Public, State of Florida

JACKIE C. HARRIS
MY COMMISSION # DD 908279
EXPIRES: September 17, 2010
Bonded Thru Notary Public Underwriters

☑ Personally Known to Me
☐ Produced Identification
Type of Identification_____

"Exhibit D"

Seminole County Non-Exclusive Commercial Franchise Holder

Monthly Report

_____

Contractor

_____

Month/Year of Service

Include the following customer data on a Microsoft Excel spreadsheet Version 97 or newer:

Type of Container (*front end, roll off, compactor, cart, etc.*)

Account Type (*solid waste or recycling*)

Capacity of Containers

Frequency of Collection

Pickup Schedule (collection days)

Tons of Commercial Solid Waste Delivered to the Designated Facility: _____

Tons of Commercial Solid Waste Delivered to Non-Designated Facility: _____

Name and Address of Non-Designated Facility: _____

Tons (by type) of Recovered Materials Delivered to a County Designated Disposal Facility: _____

Tons (by type) of Recovered Materials Delivered to a Facility other than a County Designated Facility:

_____

Name and Address of Non-Designated Facility: _____

Estimated deliveries of Commercial Solid Waste to Seminole County Facilities from Seminole County, municipalities, and surrounding areas:

Area Serviced	***Estimated Tons (or)***	***Estimated % of Deliveries***
Altamonte Springs		
Casselberry		
Lake Mary		
Longwood		
Oviedo		
Sanford		
Winter Springs		
Unincorporated Seminole County		
Other		

(This information may be compared to reports supplied by the municipalities.)

I certify that the information contained herein is accurate, correct, and complete, and the fees due are paid in full for the preceding calendar month:

_____

Printed Name of Company Representative

_____

Signature of Company Representative

_____

Date

Pursuant to the Seminole County Commercial Solid Waste Franchise Agreement, the Monthly Reports shall be delivered to the Contract Administrator no later than 20 days after the end of the month when the Contractor's service was provided.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Homeland Security Program - Grant Agreement for USAR and HazMat Activity

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Tad Stone, Jennifer Bero **EXT:** 5001, 7163

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a grant agreement with the Florida Department of Financial Services in acceptance of $517,571.00 in Homeland Security funds to assist with Urban Search and Rescue and Hazard Materials related activity.

County-wide Jennifer Bero

BACKGROUND:

The Florida Department of Financial Services received Homeland Security grant funding to support Urban Search and Rescue (USAR) Task Forces throughout the state. The task forces support state and local emergency responders' efforts to locate victims and manage recovery operations in the event of a natural disaster. Additionally, the funding is to support WMD Hazardous Material (HazMat) Teams in their efforts to respond to events involving such materials.

As a member of the Central Florida USAR Team and a primary participant in regional emergency response, the Department is allocating $517,571.00 in reimbursement funds for USAR and HazMat related training ($140,721.00) and equipment purchases ($376,850.00).

For the funds to be received, the Board must approve and authorize the Chairman to execute a subrecipient agreement with the Florida Department of Financial Services. A corresponding budget amendment request to establish a budget for the grant is presented for approval in the Budget Division consent section of this agenda.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a grant agreement with the Florida Department of Financial Services in acceptance of $517,571.00 in Homeland Security funds to assist with Urban Search and Rescue and Hazard Materials related activity.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

- [x] Budget Review (Lisa Spriggs)
- [x] County Attorney Review (Arnold Schneider)

2008-2009 STATE HOMELAND SECURITY GRANT PROGRAM SUBRECIPIENT AGREEMENT FOR EXPENDITURE OF LOCAL GOVERNMENT UNIT FUNDING FOR FLORIDA

THIS AGREEMENT ("Agreement") is entered into by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0300 (hereinafter referred to as "Department"), and Seminole County, a unit of local government (hereinafter referred to as "Subrecipient"), effective as of the date last signed below.

WITNESSETH THAT:

WHEREAS, Department is a subgrantee of the Homeland Security Grant through the Division of Emergency Management (hereinafter "State Administrative Agency" or "SAA");

WHEREAS, Department has the authority to further pass these funds through to Subrecipient;

WHEREAS, Subrecipient is fully qualified and eligible to receive these grant funds to provide the services identified herein, and

WHEREAS, Department has authority to disburse the funds under this Agreement,

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

(1) Federally-Funded Subgrant Agreement. The funds for this Agreement are provided through a Subgrant Agreement between Department and SAA; Grant Number: 09-DS-51-13-00-16-409. The Subgrant Agreement and all referenced documents and forms can be accessed through Department's website at http://www.fldfs.com/sfm/sfm_domestic_security.htm (hereinafter referred to as the "SFM website"). Subrecipient agrees to be bound by all of the provisions of the Subgrant Agreement referenced in this paragraph. Attachment A, including all of its subparts, is attached hereto and incorporated herein by reference.

(2) Services and Deliverables. Subrecipient agrees to render the following services or other units of deliverables as directed by Department:

(a) Performance in accordance with "Scope of Work" found at the SFM website and Attachment A1;

(b) Readiness and response to activation orders for deployment by the State Emergency Operations Center, State Fire Marshal or Regional Domestic Security Task Force, and

(c) Purchase equipment specifically identified and approved by the Florida Domestic Security Equipment Committee and identified in projects listed in Attachment A1. Exceptions to the approved equipment list must be approved in writing by the Equipment Committee prior to purchase. Requests for exceptions should be sent to Department's grant manager listed below. Equipment having a value of $1,000 or more must have an asset identification number provided by

Subrecipient indicating the equipment was purchased with State Homeland Security Grant Program (SHSGP) funds.

(d) In the event a Subrecipient requests the Department to make a purchase(s) related to this Agreement on its behalf, a request in writing on the Subrecipient's letterhead shall be submitted to the Department. If approved, the Department will make the purchase and submit the requisite documentation for reimbursement from the Subrecipient's allocated funds. Nothing herein shall require the Department to make the purchase on behalf of the Subrecipient.

(3) Delivery Schedule. The services or other units of deliverables specified in paragraph (2) above shall be delivered or otherwise rendered on behalf of Department in accordance with the following schedule:

(a) Readiness shall be on a continuous basis;

(b) Upon notification by the State Emergency Operations Center, State Fire Marshal, or Regional Domestic Security Task Force, Subrecipient shall respond to any and all incidents either within its regional response area, or as designated within the State Emergency Response Plan, with all eligible equipment, and any and all other resources which it possesses, for so long as this Agreement remains in effect, or as may be agreed upon under the Florida Domestic Security Strategy Plan. It is understood by both parties that local emergencies and equipment operability will dictate the availability of Subrecipient to respond;

(c) For Type II/WMD Hazardous Materials Teams, compliance with requirements of a Type II/Weapons of Mass Destruction Capable Hazardous Materials Resource, as defined by the Florida Domestic Security Strategy Plan and the Florida Association of Hazardous Materials Responders (FLAHR) typing document, shall be on a continuous basis;

(d) For USAR Task Forces, in compliance with requirements of a Type I, II or III USAR Task Force as defined by the Florida Domestic Security Strategy Plan and the Florida Association of Search and Rescue (FASAR) typing document, shall be on a continuous basis;

(e) For MARC Units, compliance with requirements for deployment shall be according to the State Emergency Response Plan. MARC unit Subrecipient must complete an annual inventory on the appropriate forms as part of this Agreement;

(f) Subrecipient shall comply with the Florida Fire Chiefs Association Code of Ethics at all times, and

(g) All documents referenced above can be found on the SFM website.

(4) Funding/Consideration.

(a) This is a cost-reimbursement Agreement. Subrecipient shall be reimbursed for costs incurred during the performance period in the satisfactory performance of work hereunder in an amount not to exceed the amount set forth in Attachment A and subparagraph (b) of this paragraph, subject to the availability of funds. If the necessary funds are not available to fund this Agreement as a result of action by Congress, the State Legislature, the Office of the Chief Financial Officer, the State Office of Planning and Budgeting, or the Federal Office of Management and Budgeting, all obligations on the part of Department to make any further payment of funds hereunder shall terminate, and Subrecipient shall submit its closeout report within thirty (30) days of receipt of notice from Department.

(b) Subject to the terms and conditions established by this Agreement and the billing procedures established by Department, the Department agrees to reimburse Subrecipient a

maximum of the amount set forth in Attachment A for services rendered and items purchased in accordance with Attachment A. If additional money becomes available through the grant process, this amount may be increased or decreased, by modification as set forth in paragraph (6) below.

(c) Every request for reimbursement shall be submitted on a Reimbursement Request Form and a Detail of Claims Form available on the SFM website. The forms must be accompanied by the documentation referenced in Attachment A2. The forms and the accompanying documentation shall be submitted within thirty (30) days following Subrecipient's expenditure of funds. In no event shall the forms and accompanying documentation be received by Department later than May 31, 2010.

(d) All equipment purchases must be in accordance with the equipment list (see SFM website) stipulated by the Florida Domestic Security Equipment Committee, unless specifically approved in writing by the Domestic Security Equipment Committee prior to purchase. Documentation of the approval must be submitted along with the request for reimbursement.

(e) If no request for reimbursement is submitted for two consecutive quarters after execution of this Agreement, Department reserves the right to reallocate the balance of unexpended funds to another local or state entity by modification of this Agreement in accordance with paragraph (6) below, and in accordance with grant rules.

(f) Taxes. Department is exempted from payment of Florida state sales and use taxes and Federal Excise Tax. Unless personally or corporately exempt by law, Subrecipient shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by Subrecipient to suppliers for taxes on materials used to fulfill its obligations with Department. Subrecipient shall not use Department's exemption number in securing such materials. Subrecipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

(g) Travel. Any expense incurred by Subrecipient for travel must be authorized by Department in advance. Travel expenses will be submitted and reimbursed to Subrecipient at a rate not to exceed that which is payable to state employees for travel and per diem as prescribed by Section 112.061, Florida Statutes. All other expenses, including expenses for the gathering and presentation of exhibits, must be authorized by Department in advance.

(h) Payment Processing. All charges for services rendered or for reimbursement of expenses authorized by Department in accordance with this Agreement shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services and authorized expenses, including travel expenses, will be paid to the Subrecipient only upon the timely and satisfactory completion of services and other units of deliverable such as reports, findings and drafts, which are required by this Agreement and upon the written acceptance of said services and units of deliverables such as reports, findings and drafts by Department's designated grant manager. Interim payments may be made by Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date has first been accepted in writing by Department's grant manager.

(5) Funding Period. This Agreement begins on the date of the last signature below and ends May 31, 2010. In the event the ending date is extended by the SSA, the ending date of this Agreement will be extended automatically upon written notice to the Subrecipient by the Department and become the new ending date of this Agreement without further amendment.

(6) Agreement Modification. Either party may request modification of the provisions of this Agreement. Except as provided in paragraph (5) above, 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.

(7) Subagreements. If Subrecipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to Department for review and approval prior to execution of the subcontract by Subrecipient. Subrecipient 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 Subrecipient, Department, and SAA 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. Each subcontractor's progress in performing its work under this Agreement shall be documented in a quarterly report submitted by Subrecipient.

For each subcontract, Subrecipient shall provide a written statement to Department as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(8) Recordkeeping

(a) As applicable, Subrecipient'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, Subrecipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

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

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained 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 $1,000 or more at the time of acquisition shall be retained for five years after final disposition.

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

(c) Subrecipient shall maintain all records for Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachments A1 and A2 - and all other applicable laws and regulations.

(d) Subrecipient, 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 Department, its employees, and agents. The term "reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. The term "agents" shall include, but not be limited to, auditors retained by Department.

(9) Audit Requirements.

(a) Subrecipient 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 all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by Department. The term "reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) Subrecipient shall also provide 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 Subrecipient 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 Subrecipient expends $500,000 or more in Federal awards in its fiscal year, Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Attachment A to this Agreement indicates federal resources awarded through Department by this Agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards. 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 Subrecipient 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 subparagraph (d) above, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. If Subrecipient 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 Subrecipient expends less than $500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-I33, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Subrecipient resources obtained from other than federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Subrecipient directly to Department's grant manager listed below, and each of the following:

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

and 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, Subrecipient shall submit 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 Department's grant manager listed below.

(g) Any reports, management letter, or other information required to be submitted to Department pursuant to this Agreement shall be submitted timely 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) Subrecipient, when submitting financial reporting packages to 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, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

(i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after Department or the SAA has notified Subrecipient of such non-compliance.

(j) Subrecipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to Department no later than nine (9) months from the end of Subrecipient's fiscal year.

(10) Reports.

(a) Reports shall be in accordance with Attachment A1, part III.

(b) If additional reporting is required, Department will notify Subrecipient electronically at least thirty (30) days prior to the time the reporting is required.

(c) Reports and documentation related to all exercises and evaluations, (if an allowable expense) including any USAR MOBEX drills, must be provided to Department within thirty (30) days of completion of the exercise.

(d) If all required reports and copies, prescribed above, are not sent to Department or are not completed in a manner acceptable to Department, Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (14), "Remedies." The phrase, "acceptable to Department" means that the work product was completed in accordance with Attachment A, and its subparts.

(e) Subrecipient shall provide such additional program updates, reports and information as may be required by Department.

(11) Monitoring. Monitoring shall be in accordance with Attachment A1, subpart III.E., and in addition, Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, Attachment A1 is complied with, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A1, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, Florida Statutes, (see paragraph (9) Audit Requirements, above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by Department. In the event that Department determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Department to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General. In addition, Department will monitor the performance of, and financial management by, Subrecipient throughout the Agreement term to ensure timely completion of all tasks.

(12) Liability.

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

(b) If Subrecipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, Subrecipient agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortuous acts which result in claims or suits against Department or SAA, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Department or any Subrecipient 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 or Agreement.

(13) Default. If any of the following events occur ("Events of Default"), all obligations on the part of Department to make any further payment of funds hereunder shall, if Department so elects, terminate and Department may, at its option, exercise any of its remedies set forth in paragraph fourteen (14), but Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by Subrecipient in this Agreement or any previous Agreement with Department shall at any time be false or misleading in any respect, or if Subrecipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure said material adverse change within 30 days from the time the date written notice is sent by Department;

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

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

(14) Remedies. Upon the happening of an Event of Default, then Department may, at its option, upon thirty (30) calendar days prior written notice to Subrecipient and upon the Subrecipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that Subrecipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (16) herein;

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

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;

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

3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question;

4. Requiring Subrecipient to reimburse Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that Subrecipient return to Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program;

(f) Require that Subrecipient return to Department any property or equipment purchased with grant funds, or received after having been purchased with grants funds, that has not been properly disposed of in accordance with Subrecipient's property disposal policy, and

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

(h) The pursuit of any one of the above remedies shall not preclude Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by Department of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of Department hereunder, or affect the subsequent exercise of the same right or remedy by Department for any further or subsequent default by Subrecipient.

(15) Termination.

(a) Department may terminate this Agreement for cause upon thirty (30) days written notice. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing Subrecipient with thirty (30) calendar days prior written notice.

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

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

(16) Notice and Grant Administration.

(a) Department's grant manager is Lorin Mock, located at 11655 Northwest Gainesville Road, Ocala, Florida 34482-1486.

(b) Subrecipient's grant manager is listed on the signature page of this agreement.

(c) All written and verbal approvals referenced in this Agreement must be obtained from the parties' grant or designees. Notices required to be in writing must be delivered or sent to the intended recipient by hand delivery, certified mail or receipted courier, electronic or facsimile transmission, and shall be deemed received on the date received or the date of the certification of receipt.

(d) In the event that different grant managers are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be tendered as provided in subparagraph (c) above.

(17) Complete Agreement. This Agreement and its Attachments incorporated herein by reference, contain all the terms and conditions agreed upon by the parties.

(18) Attachments are as follows:

(a) Attachment A Proposed Program Budget and Budget Detail Worksheet, and its subparts, consisting of:

A1 – Scope of Work;
A2 – Program Statutes and Regulations;
A3 – Warranties and Representations;
A4 – Certification Regarding Debarment, Suspension, Ineligibility, and
A5 – Statement of Assurances.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(19) Repayments. All refunds or repayments to be made to Department under this Agreement are to be made payable to the order of "Department of Financial Services," and mailed directly to Department at the following address:

Department of Financial Services
Accounts Receivable
200 Gaines Street
Tallahassee, Florida 32399-0333

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

(20) Property and Equipment Purchased with Grant Funds. Property and equipment purchased with grant funds, or received after being purchased with grant funds, must be identified as such on the property and equipment so that such property and equipment can be identified for monitoring and site visit purposes. When the property and equipment no longer has a useful life, it shall be disposed of through Subrecipient's property disposal policy, and documentation provided to the Department. If for any reason, including dissolution, Subrecipient elects to discontinue its participation in this Agreement, all property and equipment purchased with grant funds, or received after being purchased with grant funds, not previously disposed of in accordance with Subrecipient's property disposal policy, must be returned to Department.

(21) Standard 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 Subrecipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of Department and with thirty (30) days written notice to Subrecipient, cause the termination of this Agreement and the release of Department from all its obligations to Subrecipient.

(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 lie in the Circuit Court of Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original. Facsimile and electronic signatures may be taken as originals.

(e) Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate 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 Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) With respect to any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, Subrecipient 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 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 subparagraph (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.

Where Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation to this Agreement. In addition, Subrecipient shall submit to Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (within Attachment A) for each prospective subcontractor which Subrecipient intends to fund under this Agreement. Such form must be received by Department prior to Subrecipient entering into a contract with any prospective subcontractor.

(h) Department reserves the right to unilaterally cancel this Agreement for refusal by Subrecipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Subrecipient in conjunction with this Agreement.

(i) 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")]. Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by Department.

(j) Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any 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, Florida Statutes.

(k) Unless inconsistent with the public interest or unreasonable in cost, 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.

(l) Both Subrecipient and Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment A, including its subparts.

(m) Subrecipient shall assure compliance itself and by its subcontractors or subrecipients, with CFO Memorandum No. 4 (2005-06), effective June 30, 2006; including but not limited to the following provisions:

1. Those subject to this Agreement may charge only allowable costs resulting from obligations incurred during the term of the Agreement.

2. Any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

3. Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the State and in compliance with applicable rules and regulations, including, but not limited to Sections 287.057 and 216.3475, Florida Statutes.

A copy of the Memorandum can be accessed on the SFM website.

(22) Lobbying Prohibition.

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

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

1. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence a federal, state, or local official, or employee thereof, in connection with the awarding of any federal contract, the making of any Subrecipient grant or contract, 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 a federal, state, or local official, or employee thereof, in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(23) 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 SUBRECIPIENT TO THE STATE OF FLORIDA.

(a) If Subrecipient brings to the performance of this Agreement a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, Subrecipient shall refer the discovery or invention to Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, Subrecipient shall notify Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. Subrecipient 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. Department shall then, under paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(24) Assurances. Subrecipient shall comply with all Statements of Assurance incorporated in Attachment A5.

(25) Legal Authorization. Subrecipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. Subrecipient also certifies that the undersigned possesses the authority to legally execute and bind Subrecipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials.

SEMINOLE COUNTY	DEPARTMENT OF FINANCIAL SERVICES
Signature: _____	By_____
By: Bob Dallari	Title_____
Title: Chairman	Signature_____
Date signed: _____	Date signed _____

ATTEST:

_____

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

Grant Administrator: Jennifer Bero, Fiscal Services Department, 1101 E First St, Sanford, FL 32771; jbero@seminolecountyfl.gov; (407) 665-7163

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 Subrecipient is to utilize the approved FY2008 Domestic Security Project Templates for each respective Issue as the guide for eligible reimbursement.
- All equipment approved for purchase in accordance with FY2008 Domestic Security Project Templates must be on the FY 2008 Authorized Equipment List (AEL) and include that reference number on all reimbursement requests. The AEL can be found at https://www.rkb.us.
- The transfer of funds between the categories listed in the "Proposed Program Budget" is strictly prohibited.
- The approved FY2008 Domestic Security Project Templates do not provide for the use of Management and Administration costs by the Subrecipient.

Grant	Recipient Agency	Category	Amount Allocated
State Homeland Security Grant Program – Issues 05, 12 and 16	Seminole County Fire Rescue	**Planning**	$ 0.00
		Training Issue 16 – Sustainment of Training for IMT, USAR & Hazmat	$140,721
		Exercise	$ 0.00
		Equipment Issue 05 –USAR and HazMat Sustainment	$107,500
		Issue 12 – Critical Needs for USAR and HazMat	$269,350

Budget Detail Worksheet

The following approved FY2008 Domestic Security Project Templates, as assigned for each Issue, provide a completed budget detail worksheet for the Subrecipient, which accounts for the total award.

The Subrecipient may not independently alter or amend the intent of approved FY2008 Domestic Security Project Templates for funding of the respective Issues without the prior approval the Department through the grant manager and with the concurrence of the Fire/Rescue Domestic Security Funding Committee. If any changes need to be requested, after the execution of this Agreement, contact the grant manager listed in this Agreement via email or letter.

Subrecipient: Seminole County Fire Rescue

Issue 05 –USAR and HazMat Sustainment

Recipient Agency	Item Description	Category	Quantity	Unit Cost	Total Cost
Seminole County Fire Rescue-Task Force 4	maintenance and replacement of equipment (5% of total cache value)	Equipment	1	$72,000	$72,000
Seminole County Fire Rescue	Sustainment of items previously purchased under Federal Funds	Equipment	1	$35,900	$35,900

Issue 12 – Critical Needs for USAR and HazMat

Recipient Agency	Item Description	Category	Quantity	Unit Cost	Total Cost
Task Force 4-Seminole County Fire Rescue	Purchase identified Shortfalls in equipment cache (TF-4)	Equipment	1	$242,202	$269,350

Issue 16 – Sustainment of Training for IMT, USAR & HazMat

Recipient Agency	Item Description	Category	Quantity	Unit Cost	Total Cost
Task Force 4-Seminole County Fire Rescue	Specialized Training of approved G&T Courses	Training	1	119,436	$119,436
Seminole County Fire Rescue	Specialized Training of approved G&T Courses	Training	1	$21,285	$21,285

ATTACHMENT A1

Scope of Work

Funding is provided to per form eligible activitie s as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2008 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Other Eligible Activities

A. Equipment Acquisition

FY 2008 SHSP funds may be used for equipment acquisition in accordance with the approved funding identified in the FY2008 Domestic Security Project Templates, as assigned for ea ch equipm ent category Issues, from the 21 equip ment categories listed in the FY 2008 Grants & Training (G&T) Authorized Equip ment List (AEL). The FY 2008 AEL is available in its entirety online through the Responders Knowledge Bas e (RKB) at https://www.rkb.us. The equipment Issues are outlined below.

Specific Issues as described below are included in this Category

Issue 05 – USAR and HazMat Sustainment

This project funds the sustainment effort of the 7 USAR Task Forces and 29 Regional HazM at Teams. Sustainment is identified as the repla cement of like items, from approved equip ment caches, which were previous ly purchased with similar grant funding. The FY2008 Domestic Security Project Templates further identify items approved for s ustainment from the following lists:

Maintenance Costs for Hazmat Equipment issued from ODP Funds							
2008 Replacement Schedule (Based on July 2003 Delivery)							
Est. Life	**Class**	**EQUIPMENT**	**MODEL**	**MANUFACTURER**	**QTY**	**Ea.**	**Total Cost**
1	Hazmat Cad	Source check 12month			1	$75.00	$75.00
1	APD 2000	Wipe down test			4	$25.00	$100.00
1	APD 2000	Maintenance contract			1	$315.00	$315.00
1	20/20 Gene	Protein Detection Kits	BioCheck	20/20 Gene Systems	24	$20.00	$480.00
1	APD 2000	Warranty (parts, labor, & return)			1	$850.00	$850.00
1	Hazmat Cad	4 sensor replacement 13 month			1	$1,000.00	$1,000.00
1	Hazmat Cad	Warranty (parts, labor, return)			1	$1,200.00	$1,200.00
1	HHA	HHA Presumptive Test Kits	DOD	DOD	12	$55.00	$660.00
1	HP 450	Tri-color cartridge	c6657AN	HP	2	$36.00	$72.00
1	HP 450	Black cartridge	c6656	HP	2	$20.00	$40.00
1	Ludlum	Calibration of Ludlum		Ludlum Measurements Inc	1	$300.00	$300.00
1	SAM	Maintenance/ Calibration contract		Coastal Environmental Systems	1	$1,000.00	$1,000.00
1	Sapphire	sampling hose	CR015AB	Thermo Electron	2	$41.00	$82.00
1	Sapphire	Zero Air 105L			1	$119.00	$119.00
1	Sapphire	Isobutylene 100PPM			1	$119.00	$119.00
1	Sapphire	Methane 100PPM			1	$119.00	$119.00
1	Sapphire	Expedited Repair Service	81020-EXRP	Thermo Electron	1	$560.00	$560.00
1	TVA 1000B	metal filter for PID/FID (5/pk)	620090	Thermo Electron	1	$27.00	$27.00
1	TVA 1000B	3/8" tubing	CR015FA	Thermo Electron	2	$38.00	$76.00
1	TVA 1000B	Flame arrestor, kit (5/pk)	CR013KP	Thermo Electron	1	$110.00	$110.00
1	TVA 1000B	Expedited Repair Service	81020-EXRP	Thermo Electron	1	$560.00	$560.00
1	TVA 1000B	Expanded Service Warranty 1 yr	81020-ESW1	Thermo Electron	1	$400.00	$400.00
1	Wireless Monitor	Calibration gases			5	$200.00	$1,000.00
3	Handheld 4 gas	Lithium Ion Battery Pack			3	$159.00	$477.00
3	Handheld 4 gas	PID sensor			3	$300.00	$900.00
3	M256	M256 Kit (12/08)	55851		2	$171.73	$343.46
5	Level A	Trellborg TLU/ Tychem SL	TLU/ 10000	Trelleborg/ Tychem	6	$850.00	$5,100.00
1	Travel IR	Partnership Programs 1yr			1	$5,000.00	$5,000.00
5	Therm. Ima. Cam	Warranty (parts, labor, return)			1	$1,000.00	$1,000.00
1	MSA Safesite	Warranty (parts, labor, return)			1	$10,000.00	$10,000.00
1	MSA Safesite	sensors			12	$275.00	$3,300.00
1	MSA Sirius	warranty			3	$650.00	$1,950.00
1	Hapsite	maintenance			1	$2,000.00	$2,000.00
1	shipping	freight/ insurance			1	$600.00	$600.00
Sub-total							$39,934.46
Cost increase of 8%							$3,194.76
2008 Maintenance Costs							$43,129.22

2005 TYPE II FLORIDA USAR EQUIPMENT CACHE LIST

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
RESCUE SECTION								
PNEUMATIC POWERED TOOLS						Estimated Costs		
Description	**Manufacturer(s)**	**Model / Part #(s)**	**Qty**	**Have**	**Need**	**Unit**	**Extended**	**Budget**
Air bag, lifting, high-pressure, Kevlar, High Pressue US&R Lift Bag kit	Paratech	Maxiforce 889350	1	0	1	$34,000.00	$34,000.00	$34,000.00
Kit contains the following: 4 ea. KPI-1, 4 ea. KPI-3, 4 ea. KPI-5, 4 ea. KPI-12, 2 ea. KPI-17, 2 ea. KPI-26, 2 ea. KPI-44, 2 ea. KPI-35L, 4 ea. KPI-74, 20 ea. Inline Relief Valves, 2 ea. Master Control Packages								
Air bag, lifting, high-pressure, Kevlar, 92 Ton 7 Bag Set	Paratech	Maxiforce 889092	1	0	1	$4,000.00	$4,000.00	$4,000.00
Kit contains the following: 1 ea. KPI-1, 1 ea. KPI-3, 1 ea. KPI-5, 1 ea. KPI-12, 1 ea. KPI-17, 1 ea. KPI-22, 1 ea. KPI-32								
Air bag, lifting, low-pressure set, complete, 26 Ton Lift Kit	Paratech	887106K	1	0	1	$12,000.00	$12,000.00	$12,000.00
Kit contains the following: 2. ea. Type D/K Air Cushion, 1. ea. Carrying Valise, 1. ea. Dual Controller, 1. ea. Low pressure hose, 1 ea. Low pressure hose, 1. ea. 16' Red Hose, 1. ea. Repair Kit, 1 ea. Pressure Regulator								
Chisel Kit, pneumatic (300 psi), complete, w/ accessories	ART	Quick Cut	2	0	2	$1,595.00	$3,190.00	$3,190.00
Kit contains the following: 1 ea. Chisel, pneumatic, chisel, Bull point 16", 1 ea. Chisel, pneumatic, Dual cutter 10", 1 ea. Chisel, pneumatic, Dual cutter & 1 ea. Chisel,			1	0	1	$0.00	$0.00	$0.00
Chisel, pneumatic, Plug driver			1	0	1	$35.60	$35.60	$35.60
Chisel, pneumatic, Rubber plugs			12	0	12	$17.80	$213.60	$213.60
Gun, nail, pneumatic, 8D through 16D general purpose	Hilti	DX36M	2	0	2	$614.75	$1,229.50	$1,229.50
Gun, nail, pneumatic, Air hose, 50' sections			6	0	6	$12.24	$73.44	$73.44
Gun, nail, pneumatic, Nails, 8D, box			1	0	1	$111.24	$111.24	$111.24
Gun, nail, pneumatic, Nails, 16D, box			1	0	1	$111.24	$111.24	$111.24
Gun, Nail, pneumatic, Palm Nailer	Porter Cable	PN650	2	0	2	$150.00	$300.00	$300.00
Shore System, Pneumatic, Rescue Strut 50,000 LB crush strength	Paratech	796900	1	0	1	$45,000.00	$45,000.00	$45,000.00
Kit contains the following: 4 ea. 12" Struts, 4 ea. 18" Struts, 4 ea. 24" Struts, 4 ea. 36" Struts, 4 ea. 54" Struts, 4 ea. 118" Long Shores, 4 ea. 12" Strut Extensions, 4 ea. 24" Strut Extenstions, 4 ea. 36" Strut Extensions, 2 ea. Dual Deadman Controlle								
Shore, Expandable, Raker system, Raker Shore Set FEMA8	Paratech	22-796480	1	0	1	$13,000.00	$13,000.00	$13,000.00
Kit contains the following: 4 ea. Rescue Strut 812, 2 ea. Extension 235, 2 ea. Extension 435, 2 ea. Extention 635, 2 ea. Raker Rail 4, 2 ea. Raker Rail 8 , 2 ea. Hinged Baseplate 12, 4 ea. Raker Rail Latch Base, 2 ea. Raker Junction Base, 4 ea. Raker Brac								
Shore, Expandable, 16 Shore Trench Kit	Paratech	22-796882	1	0	1	$18,000.00	$18,000.00	$18,000.00
Kit contains the following: 2 ea. 12" Struts, 8 ea. 18" Struts, 6 ea. 24" Struts, 2 ea. 36" Struts, 4 ea. 6" Strut Extensions, 8 ea. 12" Strut Extensions, 6 ea. 24" Strut Extensions, 1 ea. Dual Deadman Controller, 1 ea. Piston Type Regulator, 2 ea. 32' Ye								
Shore, Expandable, TriPod Conversion Kit	Paratech	796300	1	0	1	$1,700.00	$1,700.00	$1,700.00
Shore, Expandable, 24-36" Acme Thread Rescue Strut	Paratech	796200	2	0	2	$290.00	$580.00	$580.00
Shore, Expandable, 36-57" Acme Thread Rescue Strut	Paratech	796202	2	0	2	$370.00	$740.00	$740.00
Shore, Expandable, Elevator Support Unit Adapter Kit	Paratech	796260	1	0	1	$3,000.00	$3,000.00	$3,000.00
Shore, Expandable, 4"x4" Channel Base	Paratech	796134	4	0	4	$90.00	$360.00	$360.00
Shore, Expandable, Angle Base	Paratech	796092	6	0	6	$130.00	$780.00	$780.00
TOTAL THIS SECTION							**$113,264.62**	**$113,264.62**
RESCUE SECTION								
ELECTRIC POWERED TOOLS						Estimated Costs		
Description	**Manufacturer(s)**	**Model / Part #(s)**	**Qty**	**Have**	**Need**	**Unit**	**Extended**	**Budget**
Cutter, Rebar, electric, maximum cutting capacity 1", or equivalent	ACI	MANDC	2	0	2	$2,587.45	$5,174.90	$5,174.90
Cutter, Rebar, electric, replacement tip set	ACI	MANT	4	0	4	$147.00	$588.00	$588.00
Hammer, Demolition, electric, 40 lb., kit	Hilti	TE 905 AVR	2	0	2	$1,600.00	$3,200.00	$3,200.00
Hammer, Demolition, 40 lb. Moil/Bull point, 10"			4	0	4	$27.81	$111.24	$111.24
Hammer, Demolition, 40 lb.Moil/Bull point, 18"			4	0	4	$27.81	$111.24	$111.24
Hammer, Demolition, 40 lb., Chisel point, 1" x 10"			4	0	4	$27.81	$111.24	$111.24
Hammer, Demolition, 40 lb., Chisel point, 1" x 18"			4	0	4	$27.81	$111.24	$111.24
Hammer, Demolition, electric, 60 lb., Kit	Bosch	Brute	3	0	3	$1,589.88	$4,769.64	$4,769.64
Hammer, Demolition, 60 lb., Chisel point, 10"			2	0	2	$27.81	$55.62	$55.62
Hammer, Demolition, 60 lb., Chisel point, 1" x 18"			2	0	2	$27.81	$55.62	$55.62
Drill/Hammer, electric, 1/2" variable speed, industrial grade w/ case	Hilti	TE 2M	2	0	2	$300.00	$600.00	$600.00
Drill bits, steel, 1/8" - 5/8", set			2	0	2	$55.62	$111.24	$111.24
Drill bits, carbide tip, 1/4" - 5/8", set			2	0	2	$166.86	$333.72	$333.72
Drill extensions, set			1	0	1	$111.24	$111.24	$111.24
RESCUE SECTION								
ELECTRIC POWERED TOOLS (continued)						Estimated Costs		
Description	**Manufacturer(s)**	**Model / Part #(s)**	**Qty**	**Have**	**Need**	**Unit**	**Extended**	**Budget**
Drill, Ship Augers, 1/2" - 1-1/2", set			1	0	1	$250.29	$250.29	$250.29
Die grinder (Wizzer saw) electric or pneumatic	Hilti	DC500S+blades	2	0	2	$364.74	$729.48	$729.48
Hammer, electric, rotary, HD 1-1/2" (min.), Cordless	Hilti	TE 6-A	2	0	2	$978.99	$1,957.98	$1,957.98
Hammer, electric, rotary, Spare Batteries	Hilti	333969	2	0	2	$75.00	$150.00	$150.00
Hammer, electric, rotary, Bit, spline shank, 3/8" diamond / carbide tipped,			4	0	4	$83.43	$333.72	$333.72
Hammer, electric, rotary, Bit, 1/2" Drill and diamond / carbide tipped	Hilti	TE 76 ATC/TEY1/2-13	3	0	3	$1,453.84	$4,361.52	$4,361.52
Hammer, electric, rotary, Bit, 1" diamond / carbide tipped			4	0	4	$194.67	$778.68	$778.68
Hammer, electric, rotary, Bit, 1-1/2" diamond / carbide tipped			4	0	4	$222.48	$889.92	$889.92
Hammer, electric, rotary, Adapter, "B" taper			2	0	2	$50.06	$100.12	$100.12
Hammer, electric, rotary, Adapter, SDS			2	0	2	$50.06	$100.12	$100.12
Hammer, electric, rotary, Points, bull			6	0	6	$33.37	$200.22	$200.22
Hammer, electric, rotary, Chisels, cold			6	0	6	$33.37	$200.22	$200.22
Hammer, electric, rotary, Bit, 2½", diamond / carbide-tipped			4	0	4	$333.72	$1,334.88	$1,334.88
Hammer, electric, rotary, Bit, bull point, 10"			4	0	4	$33.37	$133.48	$133.48
Hammer, electric, rotary, Bit, chisel point, 10"			4	0	4	$33.37	$133.48	$133.48
Pump, submersible, electricor air operated			1	0	1	$500.00	$500.00	$500.00
Hose, Fire 1½" (NST thread) 50'			4	0	4	$77.87	$311.48	$311.48
Hose, Fire, Adapter, 3" to 1-1/2"			2	0	2	$44.50	$89.00	$89.00
Hose, Fire, Adapter, 2-1/2" to 1-1/2"			2	0	2	$13.35	$26.70	$26.70
Hose, Manifold, HazMat Adapter, 1 1/2"	KOCHEK	AJ09901	1	0	1	$24.00	$24.00	$24.00
Hose, Manifold, HazMat Adapter, 2 1/2"	KOCHEK	AJ09902	1	0	1	$40.00	$40.00	$40.00
Saw, Electric, Band Saw	Milwaukee	6239	1	0	1	$289.00	$289.00	$289.00
Saw, Electric, Band Saw, Blade, Milwaukee Bi-Metal Super-Tough® Band Saw Blades, 44-7/8" x 1/2" x .020	Milwaukee		3	0	3	$8.15	$24.45	$24.45
Saw, electric, reciprocating, variable speed, heavy duty, w/ case, Cordless, 24 volt	Hilti	WSR 650A PE	2	0	2	$333.72	$667.44	$667.44
Saw, battery, for cordless reciprocating saw	Hilti		2	0	2			$0.00
Saw, reciprocating, Bottle, spray, plastic, w/ soap solution			2	0	2	$2.22	$4.44	$4.44
Saw, reciprocating, Blades reciprocating bi-metal, shatterproof			100	0	100	$7.79	$779.00	$779.00
Saw, reciprocating, Blades reciprocating wood-cutting, shatterproof			100	0	100	$7.79	$779.00	$779.00
Saw, chain, electric, 12" bar			2	0	2	$200.23	$400.46	$400.46

Saw, circular, electric, 10-¼" heavy-duty w/ case, Worm dirve	Big Foot	SBFX BF HD 77	2	0	2	$333.72	$667.44	$667.44
Saw, circular, electric, 7-¼" heavy-duty w/ case	Milwaukee		2	0	2	$166.86	$333.72	$333.72
Saw, circular, Blades, 7¼" circular carbide tip, combination rip/crosscut			12	0	12	$22.25	$267.00	$267.00
Saw, circular, Blades, 10-1/4" circular, carbide tip, combination rip/crosscut			12	0	12	$55.62	$667.44	$667.44
TOTAL THIS SECTION							**$32,969.62**	**$32,969.62**

RESCUE SECTION

POWER TOOLS

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Saw, chain, gasoline-powered, direct drive, Concrete Cutting	Partner	K950	2	0	2	$1,400.00	$2,800.00	$2,800.00
Saw, chain, gasoline-powered, Concrete Cutting Chain			11	0	11	$525.00	$5,775.00	$5,775.00
Saw, chain, gasoline-powered, Bars, for gas powered concrete cutting chain saw			8	0	8	$55.62	$444.96	$444.96
Saw, chain, gasoline-powered, Filters and spark plugs for gas-powered concrete cutting chain saw			20	0	20	$16.69	$333.80	$333.80
Saw, chain, 16" gasoline-powered, 2 cycle, direct drive	Stihl	MS440	8	0	8	$810.00	$6,480.00	$6,480.00
Saw, chain, 18" gasoline-powered, Chains 16", carbide tip, laser weld			24	0	24	$19.73	$473.52	$473.52
Saw, chain, 16" gasoline-powered, Wood chisel blades			24	0	24	$110.00	$2,640.00	$2,640.00
Saw, chain, 16" gasoline-powered, Bars 16", for gas powered chain saw, roller tip			8	0	8	$50.00	$400.00	$400.00
Saw, chain, 16" gasoline-powered, Filters and spark plugs for Stihl or equivalent gas-powered chain saw			20	0	20	$16.69	$333.80	$333.80
Saw, chaps	Stihl	BLK36" L	10	0	10	$100.00	$1,000.00	$1,000.00

RESCUE SECTION

POWER TOOLS (continued)

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Saw, chain, 16" gasoline-powered, Saw maintenance kit, field, (fuel/oil mix, bar oil, hand tools, belt or scabbard)			8	0	8	$27.81	$222.48	$222.48
Saw, gasoline, 14" or 16" power rotary blade, 1" arbor, w/case	Partner	K950	2	0	2	$1,446.12	$2,892.24	$2,892.24
Saw, gasoline, 14" or 16" power rotary blade, Filters/spark plugs			8	0	8	$16.69	$133.52	$133.52
Saw, gasoline, 14" or 16" power rotary blade, Belts, drive			4	0	4	$22.25	$89.00	$89.00
Saw, gasoline, 14" or 16" power rotary blade, Blades, diamond tip, reinforced concrete-cutting			10	0	10	$239.17	$2,391.70	$2,391.70
Saw, gasoline, 14" or 16" power rotary blade, Blade, carbide tip			4	0	4	$77.87	$311.48	$311.48
Saw, gasoline, 14" or 16" power rotary blade, Blade, steel cutting abrasive			20	0	20	$14.48	$289.20	$289.20
Saw, gasoline, power rotary Ring blade, Kit	Partner	K950	2	0	2	$2,500.00	$5,000.00	$5,000.00
Saw, Ring Saw Blade	Partner	ELR45	2	0	2	$425.00	$850.00	$850.00
Vehicle Rescue System, Spreader, battery powered	Power Hawk	PT-18 Damage Control Kit	1	0	1	$8,343.00	$8,343.00	$8,343.00
TOTAL THIS SECTION							**$41,203.70**	**$41,203.70**

RESCUE SECTION

HYDRAULIC POWERED TOOLS

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Stanley Breaker, hydraulic, 90 lb.or equivalent			1	0	1	$2,831.06	$2,831.06	$2,831.06
Stanley Breaker, hydraulic, Moil point bit, 14" or equivalent			1	0	1	$38.93	$38.93	$38.93
Stanley Breaker, hydraulic, Chisel, 3" x 14" or equivalent			1	0	1	$33.37	$33.37	$33.37
Stanley Breaker, hydraulic, Chisel, 1" x 14" or equivalent			1	0	1	$33.37	$33.37	$33.37
Stanley Breaker, hydraulic 45 lb.or equivalent			1	0	1	$2,113.56	$2,113.56	$2,113.56
Stanley Breaker, hydraulic, Moil point bit, 14" or equivalent			1	0	1	$38.93	$38.93	$38.93
Stanley Breaker, hydraulic, Chisel, 3" x 14" or equivalent			1	0	1	$33.37	$33.37	$33.37
Stanley Breaker, hydraulic, Chisel, 1" x 14" or equivalent			1	0	1	$33.37	$33.37	$33.37
Stanley Concrete chain saw, hydraulic, diamond blade, DS-11 or equivalent			1	0	1	$2,336.04	$2,336.04	$2,336.04
Stanley Concrete chain saw, hydraulic, Diamond segment chain, 15" (hard concrete, heavy steel reinforcing)			6	0	6	$778.68	$4,672.08	$4,672.08
Stanley Concrete chain saw, hydraulic, Diamond segment chain, 15"(medium concrete, moderate steel reinforcing)			6	0	6	$778.68	$4,672.08	$4,672.08
Stanley Concrete chain saw, hydraulic, Chain service kit or equivalent			2	0	2	$333.72	$667.44	$667.44
Stanley Concrete chain saw, hydraulic, Saw bar, 15" or equivalent			2	0	2	$333.72	$667.44	$667.44
Stanley Concrete chain saw, hydraulic, Water pump accessory or equivalent			1	0	1	$723.06	$723.06	$723.06
Ring Saw, hydraulic	Partner	K3600	1	0	1	$4,100.00	$4,100.00	$4,100.00
Ring Saw, Blades	Partner	ELR70	3	0	3	$425.00	$1,275.00	$1,275.00
Stanley Cut off saw	Stanley	CO25541	1	0	1	$2,000.00	$2,000.00	$2,000.00
Stanley Concrete Cut off saw, hydraulic, Metal cutting abrasive wheel, 14" diameter X 1" arbor or equivalent			4	0	4	$22.25	$89.00	$89.00
Stanley Hammer drill, hydraulic, Bit, carbide, 1" X 24" or equivalent			2	0	2	$133.49	$266.98	$266.98
Stanley Hammer drill, hydraulic, Bit, carbide, 1½" X 24" or equivalent			2	0	2	$200.23	$400.46	$400.46
Stanley Hammer drill, hydraulic, Bit, carbide, 2" X 24" or equivalent			2	0	2	$444.96	$889.92	$889.92
Stanley Hammer drill, hydraulic, Service and maintenance kit or equivalent			1	0	1	$371.52	$371.52	$371.52
Stanley,Coring Drill, hydraulic, Capable of drilling a 2" diameter hole 8" deep w/ case & portable tank	Stanley	CD10100	1	0	1	$3,200.00	$3,200.00	$3,200.00
Hydraulic Vehicle Rescue System Power unit, hydraulic, 4-cycle gasoline, Heavy Duty			1	0	1	$4,075.00	$4,075.00	$4,075.00
Power unit, hydraulic, medium-duty, compact, Bantum Power Unit			1	0	1	$3,500.00	$3,500.00	$3,500.00
Tool Bracket Set			1	0	1	$425.00	$425.00	$425.00
Hydraulic Vehicle Rescue System, Fuel Filters			5	0	5	$18.50	$92.50	$92.50

RESCUE SECTION

HYDRAULIC POWERED TOOLS (continued)

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Hydraulic Vehicle Rescue System, Spark plugs			5	0	5	$7.10	$35.50	$35.50
Hydraulic Vehicle Rescue System, Cutter, 4-cycle gasoline, electric, battery powered or equivelent, Heavy Duty			1	0	1	$3,800.00	$3,800.00	$3,800.00
Hydraulic Vehicle Rescue System, Cutter, 4-cycle gasoline, electric, battery powered or equivelent			1	0	1	$3,795.00	$3,795.00	$3,795.00
Hydraulic Vehicle Rescue System, Ram, hydraulic, min. 48" length, 4-cycle gasoline, electric, battery powered or equivelent			2	0	2	$1,590.00	$3,180.00	$3,180.00
Hydraulic Vehicle Rescue System, Ram, hydraulic, min. 28" length, 4-cycle gasoline, electric, battery powered or equivelent			2	0	2	$1,595.00	$3,190.00	$3,190.00
Hydraulic Vehicle Rescue System, Ram, hydraulic, min. 18" length, 4-cycle gasoline, electric, battery powered or equivelent			2	0	2	$1,150.00	$2,300.00	$2,300.00
Hydraulic Vehicle Rescue System, Hose, hydraulic, 25-foot section			8	0	8	$475.00	$3,800.00	$3,800.00
Hydraulic Vehicle Rescue System, Ram accessory kit			4	0	4	$443.00	$1,772.00	$1,772.00
Hydraulic Vehicle Rescue System, Pump, manual, hydraulic			1	0	1	$1,200.00	$1,200.00	$1,200.00
Power unit, hydraulic, medium-duty, compact,			1	0	1	$3,425.00	$3,425.00	$3,425.00
Power unit, hydraulic, Hoses, ½" X 50 ft., dual hoses			2	0	2	$750.00	$1,500.00	$1,500.00
Power unit, hydraulic, Couplings, NPT MALE			6	0	6	$62.00	$372.00	$372.00
Power unit, hydraulic, Couplings, NPT FEMALE			6	0	6	$85.00	$510.00	$510.00
Power unit, hydraulic, Hydraulic fluid filter			1	0	1	$21.81	$21.81	$21.81
Hydraulic Breaching Tool, Hydra-Ram II	Hyrdra-Ram	HR-2	6	0	6	$1,700.00	$10,200.00	$10,200.00
TOTAL THIS SECTION							**$68,480.79**	**$68,480.79**

2005 TYPE II FLORIDA USAR EQUIPMENT CACHE LIST

RESCUE SECTION

MISCELLANEOUS TOOLS

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Nail, Gun, piston-activated, 27 caliber-autofeed, w/ case and accessories	Hilti	DX36M	2	0	2	$614.75	$1,229.50	$1,229.50
Nail, Gun, piston-activated, Pins, 2", HD, w/ washers			1000	0	1000	$0.11	$110.00	$110.00
Nail, Gun, piston-activated, Pins, 3¼", HD, w/ washers			1000	0	1000	$0.11	$110.00	$110.00
Nail, Gun, piston-activated, Loads, medium			1000	0	1000	$0.22	$220.00	$220.00
Nail, Gun, piston-activated, Loads, HD			1000	0	1000	$0.22	$220.00	$220.00
Shoring, Panels, 4' X 8' Finform 14 ply w/ 2"X12" stringlacks			8	0	8	$250.00	$2,000.00	$2,000.00
Steel Pickets (1" X 4') (subject to current cost of cold rolled steel) Rebar Steel			12	0	12	$20.00	$240.00	$240.00
Torch, oxygen/fuel gas, portable kit, w/ attachments (gauges, hoses, wands), Portable Cutting System (PCS)	Petrogen	6000	1	0	1	$1,374.68	$1,374.68	$1,374.68
Torch, oxygen/fuel gas, portable kit, w/ attachments (gauges, hoses, wands), PETROGEN® Heavy Rescue Outfit	Petrogen	6050	1	0	1	$1,500.00	$1,500.00	$1,500.00
Torch, oxygen/fuel gas, optional kit, PETROGEN® Option Group A	Petrogen	6051	1	0	1		$0.00	$0.00
Torch oxy/acetylene kits, large bore, w/attachments (gauges, noses, wands, adapters and safety equipment) minus bottles	Victor	Journeyman #4	2	0	2	$409.00	$818.00	$818.00
Torch, oxygen/fuel gas, rotary striker			20	0	20	$5.56	$111.20	$111.20
Torch, exothermic, complete	Victor	ARCAIR	1	0	1	$2,095.00	$2,095.00	$2,095.00
Torch, exothermic, Rods, spare, 25 box	Victor	ARCAIR Rods	2	0	2	$64.00	$128.00	$128.00
Camera, Thermal imaging, Infrared, non-Fire Service model, w/o charger, storage case, hand/neck strap, 2-spare batteries	Diop	Cadet	4	0	4	$16,500.00	$66,000.00	$66,000.00
TOTAL THIS SECTION							**$76,156.38**	**$76,156.38**

RESCUE SECTION

HAND TOOLS

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Axe, flat head, with fiberglass handle			5	0	5	$44.50	$222.50	$222.50
Axe, Pick head, with fiberglass handle			4	0	4	$44.50	$178.00	$178.00
Axe, Pry (w/ standard claw and leather sheath)			4	0	4	$222.48	$889.92	$889.92
Bar, pry, pinch point, 60"			8	0	8	$55.62	$444.96	$444.96
Bar, Halagon			6	0	6	$150.00	$900.00	$900.00
Bar, wrecking 18"			4	0	4	$11.12	$44.48	$44.48
Bar, pry, pinch point 48"			6	0	6	$44.50	$267.00	$267.00
Bar, wrecking 30"			8	0	8	$22.25	$178.00	$178.00
Belt, carpenter, quick disconnects, with 2 pouches			6	0	6	$44.50	$267.00	$267.00
Bucket, plastic, 5 gallon, with handle			6	0	6	$2.22	$13.32	$13.32
Bucket, collapsible, 12" X 17"			6	0	6	$33.37	$200.22	$200.22
Carrier, debris, 4' x 4'			4	0	4	$88.99	$355.96	$355.96
Chalk, line, 50'			2	0	2	$11.12	$22.24	$22.24
Chisel, cold, diamond point, 8"			3	0	3	$13.35	$40.05	$40.05
Chisel, cold, floor, 12"			3	0	3	$16.69	$50.07	$50.07
Chisels, wood, assorted (not to exceed 8 chisels total), set			1	0	1	$88.99	$88.99	$88.99
Crayon, lumber, assorted colors			100	0	100	$1.11	$111.00	$111.00
Cutter, bolt, 18"			5	0	5	$44.50	$222.50	$222.50
Cutter, bolt, 36"			1	0	1	$88.99	$88.99	$88.99
Cutter, pipe, multiple head, 1 - 2-1/2"			1	0	1	$222.48	$222.48	$222.48
Cutter, wire and cable, 28", fiberglass handles			1	0	1	$88.99	$88.99	$88.99
Ellis, jack, 4X4, 25#			2	0	2	$50.06	$100.12	$100.12
Ellis, jack, post cap screw, 4X4, w/ adjustable base			4	0	4	$33.37	$133.48	$133.48
Ellis, clamps, pair			25	0	25	$11.12	$278.00	$278.00
Ellis, swivel base, 4X4			2	0	2	$44.50	$89.00	$89.00
Hacksaw, high tension, contractor grade			4	0	4	$27.81	$111.24	$111.24
Hacksaw, Blades, 12" - 18 teeth per inch, shatterproof			25	0	25	$2.22	$55.50	$55.50
Hacksaw, Blades, 12" - 24 teeth per inch shatterproof			25	0	25	$2.22	$55.50	$55.50
Hammer, sledge, 3 or 4 lb.			2	0	2	$83.43	$166.86	$166.86
Hammer, sledge, 10 or 12 lb.			2	0	2	$83.43	$166.86	$166.86
Hammer, framing straight claw, 22 oz., steel, mill face			6	0	6	$33.37	$200.22	$200.22
Hand truck, convertible into dolly, with pneumatic tires			3	0	3	$333.72	$1,001.16	$1,001.16
Hatchet, carpenter's			2	0	2	$38.93	$77.86	$77.86
Jack, hydraulic, 10 ton, low profile			2	0	2	$111.24	$222.48	$222.48
Jack, hydraulic, 20 ton, low profile			2	0	2	$111.24	$222.48	$222.48
Knife, utility, retractable blade, w/spare blades			6	0	6	$13.35	$80.10	$80.10
Ladder, attic, 10' folding			1	0	1	$278.10	$278.10	$278.10
Ladder, 18' Little Giant, or equivalent			2	0	2	$556.20	$1,112.40	$1,112.40
Level, 4 ft.			2	0	2	$44.50	$89.00	$89.00
Nails, common, 16D, Duplex, pound			50	0	50	$0.56	$28.00	$28.00
Nails, common, 8D, Duplex, pound			50	0	50	$0.56	$28.00	$28.00
Paint, spray, fluorescent, Case			100	0	100	$25.00	$2,500.00	$2,500.00
Pencils, carpenter			100	0	100	$1.11	$111.00	$111.00
Pick, 36" or standard			2	0	2	$55.62	$111.24	$111.24
Pulaski tool, standard			3	0	3	$33.37	$100.11	$100.11
Saw, keyhole			2	0	2	$24.47	$48.94	$48.94
Saw, 8-point, cross cut, hand			2	0	2	$27.81	$55.62	$55.62
Sheeting, plastic, 8 mil x 50' x 100', roll			2	0	2	$111.24	$222.48	$222.48
Shovel, Entrenching tool, with folding pick			7	0	7	$33.37	$233.59	$233.59
Shovel, 60", straight handle, spade point			6	0	6	$26.70	$160.20	$160.20
Shovel, 60", straight handle, square point			2	0	2	$26.70	$53.40	$53.40
Shovel, 30", D handle, square point			2	0	2	$26.70	$53.40	$53.40

RESCUE SECTION

HAND TOOLS (continued)

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Snips, tin, aviation type			12	0	12	$16.69	$200.28	$200.28
Square, speed			12	0	12	$16.69	$200.28	$200.28
Square, framing, 2 ft.			6	0	6	$16.69	$100.14	$100.14
Tamper, top post hole digger, one piece, high carbon steel, 69"			1	0	1	$27.81	$27.81	$27.81
Tape, flagging, 100 yd, roll (yellow), roll			6	0	6	$6.67	$40.02	$40.02
Tape, measuring, 100'			2	0	2	$27.81	$55.62	$55.62
Tape, measuring, 30' power return, 1" blade width			12	0	12	$27.81	$333.72	$333.72
Tape, Surveyors, Flourscent Green, roll			24	0	24	$2.22	$53.28	$53.28
Tape, Surveyors, Flourscent Red, roll			24	0	24	$2.06	$49.44	$49.44
Tarpaulin, polyethylene 12' x 18', heavy duty grommets			12	0	12	$27.81	$333.72	$333.72
Wedge, steel, 4 lb. square head			6	0	6	$11.12	$66.72	$66.72
Wrench, pipe, 36" aluminum			1	0	1	$166.86	$166.86	$166.86
Wrench, pipe, 18" aluminum			1	0	1	$88.99	$88.99	$88.99
Wrench, pipe, 12" aluminum			1	0	1	$38.93	$38.93	$38.93
TOTAL THIS SECTION							**$14,799.82**	**$14,799.82**

RESCUE SECTION

HEAVY RIGGING

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Cable, come-along, 3-ton	Certi	CH15	4	0	4	$400.00	$1,600.00	$1,600.00
Chain Hoist, 1 1/2 ton lever type	Certified Slings	LUGBBIRCHM	2	0	2	$346.30	$692.60	$692.60
Swivel Hoist Rings, 1/2" Steel, Crosby or other USA equivalent			4	0	4	$100.12	$400.48	$400.48
Eye Nuts, 1/2", Steel, Crosby or other USA equivalent			8	0	8	$8.00	$64.00	$64.00
Anchors, Wedge, concrete, 1/2" x 5-1/2", Ramset, Hilti, Strong-tie			25	0	25	$6.48	$162.00	$162.00
Wrench, Torque 1/2" drive, 250 Ft. Lb. Capacity, W/Socket			2	0	2	$228.04	$456.08	$456.08
Chain, 3/8"x10', grade 8, lifting, with Clevis, slip hooks and latches			2	0	2	$108.00	$216.00	$216.00
Chain, 3/8"x 20', grade 8, lifting, with Clevis, slip hook and latches			1	0	1	$145.00	$145.00	$145.00
Shackles, Screw Pin, 1-1/4", 12 ton			8	0	8	$68.95	$551.60	$551.60
Shackles, Screw Pin, 5/8" 3-1/4 ton			8	0	8	$15.18	$121.44	$121.44
Sling, Polyester roundsling, 20 ft. endless, 17,000 lb choker capacity			4	0	4	$147.50	$590.00	$590.00
Sling, Polyester roundsling, 10 ft. endless, 17,000 lb. choker capacity			4	0	4	$80.00	$320.00	$320.00

RESCUE SECTION

HEAVY RIGGING (continued)

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Slings, Synthetic, Heavy duty, 3" x 6', Type 3, Flat Eye, One Ply 3800 Lb. Choker Capacity			4	0	4	$26.82	$107.28	$107.28
Anchors, Wedge, concrete, 1/2" x 7", Ramset, Hilti, Strong-tie			25	0	25	$14.78	$369.50	$369.50
Round Sling, Corner/Wear Protection, 6" x 12" Sleeve			8	0	8	$28.25	$226.00	$226.00
Field Operations Guide, SCT, Corps of Engineers			8	0	8	$21.60	$172.80	$172.80
TOTAL THIS SECTION							$6,194.78	$6,194.78

RESCUE SECTION

PATIENT IMMOBILIZATION / EXTRICATION

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Stretcher system, Sked or equivalent			2	0	2	$556.20	$1,112.40	$1,112.40
Stretcher system, Traverse Rescue Stretcher	CMC	726600	1		1	$700.00	$700.00	$700.00
Cervical Collars or equivalent pediatric (Stiffneck or equivalent)			8	0	8	$11.12	$88.96	$88.96
Cervical Collars adjustable (Stiffneck or equivalent)			16	0	16	$8.90	$142.40	$142.40
Cervical Collars Pediatric No Neck (Stiffneck or equivalent)			5	0	5	$8.90	$44.50	$44.50
Duct Tape			4	0	4	$5.56	$22.24	$22.24
Full Backboard, w/ vertical lift capability			2	0	2	$611.82	$1,223.64	$1,223.64
Half Backboard, LSP Halfback or Yates Spec Pak			2	0	2	$900.00	$1,800.00	$1,800.00
Head Immobilizer disposable, adult			10	0	10	$4.45	$44.50	$44.50
Longboards w. Straps (Henley or equiv.), Stokes compatible			4	0	4	$222.48	$889.92	$889.92
Pediatric immobilization boards or equivalent (complete w/ case)			2	0	2	$250.29	$500.58	$500.58
Stokes litter wheel, EMC, Inc., or equivalent			2	0	2	$723.06	$1,446.12	$1,446.12
Stretcher, Rescue, Pre-Rig Kits	CMC	724121	2	0	2	$129.05	$258.10	$258.10
Stretcher, Rescue, without Leg Separators (Traverse Titan II)	CMC	726112	2	0	2	$1,061.65	$2,123.30	$2,123.30
Straps, Backboard, 9 ft., nylon			12	0	12	$16.69	$200.28	$200.28
TOTAL THIS SECTION							$10,596.94	$10,596.94

RESCUE SECTION

TECHNICAL ROPE

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Sling, RSI OMNI or equivalent	RSI	757100	2	0	2	$14.01	$28.02	$28.02
Hauling system, 4:1 advantage w/ 240 ft. of lifeline, static kernmantle, 1/2" diameter, minimum tensile strength (MTS) 9,000 lbs. must meet or exceed NFPA 1983, with bag		Assembled from Components below	2	0	2		$0.00	$0.00
Descenders, figure 8, with ears, MTS (min. tensile strength) 10,000 lbs.	CMC	300850	8	0	8	$39.27	$314.16	$314.16
Ascenders, caming device for ½" rope	CMC	340004	4	0	4	$59.08	$236.32	$236.32
Harness, full body (NFPA-approved Class III, confined space compliant)	CMC	202165	16	0	16	$248.18	$3,970.88	$3,970.88
Rack, Rappel, 6 bar, NFPA	CMC	314001	8	0	8	$65.05	$520.40	$520.40
Rope edge protecter, Velcro - LARGE	CMC	294029	4	0	4	$18.94	$75.76	$75.76
Rope edge protecter, Chafing Guard	CMC	294044	4	0	4	$71.61	$286.44	$286.44
Rope edge roller	CMC	314900	2	0	2	$152.17	$304.34	$304.34
Rope log, book, rope usage	CMC	993213	8	0	8	$2.22	$17.76	$17.76
Bag, Rope hardware, Cordura, 20" x 10" x 4" *SPECIFY COLORS	CMC	431101	12	0	12	$55.62	$667.44	$667.44
Bag, water rescue throw, 75' Redi-Line Bag Set	CMC	291375	4	0	4	$32.35	$129.40	$129.40
Plate, Anchor	CMC	300615	4	0	4	$44.00	$176.00	$176.00
Pulley, 2", rescue grade, prusik-minding, aluminum frame, single sheave for ½" rope	CMC	300323	4	0	4	$45.43	$181.72	$181.72
Pulley, 2", rescue grade, prusik-minding, 1/2" diameter aluminum frame, double sheave	CMC	300324	2	0	2	$90.00	$180.00	$180.00
Pulley, 4", rescue grade, prusik-minding, aluminum frame, single sheave for ½" rope	CMC	315200	12	0	12	$46.21	$554.52	$554.52
Pulley, 4", rescue grade, prusik-minding, 1/2" diameter aluminum frame, double sheave	CMC	315700	4	0	4	$91.57	$366.28	$366.28
Rope, lifeline, 600' lengths of nylon static, Kernmantle, 1/2" diameter, minimum tensile strength (MTS) 9000 lbs., must meet or exceed NFPA 1983, w/ bag and edge guards (Seven Colors)	CMC	k00160,e/G294042, BAG 430301	7	0	7	$474.29	$3,320.03	$3,320.03
Carabiners, steel, locking "D", extra large, 10,000 tensile strength, must meet NFPA 1983/ANSI/OSHA requirements	CMC	324001	56	0	56	$31.58	$1,768.48	$1,768.48
Rope, nylon, tag line, 200' lengths of 8mm, MTS 2,600 lbs., must meet or exceed NFPA 1983, w/ bag	CMC	ROPE 293038 BAG 430203	8	0	8	$68.00	$544.00	$544.00
Strap, Rescue Pick-Off	CMC		2	0	2	$20.00	$40.00	$40.00
Webbing, Tubular, 2", MTS 6,000 lbs., feet	CMC	200203	200	0	200	$0.63	$126.00	$126.00
Webbing, flat, 1", feet SPECIFY COLOR (ORANGE)	CMC	200111	500	0	500	$0.27	$135.00	$135.00

RESCUE SECTION

TECHNICAL ROPE (continued)

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Tripod, tubular aluminum, Skedco, w/bag	CMC	757000 & 757010	1	0	1	$1,100.00	$1,100.00	$1,100.00
Tripod, tubular aluminum, or Arizona Vortex Rescue System, adjustable between 6' and 8', minimum work load of 600 lbs.			2	0	2	$3,348.00	$6,696.00	$6,696.00
TOTAL THIS SECTION							$21,738.95	$21,738.95

RESCUE SECTION TOTAL

							$385,404.60	$385,404.60

MEDICAL SECTION

KITS

						Estimated Costs		

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
BLS Kit			5		5	$1,668.60	$8,343.00	$8,343.00
Basic Life Support Kit to care for 6 crew members or victims that meets requirements for BLS supplies and equipment as found in Chapter 64E-2, Florida Administrative Code.								
Trauma/ALS Kit			5		5	$4,000.00	$20,000.00	$20,000.00
Advanced Life Support Kit to care for 6 crew members or victims that meets requirements for ALS supplies and equipment as found in Chapter 64E-2, Florida Administrative Code								
TOTAL THIS SECTION							$28,343.00	$28,343.00
MEDICAL SECTION								
PATIENT MONITORING						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Defibrillator/monitor Battery Support Systems			1		1	$1,668.60	$1,668.60	$1,668.60
Defibrillator/monitor batteries			10		10	$166.86	$1,668.60	$1,668.60
Defibrillator/monitor, Pacing/12 lead/BP/SAO2/ETCO2 capable, with case			1		1	$26,000.00	$26,000.00	$26,000.00
Defibrillator/monitor, case, 1 for each Defib. Unit			1		1	$278.10	$278.10	$278.10
Defibrillator/monitor, basic capability			1		1	$13,348.80	$13,348.80	$13,348.80
EKG Paper, roll			3		3	$3.34	$10.02	$10.02
Defibrillator, External, Pads			25		25	$38.93	$973.25	$973.25
Electrolyte monitor, portable, with 220200 cartridges — Na, K, PCO2, PO2, HET(Istat or equivalent)			1		1	$7,786.80	$7,786.80	$7,786.80
Vital Signs Monitor, Compact, with case, AC adaptor, cuffs for large adult, adult, child and infant. Functions; Blood pressure, Pulse, MAP, end-tidal CO2, oxygen saturation, temperature and respirations.			1		1	$6,674.40	$6,674.40	$6,674.40
Defibrillator, Automatic External, Automatic, Lightweight (less then 2 lbs.Supplies should be compatable with Cardiac Monitors above			5	0	5	$2,781.00	$13,905.00	$13,905.00
TOTAL THIS SECTION							$72,313.57	$72,313.57
MEDICAL SECTION TOTAL							$100,656.57	$100,656.57
TECHNICAL SECTION								
STRUCTURES SPECIALIST EQUIPMENT						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Backpack/Equipment Vest (for carrying tools)			2	0	2	$133.49	$266.98	$266.98
Binoculars, 10 x 50, compact, or equivelent			2	0	2	$278.10	$556.20	$556.20
Compass, navigation, high quality			2	0	2	$111.24	$222.48	$222.48
Distance measuring device, laser range finder, 400 yd.	Hilti	PD 32	4	0	4	$177.98	$711.92	$711.92
Documentation kit, including documents, forms, pens, pencils, mylar sheets			2	0	2	$22.25	$44.50	$44.50
Gauge, strain, plastic			12	0	12	$16.69	$200.28	$200.28
Hammer, geology			2	0	2	$44.50	$89.00	$89.00
Level, electronic, Smarttool or equivelent			4	0	4	$162.00	$648.00	$648.00
Marking Kit, including			2	0	2	$11.12	$22.24	$22.24
Tape, Haz mat, cordoning, roll			1	0	1		$0.00	$0.00
Tape, warning, yellow, caution, roll			1	0	1		$0.00	$0.00
Survey ribbon (red, yellow, white), roll			2	0	2		$0.00	$0.00
Paint, spray, orange			2	0	2		$0.00	$0.00
Crayon, marking (white, yellow, black)			8	0	8		$0.00	$0.00
Cyalume light stick, 12-hour duration			12	0	12	$2.22	$26.64	$26.64
Tape, Measuring, 30 ft			2	0	2	$27.81	$55.62	$55.62
Tape, Measuring, 100 ft.			2	0	2	$27.81	$55.62	$55.62
Metal detector, hand held, zircon metaliscanner 6.0 or equivalent			2	0	2	$111.24	$222.48	$222.48
Plumb bobs and lines			4	0	4	$11.12	$44.48	$44.48
Pointer, laser			2	0	2	$22.25	$44.50	$44.50
Theodolite, with tripod			2	0	2	$3,337.20	$6,674.40	$6,674.40
Screwdriver, Phillips #2 X 18"			2	0	2	$11.12	$22.24	$22.24
3/16" X 1-3/4", self tapping concrete screws, with masonry bit, tap-con or equivalent, 100/box			1	0	1	$44.50	$44.50	$44.50
Rapid set, 2 part epoxy putty, paste grade, pack			2	0	2	$11.12	$22.24	$22.24
Calculator, scientific HP20S or equivalent			2	0	2	$250.29	$500.58	$500.58
Clinometer, foresters type, calibrated for 100 feet			1	0	1	$111.24	$111.24	$111.24
Kneeboard, tri-fold,			2	0	2	$33.37	$66.74	$66.74
Wind meter, pocket,			2	0	2	$111.24	$222.48	$222.48
Penetrometer, Pocket, with adaptor foot for soft soil.			2	0	2	$66.74	$133.48	$133.48
Tape, Measuring, 300 ft.			1	0	1	$72.31	$72.31	$72.31
Robosquare, 3-beam level and square laser, or equivelent			2	0	2	$324.00	$648.00	$648.00
Level, Laser, Single Beam	Hilti	PML 32	2	0	2	$108.00	$216.00	$216.00
Telescope, compact, approx. 6" length, 25 x 30, or equivelent			1	0	1	$83.43	$83.43	$83.43
TOTAL THIS SECTION							$12,028.58	$12,028.58
TECHNICAL SECTION								
TECHNICAL INFORMATION SPECIALIST EQUIPMENT						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Recorder, portable, hand-held, audio microcassette			2	0	2	$111.24	$222.48	$222.48
Television, color, w/ VHS VCR, single unit			1	0	1	$333.72	$333.72	$333.72
Video camera, hand-held, digital, tape or disk media, with low light capability, complete with case and accessories (Extra media is included in the Logistics Support Kit)			1	0	1	$1,000.00	$1,000.00	$1,000.00
Camera, digital 8 MP Min, zoom capable, with accessories listed below:			4	0	4	$500.00	$2,000.00	$2,000.00
Carry case, Charger, data cable								
Camera, digital SLR 8 MP Min, zoom capable, with accessories below			2	0	2	$1,000.00	$2,000.00	$2,000.00
Carry case, Charger, data cable								
Projector, Video, LCD, 1024 x 768 (XGA) minimum, to include cable kit	HP	xp8010	1	0	1	$2,374.00	$2,374.00	$2,374.00
Scale, Photo evidence, 6", Evident or equivelent			10	0	10	$2.16	$21.60	$21.60
Scale, Pocket, Credit Card size, Evident or equivelent			10	0	10	$2.16	$21.60	$21.60
Scale, Photomacrographic, 4" x 4", Evident or equivelent			2	0	2	$5.40	$10.80	$10.80
Scale, Photography, Reversible, "L" Shape, Evident or equivelent			2	0	2	$10.80	$21.60	$21.60
Markers, Engraved, Photo Identification, Set, A-Z, Evident or equivelent			1	0	1	$81.00	$81.00	$81.00
Markers, Engraved, Photo Identification, Set, Arrows (up, down, left, right), Evident or equivelent			1	0	1	$43.20	$43.20	$43.20
Ruler, Tape, Evidence, 12", Evident or equivelent			2	0	2	$7.56	$15.12	$15.12
Scale, Adhesive, Photo Evidence, 2", roll of 1000, Evident or equivelent, roll			2	0	2	$86.40	$172.80	$172.80
TOTAL THIS SECTION							$8,317.92	$8,317.92
TECHNICAL SECTION								

HAZARDOUS MATERIALS SPECIALIST EQUIPMENT						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Monitor, portable, battery operated multi-function device KIT, 4-Gas - P.I.D., capable of monitoring LEL, O2 level, CO presence and H2S (or appropriate toxic sensor). Must have capability to extend probes into void spaces, w/ accessories, extra batteries	MSA	A-Sirius-AL111A0310R110S	4	0	4	$2,800.00	$11,200.00	$11,200.00
Monitor, portable, battery operated, compact KIT, 4-Gas, capable of monitoring LEL, O2 level, CO presence and H2S (or appropriate toxic sensor), w/ accessories, extra batteries	MSA	Solarus	2	0	2	$800.00	$1,600.00	$1,600.00
Monitor, portable, battery operated multi-function device KIT, 4-Gas - P.I.D., Calibration/Charging Modual	MSA	Galaxy	4	0	4	$1,600.00	$6,400.00	$6,400.00
Monitor, portable, battery operated multi-function device, Chemical Warfare Agent	Microsensor	HazMat CAD	2	0	2	$6,000.00	$12,000.00	$12,000.00
Monitoring device, portable, radiological, capable of monitoring alpha, beta, and gamma radiation. Ludlum Model 2241-2RK with Model 44-9 & Model 44-2 probes	Ludlum	49-2929	1	0	1	$2,000.00	$2,000.00	$2,000.00
Monitoring device, portable, radiological, capable isotope identification	Exploranium	GR-135 Identifier	1	0	1	$10,000.00	$10,000.00	$10,000.00
Dosimeter, Personal Electronic	MGP	DMC 2000 S	4	0	4	$350.00	$1,400.00	$1,400.00
Boot covers, disposable (latex, silver shields or equivalent), pair			48	0	48	$7.79	$373.92	$373.92

TECHNICAL SECTION

HAZARDOUS MATERIALS SPECIALIST EQUIPMENT (continued)						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Contamination reduction kit (containing: surgical wipes, utility brushes, distilled water, water/bleach solution, mildly basic detergent, liquid soap, vinegar, teaspoon, containment device, disposable towels, and 3-gallon handsprayer)			2	0	2	$55.62	$111.24	$111.24
DOT reference manual			2	0	2	$0.00	$0.00	$0.00
NFPA guide to hazardous materials			2	0	2	$15.57	$31.14	$31.14
NIOSH haz mat pocket guide			2	0	2	$13.35	$26.70	$26.70
Tape, marking, red, "haz mat" imprinted (Banner Guard or equivalent), roll			5	0	5	$16.69	$83.45	$83.45
TOTAL THIS SECTION							$45,226.45	$45,226.45

TECHNICAL SECTION

TECHNICAL SEARCH SPECIALIST EQUIPMENT						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Search Cam (or equivelent), telescoping with color monitor, w/ accessories, two additional batteries, recharging system and storage case	Search Systems	SC2-STD-C/A	2	0	2	$14,000.00	$28,000.00	$28,000.00
Concrete coring tool, gasoline-powered, capable of cutting 2" diameter hole up to 8" deep, including 4 2"-diameter concrete and wood bits (8" working length			2	0	2	$3,337.20	$6,674.40	$6,674.40
Fiberscope, 12 mm diameter or less, at least 47" working length, complete with carrying case and accessories, plus two (2) AC/DC kit, light Manufacturer, battery, connecting cable housed in a carrying case (and two additional sets of batteries)		SC-RCN-CL	1	0	1	$7,000.00	$7,000.00	$7,000.00
Piping kit (consists of ½" EMT, thin wall conduit or PVC w/ 45o and 90o elbows to prote flexible fiberoptic tubing in debris piles			1	0	1	$11.12	$11.12	$11.12
Visual inspection device, Snake-Eye US&R kit, or Search Cam Mongoose			5	0	5	$3,337.20	$16,686.00	$16,686.00
Backpack/Equipment Vest (for carrying small items)			2	0	2	$133.49	$266.98	$266.98
Cutter, Bolt, 12" or 14"			2	0	2	$44.50	$89.00	$89.00
Bullhorn hailing devices			2	0	2	$88.99	$177.98	$177.98
Listening device, portable electronic, using combination seismic and acoustic surveillance and location device (minimum of six sensors to allow for triangulation) Should have 2-way communications capability with victim	Delsar	BN9197/LD6C	1	0	1	$11,415.00	$11,415.00	$11,415.00
Listening device, Wall Clamps			4	0	4	$33.37	$133.48	$133.48
Tape, Surveyors, Flourscent Green, roll			24	0	24	$2.22	$53.28	$53.28
Tape, Surveyors, Flourscent Red, roll			24	0	24	$2.06	$49.44	$49.44
TOTAL THIS SECTION							$70,556.68	$70,556.68

TECHNICAL SECTION

CANINE SEARCH SPECIALIST EQUIPMENT						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Container, food			4	0	4	$33.37	$133.48	$133.48
Harness, tie-down (for canine air transport)			4	0	4	$72.31	$289.24	$289.24
Kennel, portable, collapsible, with cover			8	0	8	$205.79	$1,646.32	$1,646.32
Lead, tie out			4	0	4	$22.25	$89.00	$89.00
Lifting harness, 1 per canine assigned to Task Force (personal issue to handler), sized to fi			12	0	12	$166.86	$2,002.32	$2,002.32
Pad, resting			4	0	4	$55.62	$222.48	$222.48
Stake, tie out			4	0	4	$11.12	$44.48	$44.48
Shower, solar			4	0	4	$27.81	$111.24	$111.24
Kit, Decon, Canine			1	0	1	$333.72	$333.72	$333.72
TOTAL THIS SECTION							$4,872.28	$4,872.28

TECHNICAL SECTION TOTAL							$141,001.91	$141,001.91

COMMUNICATIONS SECTION

PORTABLE RADIOS						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Radio, hand-held, Meets APCO Project 25 Standard, Digital, Narrow Band, backwards compatible, UHF, 402-420 MHz, Project 25 analog encryption capable, Project 25 OFB digital encryption capable, 16 Channel, field programmable with flexible antenna, recharga	Motorola	XTS5000, Model III	38	0	38	$4,200.00	$159,600.00	$159,600.00
Radio, hand-held, Meets APCO Project 25 Standard, Digital, Intrinsically Safe, backwards compatible, 800 MHz, Project 25 encryption capable, field programmable with flexible antenna, recharger, spare high capacity battery (requires full features to functi	M/A-Com	Jaguar P7150IP	6	0	6	$4,200.00	$25,200.00	$25,200.00
Radio, Hand-held, Air Operations VHF-AM, field programmable, with flexible antenna, two rechargable Li-Ion batteries, carrying case, DC power cable, and speaker microphone	Icom	IC-A6	1	0	1	$500.00	$500.00	$500.00
Radio, hand-held, Meets APCO Project 25 Standard, Digital, Narrow Band, VHF/FM 138-174MHz, Project 25 DES analog encryption capable, Project 25 OFB digital encryption capable, 16 Channel, field programmable with flexible antenna, rechargable battery, bat	Motorola	XTS5000, Model III	3	0	3	$4,200.00	$12,600.00	$12,600.00

Radio mobile (40 watt) P-25 compliant, encrypted, UHF/FM 406-420 MHz, minimum 180 channel, field programmable, with magnetic mount antenna, cigarette lighter adapter, external speaker, delivered programmed with CAI and conventional software, Magnet mount	Motorola	XTL 5000	3	0	3	$4,200.00	$12,600.00	$12,600.00
Radio mobile (40 watt) P-25 compliant, encrypted, VHF High Band (136-174 MHz), minimu 160 channel, field programmable, with magnetic mount antenna, cigarette lighter adapter, external speaker, delivered programmed with CAI and conventional software, Magn	Motorola	XTL 5000	2	0	2	$4,200.00	$8,400.00	$8,400.00
Programming Equipment for XTS5000 mobile radios, cables and software	Motorola	HKN6155	2	0	2	$820.00	$1,640.00	$1,640.00
Secure Key Loader (encryption programer) with hardware, software, cables and power supply	Motorola	T6717, U239AC, X795ah, CA00182AA, X423AE, C724, C954, NTN1402	1	0	1	$3,500.00	$3,500.00	$3,500.00
A/C Adapter for the XTL5000 mobile radio		HPN4001B	4	0	4	$222.00	$888.00	$888.00
Radio, Remote (tone), weather proof case, coax, antenna, connectors, battery eliminator, external battery, radio included 406-420 MHz, APCO Project 25 Standard, Digital, Narrow band, Project 25 analog encryption capable, Project 25 OFB digital encryption			1	0	1	$6,118.20	$6,118.20	$6,118.20
TOTAL THIS SECTION							$231,046.20	$231,046.20

COMMUNICATIONS SECTION

CHARGING UNITS

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Single unit chargers for XTS5000	Motorola	NTN1873	38	0	38	$123.75	$4,702.50	$4,702.50
Charger, 6-gang, 110V Multi-unit Charger for XTS5000 Portable	Motorola	NTN1177	4	0	4	$595.00	$2,380.00	$2,380.00
Charger, 12VDC for Deep Cycle Battery			2	0	2	$88.98	$177.98	$177.98
TOTAL THIS SECTION							$7,260.48	$7,260.48

COMMUNICATIONS SECTION

TELECOMMUNICATIONS

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Telephone, transportable satellite system (Mitsubishi ST-111 or equivalent) with data and dispatch capability, (to be used with Florida talk groups) and PTT microphone, AC/DC power supply, batteries, antenna extension cord and magnetic mount for	Mitsubishi	111	2	0	2	$3,800.00	$7,600.00	$7,600.00
Globalstar Satellite Telephone, Globalstar To Go Kit, with Pelican 1200 Hard Case, Two Batteries, Wall Charger, 12V DC Cigarette Lighter Adapter	QUALCOMM	GSP 1600	3	0	3	$699.00	$2,097.00	$2,097.00
Telephone, cellular, portable, minimum 0.6 watts, with carrying case, spare batteries, battery charger, cigar lighter attachment, magnetic mount antenna, user guide, and renewable yea service			3	0	3	$444.98	$1,334.98	$1,334.98
TOTAL THIS SECTION							$11,031.98	$11,031.98

COMMUNICATIONS SECTION

REPEATERS

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Portable Repeater, UHF/FM programmable, 35 watts minimum, field programmable, 402-470 MHz frequency range, with antenna feed line, with CTCSS encode/decode capability, portable (50 pounds in weight maximum)	Motorola	P2088, Q806, Q501, Q246, H338, NKN6548	1	0	1	$30,000.00	$30,000.00	$30,000.00
Antenna, directional, (Yagi), 406-420 MHz 3dB gain			1	0	1	$222.48	$222.48	$222.48
Antenna, 3-9dB gain, omni-directional, 406-420 MHz	Motorola	RDE4598A	3	0	3	$1,116.00	$3,348.00	$3,348.00
Mast, antenna, 35 ft. with grounding kit, antenna guy kits (non metallic guys)			2	0	2	$556.20	$1,112.40	$1,112.40
Antenna, directional (Yagi), 406-420 MHz 9dB gain	Motorola	TDE7852	2	0	2	$250.00	$500.00	$500.00
Duplexers, tuned to current Florida USAR channel plan	Motorola	Included with P 2088 Portable repeater	2	0	2	$0.00	$0.00	$0.00

COMMUNICATIONS SECTION

REPEATERS (continued)

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Radio Service Software, Software required to support repeater equipment requirements-VHF	Motorola	3080369E31, RVN5002	1	0	1	$335.00	$335.00	$335.00
Service Monitor, Radio, with Spectrum analyzer and tracking generator, APCO 25 projec compatible			1	0	1	$21,600.00	$21,600.00	$21,600.00
TOTAL THIS SECTION							$57,117.88	$57,117.88

COMMUNICATIONS SECTION

ACCESSORIES

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Antenna, mobile, magnetic mount, with adapters for portable radios, 406-420 MHz, 3-5 db gain	Motorola	NTN1808E	5	0	5	$66.74	$333.70	$333.70
Antennas, flexible, rubber, 406-420 MHz, (spares for UHF portables)	Motorola	8505241U05	4	0	4	$22.25	$89.00	$89.00
Cable, coaxial, 50' lengths, with connectors (50 ohm low loss cable)			5	0	5	$166.86	$834.30	$834.30
Communications system, hard-wire, 29CFR 1910.146 compliant OSHA confined spaces			1	0	1	$9,900.36	$9,900.36	$9,900.36
Head sets, with noise-canceling microphones with radio interface cable	Motorola	RMN4049	2	0	2	$168.00	$336.00	$336.00
Multi-meter (volt/ohm meter), digital, Basic with case and i-400 Amp Probe	Fluke	77-3	1	0	1	$410.00	$410.00	$410.00
Scanner, programmable, all band, (narrow band capable) with antenna, 12 VDC/110 VAC capability, APCO P-25 Capable Base / Mobile Scanner with 1000 channels	Uniden	BC796D	1	0	1	$530.00	$530.00	$530.00
Scanner, Antenna Adapter, BNC	Uniden	BATY0452001	1	0	1	$4.00	$4.00	$4.00
Speaker/microphone (spares for UHF portables)	Motorola	NMN6193	4	0	4	$66.00	$264.00	$264.00
Ear microphone ear pieces, disposable (one per TF member for hygiene)	Motorola	RLN4941A	105	0	105	$0.56	$58.80	$58.80
Television, 13" to 19", portable, with integrated VCR			1	0	1	$389.34	$389.34	$389.34
Chest harness for portable radios	Motorola	HLN6602	35	0	35	$34.20	$1,197.00	$1,197.00
Waterproof bags, for portable radios	Motorola	HLN9985B	15	0	15	$44.50	$667.50	$667.50
Radio, ear phone, for portable radio, Personal use, expendable ear piece			20	0	20	$55.62	$1,112.40	$1,112.40
TOTAL THIS SECTION							$16,126.40	$16,126.40

COMMUNICATIONS SECTION

BATTERIES

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Battery pack, Alkaline, UHF, disposable (clamshell or battery pack)	Motorola	NTN9177	38	0	38	$42.50	$1,615.00	$1,615.00
Battery, rechargable, for UHF radios, highest capacity recommended	Motorola	WPNN4037A	76	0	76	$40.00	$3,040.00	$3,040.00
Battery, 12VDC deep cycle, non spillable, for repeaters, base station and mobile radios			3	0	3	$222.48	$667.44	$667.44
Battery, maintenance kit, conditioner and adaptors			1	0	1	$4,320.00	$4,320.00	$4,320.00
TOTAL THIS SECTION							$9,642.44	$9,642.44

COMMUNICATIONS SECTION

SMALL TOOLS

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Tool set, Telecommunications Repair	SPC	SPC395D-02	1	0	1	$1,200.00	$1,200.00	$1,200.00
Tool set, Command Unit	SPC	SPC250C-04	1	0	1	$470.00	$470.00	$470.00
Test set, Lineman's, Harris Model TS-42	Harris	42801-001	1	0	1	$290.00	$290.00	$290.00
Frequency counter, portable with charger			1	0	1	$222.48	$222.48	$222.48
Connector kit, RF, assortment of RF connectors and RF crimping tool	Crimpmaster	33-303	1	0	1	$132.00	$132.00	$132.00
Wire, flat modular line cord, 500', roll			1	0	1	$44.50	$44.50	$44.50
Telephone line tracing kit, to include tone generator and inductive amplifier	Tempo	801K	1	0	1	$170.00	$170.00	$170.00
Wire, telephone station, CAT 5-E, 1000 ft. roll			1	0	1	$166.86	$166.86	$166.86
TOTAL THIS SECTION							$2,695.84	$2,695.84

COMMUNICATIONS SECTION

COMPUTER

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Computer, Laptop, with charger, Integrated WiFi and Lan card, 2 spare batteries, AC adapter, cigar light adapter, case, and associated cables to interface with applicable peripherals. Installed software package	Dell or HP		5	0	5	$2,600.00	$13,000.00	$13,000.00
Computer, Access point, including PCMCIA ethernet card that meets 802.11.B Standard, or 802.11.G when available			1	0	1	$60.00	$60.00	$60.00
Computer, antenna, Omni-directional, 8 to 9 dB gain			1	0	1	$333.72	$333.72	$333.72
Computer, antenna, gain directional, 20 plus dB gain			1	0	1	$333.72	$333.72	$333.72
Computer, Printer, portable, with toner and ink cartridge			2	0	2	$389.34	$778.68	$778.68
Computer, Laptop, durable/weather resistant, with charger, 2 spare batteries, AC adapter, cigar light adapter, case, and associated cables to interface with applicable peripherals.	Panasonic	TOUGHBOOK 28	1	0	1	$4,555.00	$4,555.00	$4,555.00
TOTAL THIS SECTION							$19,051.12	$19,051.12

COMMUNICATIONS SECTION TOTAL

							$353,982.24	$353,982.24

LOGISTICS SECTION

ADMINISTRATIVE SUPPORT

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Bands, rubber, box			1	0	1	$3.34	$3.34	$3.34
Book, log			1	0	1	$38.93	$38.93	$38.93
Calculator, handheld, AA battery powered, w/ tape			1	0	1	$22.25	$22.25	$22.25
Clipboards, metal bound, with storage pockets			2	0	2	$27.81	$55.62	$55.62
Clips, papers (2 boxes regular, 2 boxes jumbo), box			1	0	1	$1.11	$1.11	$1.11
FAX machine, portable (copier/printer/fax), 110V, plain paper-type, w/ sheet feeder and accessories			1	0	1	$667.44	$667.44	$667.44
Operations Systems Description Manual, FEMA US&R			2	0	2	$0.00	$0.00	$0.00
Field Operations Guide, FEMA, US&R			6	0	6	$0.00	$0.00	$0.00
Status Kit, ICS, including "T" cards and holders			1	0	1	$222.48	$222.48	$222.48
Vest, Identification, kit, set			1	0	1			$0.00
Vest, Identification, Task Force Leader			1	0	1	$33.37	$33.37	$33.37
Vest, Identification, Team Manager			5	0	5	$33.37	$166.85	$166.85
Vest, Identification, Safety			1	0	1	$33.37	$33.37	$33.37
Vest, Identification, Plans			1	0	1	$33.37	$33.37	$33.37
Vest, Identification, Squad Officer			2	0	2	$33.37	$66.74	$66.74
Vest, Identification, Communications			1	0	1	$33.37	$33.37	$33.37
Vest, Identification, Structural			1	0	1	$33.37	$33.37	$33.37
Vest, Identification, Haz Mat			5	0	5	$33.37	$166.85	$166.85
Vest, Identification, Heavy Rigging			1	0	1	$33.37	$33.37	$33.37
Vest, Identification, Logistics			2	0	2	$33.37	$66.74	$66.74
Vest, Identification, Tech. Search			1	0	1	$33.37	$33.37	$33.37
Vest, Identification, Tech. Info			1	0	1	$33.37	$33.37	$33.37
Label making machine, Labelizer or equivalent			1	0	1	$7,786.80	$7,786.80	$7,786.80
Label making machine, Labelizer or equivalent, Lable Tapes, lot			1	0	1	$1,668.60	$1,668.60	$1,668.60
Markers, china, 12/pkg.			1	0	1	$6.67	$6.67	$6.67
Markers, felt, waterproof, 12/pkg.			2	0	2	$13.35	$26.70	$26.70
Pads, note (Post It-type)			12	0	12	$1.11	$13.32	$13.32
Pads, steno			12	0	12	$1.11	$13.32	$13.32
Pads, legal			12	0	12	$1.11	$13.32	$13.32
Paper, pads, graph, 1/10" squares			12	0	12	$2.22	$26.64	$26.64
Paper, copy, box			1	0	1	$44.50	$44.50	$44.50
Pencils, 12/pkg.			6	0	6	$1.11	$6.66	$6.66
Pens, 12/pkg			6	0	6	$1.11	$6.66	$6.66
Notebook, 3-1/2" x 5", waterproof,			40	0	40	$4.45	$178.00	$178.00
Note, Pad, Unit Log ICS 214, Waterproof,			24	0	24	$5.56	$133.44	$133.44
Protectors, document, box			2	0	2	$8.90	$17.80	$17.80
Rulers, architectural scale			4	0	4	$2.22	$8.88	$8.88
Staplers			4	0	4	$4.45	$17.80	$17.80
Staples, box			2	0	2	$1.11	$2.22	$2.22

LOGISTICS SECTION

ADMINISTRATIVE SUPPORT (continued)

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Tape, duct, roll			12	0	12	$5.56	$66.72	$66.72
Tape, cellophane, roll			3	0	3	$2.22	$6.66	$6.66
Tape, masking, roll			3	0	3	$2.22	$6.66	$6.66
Tapes, audio, for microcassette recorder			12	0	12	$2.22	$26.64	$26.64
Tapes, Video, or media for digital video camera			12	0	12	$16.69	$200.28	$200.28
Reference library, cache transport and certification manuals and software (AFJAM 24-204/IATA DGR/CFR), lot			1	0	1	$2,224.80	$2,224.80	$2,224.80
TOTAL THIS SECTION							$14,248.40	$14,248.40

LOGISTICS SECTION

WATER / FLUIDS

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Container, 5-gallon, for potable water (FSS-type or equivalent)			10	0	10	$16.69	$166.90	$166.90
Water cooler, "IGLOO", Aprox. 6-1/2 gallons			3	0	3	$38.93	$116.79	$116.79
Electrolyte, solution, potable, 8 oz. packets.			60	0	60	$2.22	$133.20	$133.20
Water, bottled, gallon			600	0	600	$2.22	$1,332.00	$1,332.00
Water purification unit, portable, 60 GPH min. (Plan 5 gallons per member, per day)	Western Shelter	AC2012	1	0	1	$3,368.75	$3,368.75	$3,368.75

Water, Bladder, potable (1000 Gallon total capacity)			1	0	1	$2,558.52	$2,558.52	$2,558.52
Water test kit			1	0	1	$66.74	$66.74	$66.74
Chlorine, 3" tablets, 10 pounds			1	0	1	$22.25	$22.25	$22.25
TOTAL THIS SECTION							$7,765.15	$7,765.15

LOGISTICS SECTION

FOOD

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Bags, trash			250	0	250	$0.22	$55.00	$55.00
Cups, paper, hot and cold			1000	0	1000	$0.06	$60.00	$60.00
Flatware, plastic (sets of knives/forks/spoons)			300	0	300	$0.33	$99.00	$99.00
Groceries, procured at home, lot			1	0	1	$1,100.00	$1,100.00	$1,100.00
MRE (Meals Ready To Eat) Quantity sufficient to provide for 40 personnel, 3 meals a day for 72 hours, Amount As Required			1	0	1	$3,000.00	$3,000.00	$3,000.00
Pots, 2-1/2 qt. Size			2	0	2	$8.90	$17.80	$17.80
Pots, coffee			2	0	2	$55.62	$111.24	$111.24
Plates, paper			250	0	250	$0.06	$15.00	$15.00
Oven, microwave, 110V, 600W			1	0	1	$222.48	$222.48	$222.48
Towels, paper, roll 10/box			5	0	5	$24.47	$122.35	$122.35
TOTAL THIS SECTION							$4,802.87	$4,802.87

LOGISTICS SECTION

SHELTER

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Pads, sleeping, Self-inflating, Thermo Rest-type or equivalent			40	0	40	$72.31	$2,892.40	$2,892.40
Sacks, stuff-type (for sleeping bags)			40	0	40	$5.56	$222.40	$222.40
Sheeting, plastic, 20' x 100', maximum of 9 mil thickness, roll			4	0	4	$111.24	$444.96	$444.96
Bag, Sleeping, general purpose, rated to 0 degrees, synthetic			40	0	40	$111.24	$4,449.60	$4,449.60
Tent, 20' Octagon, (US&R System 2 or equivalent)	Western Shelter	HO18	1	0	1	$9,423.33	$9,423.33	$9,423.33
Tent, 18 ft. X 35 ft. (US&R System 1 or equivalent)	Western Habitat	HS1935	3	0	3	$15,265.07	$45,795.21	$45,795.21
Tent, repair kit			1	0	1	$333.72	$333.72	$333.72
Tent, repair kit for 6-8 person tents			1	0	1	$55.62	$55.62	$55.62
Heater systems, clean air/heat exchanger, multi-fuel or electric, with accessories, suficent quantity for tents, lo			1	0	1	$17,798.40	$17,798.40	$17,798.40
TOTAL THIS SECTION							$81,415.64	$81,415.64

LOGISTICS SECTION

SANITATION

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Shower 2-stall (US&R System 3 or equivalent)			1	0	1	$9,566.64	$9,566.64	$9,566.64
Toilets, portable latrine system, utilizing bio-bags, with privacy shelter			4	0	4	$222.48	$889.92	$889.92
Bags, biodegradable, for latrine system			600	0	600	$6.67	$4,002.00	$4,002.00
Towels, throw-away, bath size			500	0	500	$0.33	$165.00	$165.00
Wet Wipes, moistened towelettes, antibacterial			1250	0	1250	$0.06	$75.00	$75.00
Bleach, liquid, Gallon			6	0	6	$2.22	$13.32	$13.32
Decon supplies, footwear, lot			1	0	1	$ 44.50	$44.50	$44.50
TOTAL THIS SECTION							$14,756.38	$14,756.38

LOGISTICS SECTION

SAFETY

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Aircart, portable supplied air system, NIOSH/OSHA compliant or equivalent			2	0	2	$5,339.52	$10,679.04	$10,679.04
Alarm Device: Audible, personal			40	0	40	$333.72	$13,348.80	$13,348.80
Binoculars, 10 x 50 power, waterproof			2	0	2	$250.29	$500.58	$500.58
Blower, ventilation, for confined space, electric, with 15' of 8" extension hose, or equivalent (NIOSH/OSHA compliant and intrinsically rated)	Ramfan	EFi150XX	2	0	2	$1,713.00	$3,426.00	$3,426.00
Blower, ventilation, heater (electric or LP with accessories)			2	0	2	$1,557.36	$3,114.72	$3,114.72
Breathing apparatus, airline-supplied (SABA), with 10-minute escape cylinder, NIOSH/OSHA approved			4	0	4	$1,334.88	$5,339.52	$5,339.52
Breathing apparatus, Cylinders (spare), 10-minute, 4500 psi			4	0	4	$333.72	$1,334.88	$1,334.88
Breathing apparatus, Cylinder (spare), 1-hour, 4500 psi			8	0	8	$1,446.12	$11,568.96	$11,568.96
Breathing apparatus, Mask (spare), face piece, compatible w/ SCBA,supplied air system			2	0	2	$166.86	$333.72	$333.72
Breathing apparatus, Line, supply, 50', breathing air quality, compatible with SCBA and supplied air system			30	0	30	$166.86	$5,005.80	$5,005.80
Cartridges, respirator, high efficiency filters, HEPA,			120	0	120	$20.02	$2,402.40	$2,402.40
Detector, current, AC voltage detection-type,	TAC Stik	NC9143137	6	0	6	$286.91	$1,721.46	$1,721.46
Ear plugs, safety, disposable, style NRR 24, meets ANSI S3.19 – 1974, case			1	0	1	$25.59	$25.59	$25.59
Extinguisher, fire, 10 lb., ABC-type			6	0	6	$58.96	$353.76	$353.76
Extinguisher, water, backpack-type			4	0	4	$133.49	$533.96	$533.96
Extinguisher, dry chemical, 20 lb , ABC-type			4	0	4	$77.87	$311.48	$311.48
Gloves, work, leather, sized as needed, pair			150	0	150	$13.35	$2,002.50	$2,002.50
Goggles, safety, meets ANSI Z87.1-1989			40	0	40	$33.37	$1,334.80	$1,334.80
Headsets, hearing protection, muff style, meet ANSI S3.19-1974, NRR 28dB			5	0	5	$27.81	$139.05	$139.05
Horns, air, aerosol, w/ 1 replacement cartridge			3	0	3	$27.81	$83.43	$83.43
Lightsticks, chemical, 2000 assorted snaplights, lot			1	0	1	$4,449.60	$4,449.60	$4,449.60
Line, utility, nylon shroud, 1/8" x 700 yards, roll			1	0	1	$111.24	$111.24	$111.24
Lockout/Tagout kit, confined space			1	0	1	$278.10	$278.10	$278.10
Masks, particle, non-toxic (3M N95 or equivalent)			250	0	250	$2.22	$555.00	$555.00
Netting, mosquito, 32" x 79"			40	0	40	$11.12	$444.80	$444.80
Pads, knee, heavy duty, pair			40	0	40	$16.69	$667.60	$667.60
Pads, elbow, heavy duty, pair			40	0	40	$16.69	$667.60	$667.60
Paint, spray, can, fluorescent			24	0	24	$8.90	$213.60	$213.60
Permit, confined space entry, pre-made			20	0	20	$0.00	$0.00	$0.00
PFD, Type III			40	0	40	$70.00	$2,800.00	$2,800.00
Repellent, insect (for clothing), Pyrethrin base, 4 oz. Bottle			40	0	40	$2.22	$88.80	$88.80
Repellent, insect, minimum 35% DEET content, 4 oz. bottle			40	0	40	$4.45	$178.00	$178.00
Respirator, full face piece, cartridge-type			6	0	6	$222.48	$1,334.88	$1,334.88
Respirator, half face piece, cartridge-type, P-100 or equivalent	Survivair	9230010/105810	6	0	6	$34.53	$207.18	$207.18
Safety glasses, with keepers, shatter proof, with side shields, must meet ANSI Z87.1-1989	ESS	ICE 2.4	12	0	12	$25.00	$300.00	$300.00
Safety glasses, Prescription insert	ESS	9328362	40	0	40	$25.00	$1,000.00	$1,000.00
Safety glasses, Replacement Lenses	ESS	REPL	40	0	40	$20.00	$800.00	$800.00
Sprayer, pressure, 2-1/2 gallon, Hudson pump type or equivalent			2	0	2	$88.99	$177.98	$177.98
Sunscreen, SPF 25, 4 oz. Bottle			40	0	40	$6.67	$266.80	$266.80
Tape, barrier, "Fireline" printed, roll			8	0	8	$16.69	$133.52	$133.52
Vest, Identification, kit, set			1	0	1	$300.00	$300.00	$300.00
Weather meter, pocket,	Kestrel	4100	4	0	4	$300.00	$1,200.00	$1,200.00
Weather meter, computer interface	Kestrel	Interface	1	0	1	$100.00	$100.00	$100.00

TOTAL THIS SECTION							$79,835.15	$79,835.15

LOGISTICS SECTION

PERSONAL BAG

NOTE: These items are for each team member. The task force should have one set, as listed, for each rostered person on the task force, not to exceed a total of 106. The intent is for this equipment to be assigned to the individual.

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Bag(s), Gear, personal equipment (as required to outfit each task force member)			2	0	2	$129.60	$259.20	$259.20
Bandannas			2	0	2	$2.22	$4.44	$4.44
Ball cap, navy blue w/ Task force Logo			1	0	1	$12.24	$12.24	$12.24
Boots, Safety, black, Gore-Tex, NFPA compliant, pair			1	0	1	$222.48	$222.48	$222.48
Field Operations Guide, FEMA, US&R			1	0	1	$0.00	$0.00	$0.00
Flashlight, battery, intrinsically safe, UL rated, w/ four spare bulbs	Pelican	3700 BIG ED	1	0	1	$55.62	$55.62	$55.62
Hearing protection ear plugs, must meet ANSI S3.19-1974, set			2	0	2	$0.11	$0.22	$0.22
Helmet, rescue-type, low profile, NFPA Compliant			1	0	1	$222.48	$222.48	$222.48
Helmet light, Intrinsically safe (with 2 spare bulbs)	Pelican	2630 HEADSUP LITE	1	0	1	$88.99	$88.99	$88.99
Hood, fire retardent			1	0	1	$44.50	$44.50	$44.50
Hydration Sytem	CamelBack	Mule	1	0	1	$70.00	$70.00	$70.00
Leather work gloves, ANSI/OSHA Compliant, pair			1	0	1	$13.35	$13.35	$13.35
Pack, Field, personal, system			1	0	1	$178.20	$178.20	$178.20
Pouch, Utility tool with assorted tools (Screwdriver, pliers, tin snips and utility knife)	Gerber	Evolution 650 Kit	1	0	1	$130.00	$130.00	$130.00
Rain gear, set			1	0	1	$44.50	$44.50	$44.50
Respirator, halfface, cartridge type, with cartridges, P100	Survivair	B230010/105810	1	0	1	$34.53	$34.53	$34.53
Safety glasses with keepers, shatter proof, with side shields, must meet ANSI Z87.1-1989 and NFPA standards	ESS	ICE 2.4	1	0	1	$25.00	$25.00	$25.00
Tee shirts, Long Sleeve			6	0	6	$11.12	$66.72	$66.72
Uniform, Pants, BDU Style, TF Color, 100% Cotton			6	0	6	$30.00	$180.00	$180.00
Uniform, Overshirt or Blouse, BDU Style, TF Color, 100% Cotton			1	0	1	$40.00	$40.00	$40.00
							$177,709.36	$177,709.36

LOGISTICS SECTION

TASK FORCE SUPPORT

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Bicycle, mountain-type, w/ tire pump, repair kit, lock and travel case			1	0	1	$594.01	$594.01	$594.01
Cooler, insulated, 48 qt			3	0	3	$55.62	$166.86	$166.86
GPS (global positioning satellite) receivers, hand held portable, WAAS capable, mapping capable, battery operated, with Carrying case, Lanyard, Data cable, Magnetic mount antenna and Cigar lighter adapter **Garmin 76CS model only**	Garmin	Model 76CS	6	0	6	$457.00	$2,742.00	$2,742.00
GPS (global positioning satellite) receivers, vehicle mounted, WAAS capable, mapping capable, battery operated, Data cable, Magnetic mount antenna and Cigar lighter adapter, with integrated XM Weather, includes spare battery, car adapter, & RAM Mount (R	Garmin	Model 376C	5	0	5	$999.00	$4,995.00	$4,995.00
GPS, Mapping software, (2 applications) DeLorme Street Atlas USA and Topo USA (to allow for standardized training and operations Programwide)			1	0	1	$90.00	$90.00	$90.00
Megaphone, battery-type, w/ built-in siren			1	0	1	$88.99	$88.99	$88.99
Pump, trash, gasoline, 5 HP, 120 GPM with suction and discharge hose and fittings	Honda		1	0	1	$945.54	$945.54	$945.54
Batteries, Assorted, as required to support task force operations (ie. AAA, AA, C, D, 9volt or Photo), lot			1	0	1	$2,224.80	$2,224.80	$2,224.80
TOTAL THIS SECTION							$11,637.20	$11,637.20

LOGISTICS SECTION

CACHE TRANSPORTATION / SUPPORT

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Jack, pallet-type, hydraulic			1	0	1	$556.20	$556.20	$556.20
Plywood, pallet skid protection, 4' x 8' x 3/8"			12	0	12	$27.81	$333.72	$333.72
Strap, cargo, 30', for securing 463L pallet to transport			15	0	15	$50.06	$750.90	$750.90
Container, shipping and storage, for listed cache items, with required markings, labels and warnings. Lot			1	0	1	$6,000.00	$6,000.00	$6,000.00
TOTAL THIS SECTION							$7,640.82	$7,640.82

LOGISTICS SECTION

ELECTRICAL

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Uninteruptable Power Supply (UPS), electric power line (for use with satellite telephone/computers)			2	0	2	$278.10	$556.20	$556.20
Fuel can military, MFC adapters gravity feed with automatic air vent and QD X hose nipple (NSN 7240-21-912-7162)			3	0	3	$222.48	$667.44	$667.44
Inverter, power, DC/AC, minimum 250 watts			2	0	2	$22.25	$44.50	$44.50
Adapter, 20A, NEMA L5-20, twist lock male to 20 a household 3-prong female			15	0	15	$44.50	$667.50	$667.50
Adapter, 20A, NEMA L5-20, twist lock female to 20a household 3-prong male			15	0	15	$38.93	$583.95	$583.95
Air compressor, breathing air, 4500 psi min	Utilus		1	0	1	$5,005.80	$5,005.80	$5,005.80
Air compressor, pneumatic, gasoline-powered, 5.5 HP, dual tank, 8.8 CFM			1	0	1	$667.44	$667.44	$667.44
Box, junction, w/ four 20A outlets, waterproof with ground faults			2	0	2	$389.34	$778.68	$778.68
Bucket, collapsible, 5 gallon maximum			5	0	5	$33.37	$166.85	$166.85

LOGISTICS SECTION

ELECTRICAL (continued)

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Connector, 20A, NEMA L5-20, twist lock, male			15	0	15	$16.69	$250.35	$250.35
Connector, 20A, NEMA L5-20, twist lock, female			15	0	15	$16.69	$250.35	$250.35
Cord, extension, 12/3 single outlet, 100'			15	0	15	$50.06	$750.90	$750.90
Cord, extension, 12/3 single outlet, 50'			15	0	15	$22.25	$333.75	$333.75
Cords, extension, 10-3 single outlet, 100'			15	0	15	$111.24	$1,668.60	$1,668.60
Element, replacement, Halogen quartz, 300 - 500 watts			15	0	15	$11.12	$166.80	$166.80
Generator, 5000W, auto idle, manual start, spark arrestor, overload protection, 20A and one 30A twist-lock receptacles, w/ wheel kit, spark plugs, filters, tool kit			3	0	3	$3,400.00	$10,200.00	$10,200.00
Generator, 5000W minimum, w/ welding kit, auto idle, manual start, spark arrestor, overload protection, wheel kit, spark plugs, filters, tool kit, welding safety equipment and welding supplies			1	0	1	$3,000.00	$3,000.00	$3,000.00
Generator, Power systems kit, including: Portable generator (gasoline), lightweight (approximately 50 pounds), 1000 Watts Output, 4.2 amps/120 volts, voltage regulated with surge protection, noise suppressor, spark arrester, fitted for a auxiliary fuel su	Honda		2	0	2	$1,200.00	$2,400.00	$2,400.00
Light, drop, tube, florescent, 8 watt, 50'cord, explosion proof			2	0	2	$444.96	$889.92	$889.92
Rod, grounding, w/ clamp and grounding wire			15	0	15	$111.24	$1,668.60	$1,668.60
Stand, Light, extendable, dual head 250-500 watt light weight			3	0	3	$89.99	$269.97	$269.97
Stand, light, for item LJ-0127.00, with 10' telescoping mast/collapsible legs			3	0	3	$350.00	$1,050.00	$1,050.00

Stand, Light, extendable, dual head 250-500 watt light weight			3	0	3	$80.00	$240.00	$240.00
Surge protector, 110V			5	0	5	$22.25	$111.25	$111.25
BASE OF OPERATIONS						Estimated Costs		
Description	Manufacturer(s)	Model / Part#(s)	Qty	Have	Need	Unit	Extended	Budget
Desk, field			1	0	1	$444.96	$444.96	$444.96
Funnel, short neck			3	0	3	$13.35	$40.05	$40.05
Grinder, 7-inch, electric, right angle			1	0	1	$189.11	$189.11	$189.11
Kitchen, field type			1	0	1	$834.30	$834.30	$834.30
Max Tool (multi-purpose), or equivalent			1	0	1	$88.99	$88.99	$88.99
Pot, stock, 22 qt. w/ basket			2	0	2	$55.62	$111.24	$111.24
Adapter, ground rod, for demolition hammer			1	0	1	$44.50	$44.50	$44.50
Cover, Salvage 12 ft. X 18 ft			10	0	10	$133.49	$1,334.90	$1,334.90
Sink, single station, hand washing, self contained			1	0	1	$889.92	$889.92	$889.92
Sink, multi-station, with potable water and gray water handling capaity (any combination not exceeding 6 basins), lot			1	0	1	$3,337.20	$3,337.20	$3,337.20
Chair, camp folding			36	0	36	$44.50	$1,602.00	$1,602.00
Table, camp, folding			5	0	5	$111.24	$556.20	$556.20
Cylinder, Propane, 15 gallon. Must meet all DOT Title 49CFR and IATA Specifications.			2	0	2	$333.72	$667.44	$667.44
TOTAL THIS SECTION							$42,526.66	$ 42,526.66
LOGISTICS SECTION								
EQUIPMENT MAINTENANCE						Estimated Costs		
Description	Manufacturer(s)	Model / Part#(s)	Qty	Have	Need	Unit	Extended	Budget
Cleaner, electric motor, CRC, case			1	0	1	$53.40	$53.40	$53.40
Funnels, long neck, with filter screens			6	0	6	$11.12	$66.72	$66.72
Gas, dry, or equivalent, case			1	0	1	$22.25	$22.25	$22.25
Fuel can military, 1 gallon IATA/ICAO specifications or equivalent (gaskets & caps as appropriate for product) (ref NSN 7240-21-874-4113)			10	0	10	$8.90	$89.00	$89.00
Gun, soldering, with solder			1	0	1	$22.25	$22.25	$22.25
Hardware kit, assorted nuts, bolts, washers, SAE 1/8"- 1/2", various length			1	0	1	$100.00	$100.00	$100.00
Lubricant, WD-40, case			1	0	1	$55.62	$55.62	$55.62
Oil, 2 cycle additive (universal)			1	0	1	$44.50	$44.50	$44.50
Pump, fuel, manual, 20' lift, with 15' non-collapsible 1" hose, and 15' of 1" discharge hose, compatible with hydrocarbons, or equivalent			1	0	1	$778.68	$778.68	$778.68
Stapler,			1	0	1	$33.37	$33.37	$33.37
LOGISTICS SECTION								
EQUIPMENT MAINTENANCE (continued)						Estimated Costs		
Description	Manufacturer(s)	Model / Part#(s)	Qty	Have	Need	Unit	Extended	Budget
Staples, 1/2", box			1	0	1	$5.56	$5.56	$5.56
Starting fluid, EZ start, case			1	0	1	$44.50	$44.50	$44.50
Tape, transperant box seal, 3"/72mm, case			1	0	1	$133.49	$133.49	$133.49
Tape, duct, premium grade			1	0	1	$294.79	$294.79	$294.79
Tape, dispenser for box sealing tape			2	0	2	$33.37	$66.74	$66.74
Tape, electrical, roll			12	0	12	$2.22	$26.64	$26.64
Terminal kit, solder-less, with crimping tool			1	0	1	$33.37	$33.37	$33.37
Tester, electrical, A/C, D/C, OHMS, 100-200,			1	0	1	$111.24	$111.24	$111.24
Tie, wraps, nylon, kit of assorted sizes			4	0	4	$22.25	$89.00	$89.00
Tool kit, mechanics, all purpose general, parts to be specified			1	0	1	$1,200.00	$1,200.00	$1,200.00
Fuel can military (MFC 3-20L) IATA/ICAO specification or equivalent (gaskets & caps as appropriate for product) (ref NSN 7240-01-337-5268)			10	0	10	$55.62	$556.20	$556.20
Oil, Engine multi-grade, case			2	0	2	$27.81	$55.62	$55.62
Pump, Transfer (Black & Decker, Jack Rabbit, or equivalent)			1	0	1	$44.50	$44.50	$44.50
Fuel can military (MFC 3-20L) Replacement parts kit (gaskets & caps as appropriate for product), kit			1	0	1	$83.43	$83.43	$83.43
Fuel can military (MFC 3-20L) Pour spout 1" diameter (NSN 7240-21-910-7112)			2	0	2	$14.46	$28.92	$28.92
Fuel can military (MFC 3-20L) Pour spout 19mm diameter (NSN 7240-21-914-0227)			2	0	2	$14.46	$28.92	$28.92
Wrap, stretch 20", roll			4	0	4	$24.47	$97.88	$97.88
Banding system with strapping, tensioner/cutter, sealer, and seals			1	0	1	$556.20	$556.20	$556.20
TOTAL THIS SECTION							$4,722.79	$4,722.79
LOGISTICS SECTION TOTAL							$447,260.41	$447,260.41
PLANNING SECTION								
EQUIPMENT						Estimated Costs		
Description	Manufacturer(s)	Model / Part#(s)	Qty	Have	Need	Unit	Extended	Budget
Kit, Planning Officer			1	0	1			
Calculator			1	0	1	$5.56	$5.56	$5.56
Clipboard, Aluminum, Posse Box or equivalent			2	0	2	$24.47	$48.94	$48.94
Document Protectors, plastic, clear, 3 hole punched			10	0	10	$0.13	$1.30	$1.30
Markers, Dry Erase, blue, black, red, green			2	0	2	$4.45	$8.90	$8.90
Marker, Dry Erase, Eraser			2	0	2	$2.22	$4.44	$4.44
Envelope, Transmittal, 10" x 13"			10	0	10	$0.49	$4.90	$4.90
Envelope, #10			20	0	20	$0.11	$2.20	$2.20
Envelope, Manilla, 10" x 13"			10	0	10	$0.28	$2.80	$2.80
Folder, File - Letter Size			20	0	20	$0.56	$11.20	$11.20
Folder, File, Pockets, Letter Size			10	0	10	$3.34	$33.40	$33.40
Glue Stick			2	0	2	$1.11	$2.22	$2.22
Pen, Highlighter, Yellow			4	0	4	$1.11	$4.44	$4.44
Punch, 3-hole			2	0	2	$7.79	$15.58	$15.58
Card, Index, unruled, 3" x 5"			100	0	100	$0.06	$6.00	$6.00
Card, Index, ruled, 3" x 5"			100	0	100	$0.06	$6.00	$6.00
Pen, Marker, water soluble, black			6	0	6	$1.11	$6.66	$6.66
Pen, Marker, Small, black, indelible			2	0	2	$1.11	$2.22	$2.22
Transparency, Overhead, clear			20	0	20	$1.11	$22.20	$22.20
Paper, Graph			40	0	40	$0.22	$8.80	$8.80
Paperclips, Large			100	0	100	$0.06	$6.00	$6.00
Paper, Plain			40	0	40	$0.06	$2.40	$2.40
Paperclips, Small			100	0	100	$0.06	$6.00	$6.00
Pencil, Grease, black			4	0	4	$0.56	$2.24	$2.24
Pencils, Number 2, mechanical, disposable			10	0	10	$0.56	$5.60	$5.60
Pen, Ballpoint, black			10	0	10	$0.56	$5.60	$5.60
Notepads, Post-it			4	0	4	$0.56	$2.24	$2.24
Pin, push			50	0	50	$0.06	$3.00	$3.00
Rubberbands, Large			50	0	50	$0.06	$3.00	$3.00
Rulers, 12"			4	0	4	$1.11	$4.44	$4.44
Scale, Architects			2	0	2	$5.56	$11.12	$11.12
Scale, Engineers			2	0	2	$5.56	$11.12	$11.12

Scissors			2	0	2	$2.22	$4.44	$4.44
Staple Remover			2	0	2	$1.11	$2.22	$2.22
Stapler, Desk			2	0	2	$5.56	$11.12	$11.12
Staples, spare, for desk stapler, box			2	0	2	$2.22	$4.44	$4.44
Tag, key, blank			20	0	20	$0.11	$2.20	$2.20
Tape, Masking 1", roll			2	0	2	$1.11	$2.22	$2.22
White-out, correction fluid pen			2	0	2	$1.67	$3.34	$3.34
Pad, Writing, Stenographer			6	0	6	$4.45	$26.70	$26.70
Pad, Writing, Letter Size			6	0	6	$1.11	$6.66	$6.66
Form, ICS 201			40	0	40	$0.11	$4.40	$4.40
Form, ICS 202			20	0	20	$0.11	$2.20	$2.20
Form ICS 203			20	0	20	$0.11	$2.20	$2.20
Form ICS 204			40	0	40	$0.11	$4.40	$4.40
Form ICS 205			20	0	20	$0.11	$2.20	$2.20
Form ICS 206			20	0	20	$0.11	$2.20	$2.20
Form ICS 211			20	0	20	$0.11	$2.20	$2.20
PLANNING SECTION								
EQUIPMENT (continued)						Estimated Costs		
Description	Manufacturer(s)	Model / Part#(s)	Qty	Have	Need	Unit	Extended	Budget
Form ICS 213			200	0	200	$0.11	$22.00	$22.00
Form ICS 214			100	0	100	$0.11	$11.00	$11.00
Form ICS 215, Letter Size			20	0	20	$0.11	$2.20	$2.20
Form ICS215, Wall Size, Laminated			2	0	2	$44.50	$89.00	$89.00
Form, ICS 219, t-card, blue, tan, white, yellow, red, green, gray header			100	0	100	$0.11	$11.00	$11.00
Form, ICS 219, t-card rack, canvas			2	0	2	$14.57	$29.14	$29.14
Manual, ICS Forms			2	0	2	$3.34	$6.68	$6.68
Catalog, ICS Forms			2	0	2	$3.34	$6.68	$6.68
Field Operations Guide, FEMA US&R Response System			2	0	2	$0.00	$0.00	$0.00
Field Operations Guide, ICS 420-1			2	0	2	$5.56	$11.12	$11.12
Handbook, Fireline			2	0	2	$5.56	$11.12	$11.12
TOTAL THIS SECTION							$543.60	$543.60
VEHICLE SECTION								
CACHE TRANSPORTATION / SUPPORT								
Description	Manufacturer(s)	Model / Part#(s)	Qty	Have	Need	Unit	Extended	Budget
Truck, 37' Hackney Tractor & Trailer, Rescue Cache	Hackney		1	0	1	$300,000.00	$300,000.00	$300,000.00
Truck, 3/4 Ton Crew Cab, Ready Teams	Ford	F-250	3	0	3	$36,000.00	$108,000.00	$108,000.00
Truck, 1 Ton, Crew Cab, one to pull Medical Cache	Ford	F-450	1	0	1	$50,000.00	$50,000.00	$50,000.00
32' Goosneck Utility Trailer, Medical Cache			1	0	1	$36,000.00	$36,000.00	$36,000.00
TOTAL THIS SECTION							$494,000.00	$494,000.00
VEHICLE SECTION TOTAL							$494,000.00	$494,000.00
TOTAL FOR ALL SECTIONS							$1,922,849.33	
Cache Needs							$1,922,849.33	
TOTAL FOR ALL SECTIONS WITHOUT VEHICLES							$1,428,849.33	

Funding By Section		
Rescue	20%	$385,404.60
Medical	5%	$100,656.57
Technical	7%	$141,001.91
Communications	18%	$353,982.24
Logistics	23%	$447,260.41
Planning	0%	$543.60
Vehicles	26%	$494,000.00

Issue 12 – Critical Needs for USAR and HazMat
This Issue funds the purchase identified shortfalls in equipment caches of the respective Type II WMD Regional HazMat Teams and the USAR Task Forces. Only items identified as equipment cache shortfalls, in accordance with the approved FY2008 Domestic Security Project Funding Templates, are eligible for expenditure as noted in the Budget Detail Worksheet or on the following list.

2008 FL TF-4 Critical Needs

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
RESCUE SECTION								
PNEUMATIC POWERED TOOLS						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Air bag, lifting, high-pressure, Kevlar, High Pressue US&R Lift Bag k	Paratech	Maxiforce 889350	1	1	0	$34,000.00	$34,000.00	$0.00
Kit contains the following: 4 ea. KPI-1, 4 ea. KPI-3, 4 ea. KPI-5, 4 ea. KPI-12, 2 ea. KPI-17, 2 ea. KPI-28, 2 ea. KPI-44, 2 ea. KPI-35L, 4 ea. KPI-74, 20 ea. Inline Relief Valves, 2 ea. Master Control Packages								
Air bag, lifting, high-pressure, Kevlar, 92 Ton 7 Bag Se	Paratech	Maxiforce 889092	1	1	0	$4,000.00	$4,000.00	$0.00
Kit contains the following: 1 ea. KPI-1, 1 ea. KPI-3, 1 ea. KPI-5, 1 ea. KPI-12, 1 ea. KPI-17, 1 ea. KPI-22, 1 ea. KPI-32								
Air bag, lifting, low-pressure set, complete, 26 Ton Lift Ki	Paratech	887106K	1	1	0	$12,000.00	$12,000.00	$0.00
Kit contains the following: 2. ea. Type D/K Air Cushion, 1. ea. Carrying Valise, 1. ea. Dual Controller, 1. ea. Low pressure hose, 1 ea. Low pressure hose, 1. ea. 16' Red Hose, 1. ea. Repair Kit, 1 ea. Pressure Regulator								
Chisel Kit, pneumatic (300 psi), complete, w/ accessories	ART	Quick Cut	2	2	0	$1,595.00	$3,190.00	$0.00
Kit contains the following: 1 ea. Chisel, pneumatic, chisel, Bull point 16", 1 ea. Chisel, pneumatic, Dual cutter 10", 1 ea. Chisel, pneumatic, Dual cutter & 1 ea.			1	1	0	$0.00	$0.00	$0.00
Chisel, pneumatic, Plug driver			1	1	0	$35.60	$35.60	$0.00
Chisel, pneumatic, Rubber plugs			12	12	0	$17.80	$213.60	$0.00
Gun, nail, pneumatic, 8D through 16D general purpose	Hilti	DX36M	2	2	0	$614.75	$1,229.50	$0.00
Gun, nail, pneumatic, Air hose, 50' sections			6	6	0	$12.24	$73.44	$0.00
Gun, nail, pneumatic, Nails, 8D, box			1	1	0	$111.24	$111.24	$0.00
Gun, nail, pneumatic, Nails, 16D, box			1	1	0	$111.24	$111.24	$0.00
Gun, Nail, pneumatic, Palm Nailer	Porter Cable	PN650	2	2	0	$150.00	$300.00	$0.00
Shore System, Pneumatic, Rescue Strut 50,000 LB crush strengt	Paratech	796900	1	1	0	$45,000.00	$45,000.00	$0.00
Kit contains the following: 4 ea. 12" Struts, 4 ea. 18" Struts, 4 ea. 24" Struts, 4 ea. 36" Struts, 4 ea. 54" Struts, 4 ea. 116" Long Shores, 4 ea. 12" Strut Extensions, 4 ea. 24" Strut Extenstions, 4 ea. 36" Strut Extensions, 2 ea. Dual Deadman Controlle								
Shore, Expandable, Raker system, Raker Shore Set FEMAi	Paratech	22-796480	1	1	0	$13,000.00	$13,000.00	$0.00
Kit contains the following: 4 ea. Rescue Strut 812, 2 ea. Extension 235, 2 ea. Extension 435, 2 ea. Extention 635, 2 ea. Raker Rail 4, 2 ea. Raker Rail 8 , 2 ea. Hinged Baseplate 12, 4 ea. Raker Rail Latch Base, 2 ea. Raker Junction Base, 4 ea. Raker Brac								
Shore, Expandable, 16 Shore Trench Ki	Paratech	22-796862	1	1	0	$18,000.00	$18,000.00	$0.00
Kit contains the following: 2 ea. 12" Struts, 6 ea. 18" Struts, 6 ea. 24" Struts, 2 ea. 36" Struts, 4 ea. 6" Strut Extensions, 6 ea. 12" Strut Extensions, 6 ea. 24" Strut Extensions, 1 ea. Dual Deadman Controller, 1 ea. Piston Type Regulator, 2 ea. 32" Ye								
Shore, Expandable, TriPod Conversion Kit	Paratech	796300	1	1	0	$1,700.00	$1,700.00	$0.00
Shore, Expandable, 24-36" Acme Thread Rescue Strut	Paratech	796200	2	2	0	$290.00	$580.00	$0.00
Shore, Expandable, 36-57" Acme Thread Rescue Strut	Paratech	796202	2	2	0	$370.00	$740.00	$0.00
Shore, Expandable, Elevator Support Unit Adapter Kit	Paratech	796260	1	0	1	$3,000.00	$3,000.00	$3,000.00
Shore, Expandable, 4"x4" Channel Base	Paratech	796134	4	4	0	$90.00	$360.00	$0.00
Shore, Expandable, Angle Base	Paratech	796092	6	6	0	$130.00	$780.00	$0.00
TOTAL THIS SECTION							**$113,264.62**	**$0.00**

RESCUE SECTION

ELECTRIC POWERED TOOLS

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Cutter, Rebar, electric, maximum cutting capacity 1", or equivalent	ACI	MANDC	2	2	0	$2,587.45	$5,174.90	$0.00
Cutter, Rebar, electric, replacement tip set	ACI	MANT	4	4	0	$147.00	$588.00	$0.00
Hammer, Demolition, electric, 40 lb., kit	Hilti	TE 905 AVR	2	2	0	$1,600.00	$3,200.00	$0.00
Hammer, Demolition, 40 lb. Moil/Bull point, 10"			4	4	0	$27.81	$111.24	$0.00
Hammer, Demolition, 40 lb.Moil/Bull point, 18"			4	4	0	$27.81	$111.24	$0.00
Hammer, Demolition, 40 lb., Chisel point, 1" x 10"			4	4	0	$27.81	$111.24	$0.00
Hammer, Demolition, 40 lb., Chisel point, 1" x 18"			4	4	0	$27.81	$111.24	$0.00
Hammer, Demolition, electric, 60 lb., Kit	Bosch	Brute	3	3	0	$1,589.88	$4,769.64	$0.00
Hammer, Demolition, 60 lb., Chisel point, 10"			2	2	0	$27.81	$55.62	$0.00
Hammer, Demolition, 60 lb., Chisel point, 1" x 18"			2	2	0	$27.81	$55.62	$0.00
Drill/Hammer, electric, 1/2" variable speed, industrial grade w/ case	Hilti	TE 2M	2	2	0	$300.00	$600.00	$0.00
Drill bits, steel, 1/8" - 5/8", set			2	2	0	$55.62	$111.24	$0.00
Drill bits, carbide tip, 1/4" - 5/8", set			2	2	0	$166.86	$333.72	$0.00
Drill extensions, set			1	1	0	$111.24	$111.24	$0.00

RESCUE SECTION

ELECTRIC POWERED TOOLS (continued)

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Drill, Ship Augers, 1/2" - 1-1/2", set			1	1	0	$250.29	$250.29	$0.00
Die grinder (Wizzer saw) electric or pneumatic	Hilti	DC500S+blades	2	0	2	$364.74	$729.48	$729.48
Hammer, electric, rotary, HD 1-1/2" (min.), Cordless	Hilti	TE 6-A	2	2	0	$978.99	$1,957.98	$0.00
Hammer, electric, rotary, Spare Batteries	Hilti	333969	2	2	0	$75.00	$150.00	$0.00
Hammer, electric, rotary, Bit, spline shank, 3/8" diamond / carbide tipped,			4	4	0	$83.43	$333.72	$0.00
Hammer, electric, rotary, Bit, 1/2" Drill and diamond / carbide tipped	Hilti	TE 76 ATC/TEY 1/2-13	3	3	0	$1,453.84	$4,361.52	$0.00
Hammer, electric, rotary, Bit, 1" diamond / carbide tipped			4	4	0	$194.67	$778.68	$0.00
Hammer, electric, rotary, Bit, 1-1/2" diamond / carbide tipped			4	4	0	$222.48	$889.92	$0.00
Hammer, electric, rotary, Adapter, "B" taper			2	2	0	$50.06	$100.12	$0.00
Hammer, electric, rotary, Adapter, SDS			2	2	0	$50.06	$100.12	$0.00
Hammer, electric, rotary, Points, bull			6	6	0	$33.37	$200.22	$0.00
Hammer, electric, rotary, Chisels, cold			6	6	0	$33.37	$200.22	$0.00
Hammer, electric, rotary, Bit, 2½", diamond / carbide-tipped			4	4	0	$333.72	$1,334.88	$0.00
Hammer, electric, rotary, Bit, bull point, 10"			4	4	0	$33.37	$133.48	$0.00
Hammer, electric, rotary, Bit, chisel point, 10"			4	4	0	$33.37	$133.48	$0.00
Pump, submersible, electricor air operated			1	1	0	$500.00	$500.00	$0.00
Hose, Fire 1½" (NST thread) 50'			4	4	0	$77.87	$311.48	$0.00
Hose, Fire, Adapter, 3" to 1-1/2"			2	2	0	$44.50	$89.00	$0.00
Hose, Fire, Adapter, 2-1/2" to 1-1/2"			2	2	0	$13.35	$26.70	$0.00
Hose, Manifold, HazMat Adapter, 1 1/2"	KOCHEK	AJ09901	1	1	0	$24.00	$24.00	$0.00
Hose, Manifold, HazMat Adapter, 2 1/2"	KOCHEK	AJ09902	1	1	0	$40.00	$40.00	$0.00
Saw, Electric, Band Saw	Milwaukee	6238	1	0	1	$289.00	$289.00	$289.00
Saw, Electric, Band Saw, Blade, Milwaukee Bi-Metal Super-Tough® Band Saw Blades, 44-7/8" x 1/2" x .020	Milwaukee		3	0	3	$8.15	$24.45	$24.45
Saw, electric, reciprocating, variable speed, heavy duty, w/ case, Cordless, 24 volt	Hilti	WSR 650A PE	2	2	0	$333.72	$667.44	$0.00
Saw, battery, for cordless reciprocating sav	Hilti		2	2	0			$0.00
Saw, reciprocating, Bottle, spray, plastic, w/ soap solution			2	2	0	$2.22	$4.44	$0.00
Saw, reciprocating, Blades reciprocating bi-metal, shatterproof			100	100	0	$7.79	$779.00	$0.00

Saw, reciprocating, Blades reciprocating wood-cutting, shatterproof			100	100	0	$7.79	$779.00	$0.00
Saw, chain, electric, 12" bar			2	2	0	$200.23	$400.46	$0.00
Saw, circular, electric, 10-¼" heavy-duty w/ case. Worm dirve	Big Foot	SBFX BF HD 77	2	2	0	$333.72	$667.44	$0.00
Saw, circular, electric, 7-¼" heavy-duty w/ case	Milwaukee		2	2	0	$166.86	$333.72	$0.00
Saw, circular, Blades, 7¼" circular carbide tip, combination rip/crosscut			12	12	0	$22.25	$267.00	$0.00
Saw, circular, Blades, 10-1/4" circular, carbide tip, combination rip/crosscut			12	12	0	$55.62	$667.44	$0.00
TOTAL THIS SECTION							$32,969.62	$1,042.93
RESCUE SECTION								
POWER TOOLS						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Saw, chain, gasoline-powered, direct drive, Concrete Cutting	Partner	K950	2	0	2	$1,400.00	$2,800.00	$2,800.00
Saw, chain, gasoline-powered, Concrete Cutting Chain			11	0	11	$525.00	$5,775.00	$5,775.00
Saw, chain, gasoline-powered, Bars, for gas powered concrete cutting chain saw			8	0	8	$55.62	$444.96	$444.96
Saw, chain, gasoline-powered, Filters and spark plugs for gas-powered concrete cutting chain saw			20	20	0	$16.69	$333.80	$0.00
Saw, chain, 16" gasoline-powered, 2 cycle, direct drive	Stihl	MS440	8	8	0	$810.00	$6,480.00	$0.00
Saw, chain, 16" gasoline-powered, Chains 16", carbide tip, laser weld			24	24	0	$19.73	$473.52	$0.00
Saw, chain, 16" gasoline-powered, Wood chisel blades			24	24	0	$110.00	$2,640.00	$0.00
Saw, chain, 16" gasoline-powered, Bars 16", for gas powered chain saw, roller tip			8	8	0	$50.00	$400.00	$0.00
Saw, chain, 16" gasoline-powered, Filters and spark plugs for Stihl or equivalent gas-powered chain saw			20	20	0	$16.69	$333.80	$0.00
Saw, chaps	Stihl	BLK36" L	10	10	0	$100.00	$1,000.00	$0.00
RESCUE SECTION								
POWER TOOLS (continued)						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Saw, chain, 16" gasoline-powered, Saw maintenance kit, field, (fuel/oil mix, bar oil, hand tools, belt or scabbard)			8	8	0	$27.81	$222.48	$0.00
Saw, gasoline, 14" or 16" power rotary blade, 1" arbor, w/case	Partner	K950	2	2	0	$1,446.12	$2,892.24	$0.00
Saw, gasoline, 14" or 16" power rotary blade, Filters/spark plugs			8	8	0	$16.69	$133.52	$0.00
Saw, gasoline, 14" or 16" power rotary blade, Belts, drive			4	4	0	$22.25	$89.00	$0.00
Saw, gasoline, 14" or 16" power rotary blade, Blades, diamond tip, reinforced concrete-cutting			10	10	0	$239.17	$2,391.70	$0.00
Saw, gasoline, 14" or 16" power rotary blade, Blade, carbide tip			4	4	0	$77.87	$311.48	$0.00
Saw, gasoline, 14" or 16" power rotary blade, Blade, steel cutting abrasive			20	20	0	$14.46	$289.20	$0.00
Saw, gasoline, power rotary Ring blade, Kit	Partner	K950	2	0	2	$2,500.00	$5,000.00	$5,000.00
Saw, Ring Saw Blade	Partner	ELR45	2	0	2	$425.00	$850.00	$850.00
Vehicle Rescue System, Spreader, battery powered	Power Hawk	PT-16 Damage Control Kit	1	0	1	$8,343.00	$8,343.00	$8,343.00
TOTAL THIS SECTION							$41,203.70	$23,212.96
RESCUE SECTION								
HYDRAULIC POWERED TOOLS						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Stanley Breaker, hydraulic, 90 lb.or equivalent			1	1	0	$2,831.06	$2,831.06	$0.00
Stanley Breaker, hydraulic, Moil point bit, 14" or equivalent			1	1	0	$38.93	$38.93	$0.00
Stanley Breaker, hydraulic, Chisel, 3" x 14" or equivalent			1	1	0	$33.37	$33.37	$0.00
Stanley Breaker, hydraulic, Chisel, 1" x 14" or equivalent			1	1	0	$33.37	$33.37	$0.00

Stanley Breaker, hydraulic 45 lb.or equivalent			1	1	0	$2,113.56	$2,113.56	$0.00
Stanley Breaker, hydraulic, Moil point bit, 14" or equivalent			1	1	0	$38.93	$38.93	$0.00
Stanley Breaker, hydraulic, Chisel, 3" x 14" or equivalent			1	1	0	$33.37	$33.37	$0.00
Stanley Breaker, hydraulic, Chisel, 1" x 14" or equivalent			1	1	0	$33.37	$33.37	$0.00
Stanley Concrete chain saw, hydraulic, diamond blade, DS-11 or equivalent			1	1	0	$2,336.04	$2,336.04	$0.00
Stanley Concrete chain saw, hydraulic, Diamond segment chain, 15" (hard concrete, heavy steel reinforcing)			6	6	0	$778.68	$4,672.08	$0.00
Stanley Concrete chain saw, hydraulic, Diamond segment chain, 15"(medium concrete, moderate steel reinforcing)			6	6	0	$778.68	$4,672.08	$0.00
Stanley Concrete chain saw, hydraulic, Chain service kit or equivalent			2	2	0	$333.72	$667.44	$0.00
Stanley Concrete chain saw, hydraulic, Saw bar, 15" or equivalent			2	2	0	$333.72	$667.44	$0.00
Stanley Concrete chain saw, hydraulic, Water pump accessory or equivalent			1	1	0	$723.06	$723.06	$0.00
Ring Saw, hydraulic	Partner	K3600	1	1	0	$4,100.00	$4,100.00	$0.00
Ring Saw, Blades	Partner	ELR70	3	3	0	$425.00	$1,275.00	$0.00
Stanley Cut off saw	Stanley	CO25541	1	1	0	$2,000.00	$2,000.00	$0.00
Stanley Concrete Cut off saw, hydraulic, Metal cutting abrasive wheel, 14" diameter X 1" arbor or equivalent			4	4	0	$22.25	$89.00	$0.00
Stanley Hammer drill, hydraulic, Bit, carbide, 1" X 24" or equivalent			2	2	0	$133.49	$266.98	$0.00
Stanley Hammer drill, hydraulic, Bit, carbide, 1½" X 24" or equivalent			2	2	0	$200.23	$400.46	$0.00
Stanley Hammer drill, hydraulic, Bit, carbide, 2" X 24" or equivalent			2	2	0	$444.96	$889.92	$0.00
Stanley Hammer drill, hydraulic, Service and maintenance kit or equivalent			1	1	0	$371.52	$371.52	$0.00
Stanley.Coring Drill, hydraulic, Capable of drilling a 2" diameter hole 8" deep w/ case & portable tank	Stanley	CD10100	1	0	1	$3,200.00	$3,200.00	$3,200.00
Hydraulic Vehicle Rescue System Power unit, hydraulic, 4-cycle gasoline, Heavy Duty			1	1	0	$4,075.00	$4,075.00	$0.00
Power unit, hydraulic, medium-duty, compact, Bantum Power Unit			1	1	0	$3,500.00	$3,500.00	$0.00
Tool Bracket Set			1	1	0	$425.00	$425.00	$0.00
Hydraulic Vehicle Rescue System, Fuel Filters			5	5	0	$18.50	$92.50	$0.00
RESCUE SECTION								
HYDRAULIC POWERED TOOLS (continued)						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Hydraulic Vehicle Rescue System, Spark plugs			5	5	0	$7.10	$35.50	$0.00
Hydraulic Vehicle Rescue System, Cutter, 4-cycle gasoline, electric, battery powered or equivelent, Heavy Duty			1	1	0	$3,800.00	$3,800.00	$0.00
Hydraulic Vehicle Rescue System, Cutter, 4-cycle gasoline, electric, battery powered or equivelent			1	1	0	$3,795.00	$3,795.00	$0.00
Hydraulic Vehicle Rescue System, Ram, hydraulic, min. 48" length, 4-cycle gasoline, electric, battery powered or equivelent			2	2	0	$1,590.00	$3,180.00	$0.00
Hydraulic Vehicle Rescue System, Ram, hydraulic, min. 28" length, 4-cycle gasoline, electric, battery powered or equivelent			2	2	0	$1,595.00	$3,190.00	$0.00
Hydraulic Vehicle Rescue System, Ram, hydraulic, min. 18" length, 4-cycle gasoline, electric, battery powered or equivelent			2	2	0	$1,150.00	$2,300.00	$0.00
Hydraulic Vehicle Rescue System, Hose, hydraulic, 25-foot section			8	8	0	$475.00	$3,800.00	$0.00
Hydraulic Vehicle Rescue System, Ram accessory kit			4	4	0	$443.00	$1,772.00	$0.00
Hydraulic Vehicle Rescue System, Pump, manual, hydraulic			1	1	0	$1,200.00	$1,200.00	$0.00
Power unit, hydraulic, medium-duty, compact,			1	1	0	$3,425.00	$3,425.00	$0.00
Power unit, hydraulic, Hoses, ½" X 50 ft., dual hoses			2	2	0	$750.00	$1,500.00	$0.00
Power unit, hydraulic, Couplings, NPT MALE			6	6	0	$62.00	$372.00	$0.00
Power unit, hydraulic, Couplings, NPT FEMALE			6	6	0	$85.00	$510.00	$0.00

Power unit, hydraulic, Hydraulic fluid filter			1	1	0	$21.81	$21.81	$0.00
Hydraulic Breaching Tool, Hydra-Ram II	Hyrdra-Ram	HR-2	6	6	0	$1,700.00	$10,200.00	$0.00
TOTAL THIS SECTION							$68,480.79	$3,200.00
RESCUE SECTION								
MISCELLANEOUS TOOLS						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Nail, Gun, piston-activated, 27 caliber-autofeed, w/ case and accessories	Hilti	DX36M	2	2	0	$614.75	$1,229.50	$0.00
Nail, Gun, piston-activated, Pins, 2", HD, w/ washers			1000	1000	0	$0.11	$110.00	$0.00
Nail, Gun, piston-activated, Pins, 3¼", HD, w/ washers			1000	1000	0	$0.11	$110.00	$0.00
Nail, Gun, piston-activated, Loads, medium			1000	1000	0	$0.22	$220.00	$0.00
Nail, Gun, piston-activated, Loads, HD			1000	1000	0	$0.22	$220.00	$0.00
Shoring, Panels, 4' X 8' Finform 14 ply w/ 2"X12" strongbacks			8	8	0	$250.00	$2,000.00	$0.00
Steel Pickets (1" X 4') (subject to current cost of cold rolled steel) Rebar Steel			12	12	0	$20.00	$240.00	$0.00
Torch, oxygen/fuel gas, portable kit, w/ attachments (gauges, hoses, wands), Portable Cutting System (PCS)	Petrogen	6000	1	0	1	$1,374.68	$1,374.68	$1,374.68
Torch, oxygen/fuel gas, portable kit, w/ attachments (gauges, hoses, wands), PETROGEN® Heavy Rescue Outfit	Petrogen	6050	1	1	0	$1,500.00	$1,500.00	$0.00
Torch, oxygen/fuel gas, optional kit, PETROGEN® Option Group A	Petrogen	6051	1	1	0		$0.00	$0.00
Torch oxy/acetylene kits, large bore, w/attachments (gauges, hoses, wands, adapters and safety equipment) minus bottles	Victor	Journeyman #4	2	2	0	$409.00	$818.00	$0.00
Torch, oxygen/fuel gas, rotary striker			20	20	0	$5.56	$111.20	$0.00
Torch, exothermic, complete	Victor	ARCAIR	1	1	0	$2,095.00	$2,095.00	$0.00
Torch, exothermic, Rods, spare, 25 box	Victor	ARCAIR Rods	2	2	0	$64.00	$128.00	$0.00
Camara, Thermal Imaging, Infrared, non-Fire Service model, with charger, storage case, hand/neck strap, 2-spare batteries	Diop	Cadet	4	2	2	$16,500.00	$66,000.00	$33,000.00
TOTAL THIS SECTION							$76,156.38	$34,374.68
RESCUE SECTION								
HAND TOOLS						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Axe, flat head, with fiberglass handle			5	0	5	$44.50	$222.50	$222.50
Axe, Pick head, with fiberglass handle			4	0	4	$44.50	$178.00	$178.00
Axe, Pry (w/ standard claw and leather sheath)			4	4	0	$222.48	$889.92	$0.00
Bar, pry, pinch point 60"			8	8	0	$55.62	$444.96	$0.00
Bar, Halagon			6	0	6	$150.00	$900.00	$900.00
Bar, wrecking 18"			4	4	0	$11.12	$44.48	$0.00
Bar, pry, pinch point 48"			6	6	0	$44.50	$267.00	$0.00
Bar, wrecking 30"			8	8	0	$22.25	$178.00	$0.00
Belt, carpenter, quick disconnects, with 2 pouches			6	6	0	$44.50	$267.00	$0.00
Bucket, plastic, 5 gallon, with handle			6	0	6	$2.22	$13.32	$13.32
Bucket, collapsible, 12" X 17"			6	0	6	$33.37	$200.22	$200.22
Carrier, debris, 4' x 4'			4	0	4	$88.99	$355.96	$355.96
Chalk, line, 50'			2	2	0	$11.12	$22.24	$0.00
Chisel, cold, diamond point, 8"			3	3	0	$13.35	$40.05	$0.00
Chisel, cold, floor, 12"			3	3	0	$16.69	$50.07	$0.00
Chisels, wood, assorted (not to exceed 8 chisels total), set			1	1	0	$88.99	$88.99	$0.00
Crayon, lumber, assorted colors			100	100	0	$1.11	$111.00	$0.00

Cutter, bolt, 18"			5	5	0	$44.50	$222.50	$0.00
Cutter, bolt, 36"			1	1	0	$88.99	$88.99	$0.00
Cutter, pipe, multiple head, 1 - 2-1/2"			1	1	0	$222.48	$222.48	$0.00
Cutter, wire and cable, 28", fiberglass handles			1	1	0	$88.99	$88.99	$0.00
Ellis, jack, 4X4, 25#			2	0	2	$50.06	$100.12	$100.12
Ellis, jack, post cap screw, 4X4, w/ adjustable base			4	0	4	$33.37	$133.48	$133.48
Ellis, clamps, pair			25	0	25	$11.12	$278.00	$278.00
Ellis, swivel base, 4X4			2	0	2	$44.50	$89.00	$89.00
Hacksaw, high tension, contractor grade			4	4	0	$27.81	$111.24	$0.00
Hacksaw, Blades, 12" - 18 teeth per inch, shatterproof			25	25	0	$2.22	$55.50	$0.00
Hacksaw, Blades, 12" - 24 teeth per inch shatterproof			25	25	0	$2.22	$55.50	$0.00
Hammer, sledge, 3 or 4 lb.			2	2	0	$83.43	$166.86	$0.00
Hammer, sledge, 10 or 12 lb.			2	2	0	$83.43	$166.86	$0.00
Hammer, framing straight claw, 22 oz., steel, mill face			6	6	0	$33.37	$200.22	$0.00
Hand truck, convertible into dolly, with pneumatic tires			3	3	0	$333.72	$1,001.16	$0.00
Hatchet, carpenter's			2	2	0	$38.93	$77.86	$0.00
Jack, hydraulic, 10 ton, low profile			2	2	0	$111.24	$222.48	$0.00
Jack, hydraulic, 20 ton, low profile			2	2	0	$111.24	$222.48	$0.00
Knife, utility, retractable blade, w/spare blades			6	6	0	$13.35	$80.10	$0.00
Ladder, attic, 10' folding			1	1	0	$278.10	$278.10	$0.00
Ladder, 18' Little Giant, or equivalent			2	2	0	$556.20	$1,112.40	$0.00
Level, 4 ft.			2	2	0	$44.50	$89.00	$0.00
Nails, common, 16D, Duplex, pound			50	50	0	$0.56	$28.00	$0.00
Nails, common, 8D, Duplex, pound			50	50	0	$0.56	$28.00	$0.00
Paint, spray, fluorescent, Case			100	100	0	$25.00	$2,500.00	$0.00
Pencils, carpenter			100	100	0	$1.11	$111.00	$0.00
Pick, 36" or standard			2	2	0	$55.62	$111.24	$0.00
Pulaski tool, standard			3	3	0	$33.37	$100.11	$0.00
Saw, keyhole			2	2	0	$24.47	$48.94	$0.00
Saw, 8-point, cross cut, hand			2	2	0	$27.81	$55.62	$0.00
Sheeting, plastic, 6 mil x 50' x 100', roll			2	2	0	$111.24	$222.48	$0.00
Shovel, Entrenching tool, with folding pick			7	0	7	$33.37	$233.59	$233.59
Shovel, 60", straight handle, spade point			6	6	0	$26.70	$160.20	$0.00
Shovel, 60", straight handle, square point			2	2	0	$26.70	$53.40	$0.00
Shovel, 30", D handle, square point			2	2	0	$26.70	$53.40	$0.00
RESCUE SECTION								
HAND TOOLS (continued)						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Snips, tin, aviation type			12	12	0	$16.69	$200.28	$0.00
Square, speed			12	12	0	$16.69	$200.28	$0.00
Square, framing, 2 ft.			6	6	0	$16.69	$100.14	$0.00
Tamper, top post hole digger, one piece, high carbon steel, 69"			1	0	1	$27.81	$27.81	$27.81
Tape, flagging, 100 yd. roll (yellow), roll			6	6	0	$6.67	$40.02	$0.00
Tape, measuring, 100'			2	2	0	$27.81	$55.62	$0.00
Tape, measuring, 30' power return, 1" blade width			12	12	0	$27.81	$333.72	$0.00
Tape, Surveyors, Flourscent Green, roll			24	24	0	$2.22	$53.28	$0.00
Tape, Surveyors, Flourscent Red, roll			24	24	0	$2.06	$49.44	$0.00
Tarpaulin, polyethylene 12' x 18', heavy duty grommets			12	12	0	$27.81	$333.72	$0.00
Wedge, steel, 4 lb. square head			6	6	0	$11.12	$66.72	$0.00

Wrench, pipe, 36" aluminum			1	1	0	$166.86	$166.86	$0.00
Wrench, pipe, 18" aluminum			1	1	0	$88.99	$88.99	$0.00
Wrench, pipe, 12" aluminum			1	1	0	$38.93	$38.93	$0.00
TOTAL THIS SECTION							$14,798.82	$2,732.00

RESCUE SECTION

HEAVY RIGGING

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Cable, come-along, 3-ton	Certi	CH15	4	4	0	$400.00	$1,600.00	$0.00
Chain Hoist, 1 1/2 ton lever type	Certified Slings	LUGBBIRCHM	2	2	0	$346.30	$692.60	$0.00
Swivel Hoist Rings, 1/2" Steel, Crosby or other USA equivalent			4	4	0	$100.12	$400.48	$0.00
Eye Nuts, 1/2", Steel, Crosby or other USA equivalent			8	8	0	$8.00	$64.00	$0.00
Anchors, Wedge, concrete, 1/2" x 5-1/2", Ramset, Hilti, Strong-tie			25	25	0	$6.48	$162.00	$0.00
Wrench, Torque 1/2" drive, 250 Ft. Lb. Capacity, W/Socket			2	2	0	$228.04	$456.08	$0.00
Chain, 3/8"x10', grade 8, lifting, with Clevis, slip hooks and latches			2	2	0	$108.00	$216.00	$0.00
Chain, 3/8"x 20', grade 8, lifting, with Clevis, slip hook and latches			1	1	0	$145.00	$145.00	$0.00
Shackles, Screw Pin, 1-1/4", 12 ton			8	8	0	$68.95	$551.60	$0.00
Shackles, Screw Pin, 5/8" 3-1/4 ton			8	8	0	$15.18	$121.44	$0.00
Sling, Polyester roundsling, 20 ft. endless, 17,000 lb. choker capacity			4	4	0	$147.50	$590.00	$0.00
Sling, Polyester roundsling, 10 ft. endless, 17,000 lb. choker capacity			4	4	0	$80.00	$320.00	$0.00

RESCUE SECTION

HEAVY RIGGING (continued)

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Slings, Synthetic, Heavy duty, 3" x 6', Type 3, Flat Eye, One Ply 3800 Lb. Choker Capacity			4	4	0	$26.82	$107.28	$0.00
Anchors, Wedge, concrete, 1/2" x 7", Ramset, Hilti, Strong-tie			25	25	0	$14.78	$369.50	$0.00
Round Sling, Corner/Wear Protection, 6" x 12" Sleeve			8	8	0	$28.25	$226.00	$0.00
Field Operations Guide, SCT, Corps of Engineers			8	0	8	$21.60	$172.80	$172.80
TOTAL THIS SECTION							$6,194.78	$172.80

RESCUE SECTION

PATIENT IMMOBILIZATION / EXTRICATION

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Stretcher system, Sked or equivalent			2	2	0	$556.20	$1,112.40	$0.00
Stretcher system, Traverse Rescue Stretcher	CMC	726600	1	0	1	$700.00	$700.00	$700.00
Cervical Collars or equivalent pediatric (Stiffneck or equivalent)			8	8	0	$11.12	$88.96	$0.00
Cervical Collars adjustable (Stiffneck or equivalent)			16	16	0	$8.90	$142.40	$0.00
Cervical Collars Pediatric No Neck (Stiffneck or equivalent)			5	5	0	$8.90	$44.50	$0.00
Duct Tape			4	4	0	$5.56	$22.24	$0.00
Full Backboard, w/ vertical lift capability			2	0	2	$611.82	$1,223.64	$1,223.64
Half Backboard, LSP Halfback or Yates Spec Pak			2	0	2	$900.00	$1,800.00	$1,800.00
Head Immobilizer disposable, adult			10	10	0	$4.45	$44.50	$0.00
Longboards w, Straps (Henley or equiv.), Stokes compatible			4	4	0	$222.48	$889.92	$0.00
Pediatric immobilization boards or equivalent (complete w/ case)			2	0	2	$250.29	$500.58	$500.58
Stokes litter wheel, EMC, Inc., or equivalent			2	2	0	$723.06	$1,446.12	$0.00
Stretcher, Rescue, Pre-Rig Kits	CMC	724121	2	2	0	$129.05	$258.10	$0.00
Stretcher, Rescue, without Leg Separators (Traverse Titan Ti)	CMC	726112	2	2	0	$1,061.65	$2,123.30	$0.00

Straps, Backboard, 9 ft., nylon			12	12	0	$16.69	$200.28	$0.00
TOTAL THIS SECTION							$10,596.94	$4,224.22
RESCUE SECTION								
TECHNICAL ROPE						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Sling, RSI OMNI or equivalent	RSI	757100	2	2	0	$14.01	$28.02	$0.00
Hauling system, 4:1 advantage w/ 240 ft. of lifeline, static kemmantle, 1/2" diameter. minimum tensile strength (MTS) 9,000 lbs. must meet or exceed NFPA 1983, with bag		Assembled from Components below	2	2	0		$0.00	$0.00
Descenders, figure 8, with ears, MTS (min. tensile strength) 10,000 lbs.	CMC	300850	8	8	0	$39.27	$314.16	$0.00
Ascenders, caming device for ½" rope	CMC	340004	4	4	0	$59.08	$236.32	$0.00
Harness, full body (NFPA-approved Class III, confined space compliant)	CMC	202165	16	16	0	$248.18	$3,970.88	$0.00
Rack, Rappel, 6 bar, NFPA	CMC	314001	8	8	0	$65.05	$520.40	$0.00
Rope edge protecter, Velcro - LARGE	CMC	294029	4	4	0	$18.94	$75.76	$0.00
Rope edge protecter, Chafing Guard	CMC	294044	4	4	0	$71.61	$286.44	$0.00
Rope edge roller	CMC	314900	2	2	0	$152.17	$304.34	$0.00
Rope log. book, rope usage	CMC	993213	8	8	0	$2.22	$17.76	$0.00
Bag, Rope hardware, Cordura, 20" x 10" x 4" *SPECIFY COLORS	CMC	431101	12	12	0	$55.62	$667.44	$0.00
Bag, water rescue throw, 75' Redi-Line Bag Set	CMC	291375	4	4	0	$32.35	$129.40	$0.00
Plate, Anchor	CMC	300615	4	4	0	$44.00	$176.00	$0.00
Pulley, 2", rescue grade, prusik-minding, aluminum frame, single sheave for ½" rope	CMC	300323	4	4	0	$45.43	$181.72	$0.00
Pulley, 2", rescue grade, prusik-minding, 1/2" diameter aluminum frame, double sheave	CMC	300324	2	2	0	$90.00	$180.00	$0.00
Pulley, 4", rescue grade, prusik-minding, aluminum frame, single sheave for ½" rope	CMC	315200	12	12	0	$46.21	$554.52	$0.00
Pulley, 4", rescue grade, prusik-minding, 1/2" diameter aluminum frame, double sheave	CMC	315700	4	4	0	$91.57	$366.28	$0.00
Rope, lifeline, 600' lengths of nylon static, Kemmantle, 1/2" diameter, minimum tensile strength (MTS) 9000 lbs., must meet or exceed NFPA 1983, w/ bag and edge guards (Seven Colors)	CMC	k00160,e/G294042, BAG 430301	7	7	0	$474.29	$3,320.03	$0.00
Carabiners, steel, locking "D", extra large, 10,000 tensile strength, must meet NFPA 1983/ANSI/OSHA requirements	CMC	324001	56	56	0	$31.58	$1,768.48	$0.00
Rope, nylon, tag line, 200' lengths of 8mm, MTS 2,600 lbs., must meet or exceed NFPA 1983, w/ bag	CMC	ROPE 293038 BAG 430203	8	8	0	$68.00	$544.00	$0.00
Strap, Rescue Pick-Off	CMC		2	2	0	$20.00	$40.00	$0.00
Webbing, Tubular, 2", MTS 6,000 lbs., feet	CMC	200203	200	200	0	$0.63	$126.00	$0.00
Webbing, flat, 1", feet SPECIFY COLOR (ORANGE)	CMC	200111	500	500	0	$0.27	$135.00	$0.00
RESCUE SECTION								
TECHNICAL ROPE (continued)						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Tripod, tubular aluminum, Skedco, w/bag	CMC	757000 & 757010	1	1	0	$1,100.00	$1,100.00	$0.00
Tripod, tubular aluminum, or Arizona Vortex Rescue System, adjustable between 6' and 8', minimum work load of 600 lbs.			2	0	2	$3,348.00	$6,696.00	$6,696.00
TOTAL THIS SECTION							$21,738.95	$6,696.00

RESCUE SECTION TOTAL							$385,404.60	$75,655.59
MEDICAL SECTION								
KITS						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
BLS Kit			5	5	0	$1,668.60	$8,343.00	$0.00
Basic Life Support Kit to care for 6 crew members or victims that meets requirements for BLS supplies and equipment as found in Chapter 64E-2, Florida Administrative Code.								
Trauma/ALS Kit			5	5	0	$4,000.00	$20,000.00	$0.00
Advanced Life Support Kit to care for 6 crew members or victims that meets requirements for ALS supplies and equipment as found in Chapter 64E-2, Florida Administrative Code.								
TOTAL THIS SECTION							$28,343.00	$0.00
MEDICAL SECTION								
PATIENT MONITORING						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Defibrillator/monitor Battery Support Systems			1	1	0	$1,668.60	$1,668.60	$0.00
Defibrillator/monitor batteries			10	10	0	$166.86	$1,668.60	$0.00
Defibrillator/monitor, Pacing/12 lead/BP/SAO2/ETCO2 capable, with case			1	1	0	$26,000.00	$26,000.00	$0.00
Defibrillator/monitor, case, 1 for each Defib. Unit			1	1	0	$278.10	$278.10	$0.00
Defibrillator/monitor, basic capability			1	1	0	$13,348.80	$13,348.80	$0.00
EKG Paper, roll			3	3	0	$3.34	$10.02	$0.00
Defibrilator, External, Pads			25	25	0	$38.93	$973.25	$0.00
Electrolyte monitor, portable, with 220200 cartridges — Na, K, PC02, PO2, HET(Istat or equivalent)			1	0	1	$7,786.80	$7,786.80	$7,786.80
Vital Signs Monitor, Compact, with case, AC adaptor, cuffs for large adult, adult, child and infant. Functions; Blood pressure, Pulse, MAP, end-tidal CO2, oxygen saturation, temperature and respirations.			1		1	$6,674.40	$6,674.40	$6,674.40
Defibrilator, Automatic External, Automatic, Lightweight (less then 2 lbs.)Supplies should be compatable with Cardiac Monitors above			5	0	5	$2,781.00	$13,905.00	$13,905.00
TOTAL THIS SECTION							$72,313.57	$28,366.20
MEDICAL SECTION TOTAL							$100,656.57	$28,366.20
TECHNICAL SECTION								
STRUCTURES SPECIALIST EQUIPMENT						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Backpack/Equipment Vest (for carrying tools)			2	2	0	$133.49	$266.98	$0.00
Binoculars, 10 x 50, compact, or equivelent			2	2	0	$278.10	$556.20	$0.00
Compass, navigation, high quality			2	0	2	$111.24	$222.48	$222.48
Distance measuring device, laser range finder, 400 yd.	Hilti	PD 32	4	0	4	$177.98	$711.92	$711.92
Documentation kit, including documents, forms, pens, pencils, mylar sheets			2	2	0	$22.25	$44.50	$0.00

Gauge, strain, plastic			12	12	0	$16.69	$200.28	$0.00
Hammer, geology			2	2	0	$44.50	$89.00	$0.00
Level, electronic, Smarttool or equivelent			4	0	4	$162.00	$648.00	$648.00
Marking Kit, including			2	2	0	$11.12	$22.24	$0.00
Tape, Haz mat, cordoning, roll			1	0	1		$0.00	$0.00
Tape, warning, yellow, caution, roll			1	1	0		$0.00	$0.00
Survey ribbon (red, yellow, white), roll			2	2	0		$0.00	$0.00
Paint, spray, orange			2	2	0		$0.00	$0.00
Crayon, marking (white, yellow, black)			6	6	0		$0.00	$0.00
Cyalume light stick, 12-hour duration			12	12	0	$2.22	$26.64	$0.00
Tape, Measuring, 30 ft.			2	2	0	$27.81	$55.62	$0.00
Tape, Measuring, 100 ft.			2	2	0	$27.81	$55.62	$0.00
Metal detector, hand held, zircon metalliscanner 6.0 or equivalent			2	0	2	$111.24	$222.48	$222.48
Plumb bobs and lines			4	0	4	$11.12	$44.48	$44.48
Pointer, laser			2	0	2	$22.25	$44.50	$44.50
Theodolite, with tripod			2	0	2	$3,337.20	$6,674.40	$6,674.40
Screwdriver, Phillips #2 X 18"			2	2	0	$11.12	$22.24	$0.00
3/16" X 1-3/4", self tapping concrete screws, with masonry bit , tap-con or equivalent, 100/box			1	1	0	$44.50	$44.50	$0.00
Rapid set, 2 part epoxy putty, paste grade, pack			2	0	2	$11.12	$22.24	$22.24
Calculator, scientific HP20S or equivalent			2	0	2	$250.29	$500.58	$500.58
Clinometer, foresters type, calibrated for 100 feet			1	0	1	$111.24	$111.24	$111.24
Kneeboard, tri-fold,			2	0	2	$33.37	$66.74	$66.74
Wind meter, pocket,			2	0	2	$111.24	$222.48	$222.48
Penetrometer, Pocket, with adaptor foot for soft soil,			2	0	2	$66.74	$133.48	$133.48
Tape, Measuring, 300 ft.			1	0	1	$72.31	$72.31	$72.31
Robosquare, 3-beam level and square laser, or equivelent			2	0	2	$324.00	$648.00	$648.00
Level, Laser, Single Beam	Hilti	PML 32	2	0	2	$108.00	$216.00	$216.00
Telescope, compact, approx. 6" length, 25 x 30, or equivelent			1	0	1	$83.43	$83.43	$83.43
TOTAL THIS SECTION							$12,028.58	$10,644.76
TECHNICAL SECTION								
TECHNICAL INFORMATION SPECIALIST EQUIPMENT						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Recorder, portable, hand-held, audio microcassette			2	0	2	$111.24	$222.48	$222.48
Television, color, w/ VHS VCR, single unit			1	0	1	$333.72	$333.72	$333.72
Video camera, hand-held, digital, tape or disk media, with low light capability, complete with case and accessories (Extra media is included in the Logistics Support Kit)			1	0	1	$1,000.00	$1,000.00	$1,000.00
Camera, digital 8 MP Min, zoom capable, with accessories listed below:			4	4	0	$500.00	$2,000.00	$0.00
Carry case, Charger, data cable								
Camera, digital SLR 8 MP Min, zoom capable, with accessories below			2	2	0	$1,000.00	$2,000.00	$0.00
Carry case, Charger, data cable								
Projector, Video, LCD, 1024 x 768 (XGA) minimum, to include cable kit	HP	xp8010	1	0	1	$2,374.00	$2,374.00	$2,374.00
Scale, Photo evidence, 6", Evident or equivelent			10	0	10	$2.16	$21.60	$21.60
Scale, Pocket, Credit Card size, Evident or equivelent			10	0	10	$2.16	$21.60	$21.60
Scale, Photomacrographic, 4" x 4", Evident or equivelent			2	0	2	$5.40	$10.80	$10.80
Scale, Photography, Reversible, "L" Shape, Evident or equivelent			2	0	2	$10.80	$21.60	$21.60
Markers, Engraved, Photo Identification, Set, A-Z, Evident or equivelent			1	0	1	$81.00	$81.00	$81.00

Markers, Engraved, Photo Identification, Set, Arrows (up, down, left, right), Evident or equivelent			1	0	1	$43.20	$43.20	$43.20
Ruler, Tape, Evidence, 12", Evident or equivelent			2	2	0	$7.56	$15.12	$0.00
Scale, Adhesive, Photo Evidence, 2", roll of 1000, Evident or equivelent, roll			2	0	2	$86.40	$172.80	$172.80
TOTAL THIS SECTION							$8,317.92	$4,302.80
TECHNICAL SECTION								
HAZARDOUS MATERIALS SPECIALIST EQUIPMENT						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Monitor, portable, battery operated multi-function device KIT, 4-Gas - P.I.D., capable of monitoring LEL, O2 level, CO presence and H2S (or appropriate toxic sensor). Must have capability to extend probes into void spaces, w/ accessories, extra batteries	MSA	A-Sirius-AL111A0310R110S	4	0	4	$2,800.00	$11,200.00	$11,200.00
Monitor, portable, battery operated, compact KIT, 4-Gas, capable of monitoring LEL, O2 level, CO presence and H2S (or appropriate toxic sensor), w/ accessories, extra batteries	MSA	Solarus	2	0	2	$800.00	$1,600.00	$1,600.00
Monitor, portable, battery operated multi-function device KIT, 4-Gas - P.I.D., Calibration/Charging Modual	MSA	Galaxy	4	0	4	$1,600.00	$6,400.00	$6,400.00
Monitor, portable, battery operated multi-function device, Chemical Warfare Agent	Microsensor	HazMat CAD	2	0	2	$6,000.00	$12,000.00	$12,000.00
Monitoring device, portable, radiological, capable of monitoring alpha, beta, and gamma radiation, Ludlum Model 2241-2RK with Model 44-9 & Model 44-2 probes	Ludlum	48-2829	1	0	1	$2,000.00	$2,000.00	$2,000.00
Monitoring device, portable, radiological, capable isotope identification	Exploranium	GR-135 Identifier	1	0	1	$10,000.00	$10,000.00	$10,000.00
Dosimeter, Personal Electronic	MGP	DMC 2000 S	4	0	4	$350.00	$1,400.00	$1,400.00
Boot covers, disposable (latex, silver shields or equivalent), pair			48	48	0	$7.79	$373.92	$0.00
TECHNICAL SECTION								
HAZARDOUS MATERIALS SPECIALIST EQUIPMENT (continued)						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Contamination reduction kit (containing: surgical wipes, utility brushes, distilled water, water/bleach solution, mildly basic detergent, liquid soap, vinegar, teaspoon, containment device, disposable towels, and 3-gallon handsprayer)			2	0	2	$55.62	$111.24	$111.24
DOT reference manual			2	0	2	$0.00	$0.00	$0.00
NFPA guide to hazardous materials			2	0	2	$15.57	$31.14	$31.14
NIOSH haz mat pocket guide			2	0	2	$13.35	$26.70	$26.70
Tape, marking, red, "haz mat" imprinted (Banner Guard or equivalent), roll			5	0	5	$16.69	$83.45	$83.45
TOTAL THIS SECTION							$45,226.45	$44,852.53
TECHNICAL SECTION								
TECHNICAL SEARCH SPECIALIST EQUIPMENT						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget

Search Cam (or equivelent), telescoping with color monitor, w/ accessories, two additional batteries, recharging system and storage case	Search Systems	SC2-STD-C/A	2	2	0	$14,000.00	$28,000.00	$0.00
Concrete coring tool, gasoline-powered, capable of cutting 2" diameter hole up to 8" deep, including 4 2"-diameter concrete and wood bits (8" working length:			2	2	0	$3,337.20	$6,674.40	$0.00
Fiberscope, 12 mm diameter or less, at least 47" working length, complete with carrying case and accessories, plus two (2) AC/DC kit, light Manufacturer, battery, connecting cable housed in a carrying case (and two additional sets of batteries)		SC-RCN-CL	1	1	0	$7,000.00	$7,000.00	$0.00
Piping kit (consists of ½" EMT, thin wall conduit or PVC w/ 45o and 90o elbows tc protect flexible fiberoptic tubing in debris piles			1	0	1	$11.12	$11.12	$11.12
Visual inspection device, Snake-Eye US&R kit, or Search Cam Mongoose			5	5	0	$3,337.20	$16,686.00	$0.00
Backpack/Equipment Vest (for carrying small items)			2	2	0	$133.49	$266.98	$0.00
Cutter, Bolt, 12" or 14"			2	2	0	$44.50	$89.00	$0.00
Bullhorn hailing devices			2	2	0	$88.99	$177.98	$0.00
Listening device, portable electronic, using combination seismic and acoustic surveillan and location device (minimum of six sensors to allow for triangulation) Should have 2-way communications capability with victim	Delsar	BN9197/LD6C	1	1	0	$11,415.00	$11,415.00	$0.00
Listening device, Wall Clamps			4	4	0	$33.37	$133.48	$0.00
Tape, Surveyors, Flourscent Green, roll			24	24	0	$2.22	$53.28	$0.00
Tape, Surveyors, Flourscent Red, roll			24	24	0	$2.06	$49.44	$0.00
TOTAL THIS SECTION							$70,556.68	$11.12
TECHNICAL SECTION								
CANINE SEARCH SPECIALIST EQUIPMENT						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Container, food			4	0	4	$33.37	$133.48	$133.48
Harness, tie-down (for canine air transport)			4	0	4	$72.31	$289.24	$289.24
Kennel, portable, collapsible, with cover			8	0	8	$205.79	$1,646.32	$1,646.32
Lead, tie out			4	0	4	$22.25	$89.00	$89.00
Lifting harness, 1 per canine assigned to Task Force (personal issue to handler), sized fit			12	0	12	$166.86	$2,002.32	$2,002.32
Pad, resting			4	0	4	$55.62	$222.48	$222.48
Stake, tie out			4	0	4	$11.12	$44.48	$44.48
Shower, solar			4	0	4	$27.81	$111.24	$111.24
Kit, Decon, Canine			1	0	1	$333.72	$333.72	$333.72
TOTAL THIS SECTION							$4,872.28	$4,872.28
TECHNICAL SECTION TOTAL							$141,001.91	$64,683.49
COMMUNICATIONS SECTION								
PORTABLE RADIOS						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Radio, hand-held, Meets APCO Project 25 Standard, Digital, Narrow Band, backwards compatible, UHF, 402-420 MHz, Project 25 analog encryption capable, Project 25 OFB digital encryption capable, 16 Channel, field programmable with flexible antenna, recharga	Motorola	XTS5000, Model III	38	38	0	$4,200.00	$159,600.00	$0.00

Radio, hand-held, Meets APCO Project 25 Standard, Digital, Intrinsically Safe, backwards compatible, 800 MHz, Project 25 encryption capable, field programmable wi flexible antenna, recharger, spare high capacity battery (requires full features to functi	M/A-Com	Jaguar P7150IP	6	6	0	$4,200.00	$25,200.00	$0.00
Radio, Hand-held, Air Operations VHF-AM, field programmable, with flexible antenna, two rechargable Li-Ion batteries, carrying case, DC power cable, and speaker microphone	Icom	IC-A6	1	1	0	$500.00	$500.00	$0.00
Radio, hand-held, Meets APCO Project 25 Standard, Digital, Narrow Band, VHF/FM 138-174MHz, Project 25 DES analog encryption capable, Project 25 OFB digital encryption capable, 16 Channel, field programmable with flexible antenna, rechargable battery, bat	Motorola	XTS5000, Model III	3	3	0	$4,200.00	$12,600.00	$0.00
Radio mobile (40 watt) P-25 compliant, encrypted, UHF/FM 406-420 MHz, minimum 160 channel, field programmable, with magnetic mount antenna, cigarette lighter adapter, external speaker, delivered programmed with CAI and conventional software, Magnet mount	Motorola	XTL 5000	3	3	0	$4,200.00	$12,600.00	$0.00
Radio mobile (40 watt) P-25 compliant, encrypted, VHF High Band (136-174 MHz), minimum 160 channel, field programmable, with magnetic mount antenna, cigarette lighter adapter, external speaker, delivered programmed with CAI and conventional software, Magn	Motorola	XTL 5000	2	2	0	$4,200.00	$8,400.00	$0.00
Programming Equipment for XTS5000 mobile radios, cables and software	Motorola	HKN6155	2	2	0	$820.00	$1,640.00	$0.00
Secure Key Loader (encryption programer) with hardware, software, cables and power supply	Motorola	T6717, U239AC, X795ah, CA00182AA, X423AE, C724, C954, NTN1402	1	1	0	$3,500.00	$3,500.00	$0.00
A/C Adapter for the XTL5000 mobile radio		HPN4001B	4	4	0	$222.00	$888.00	$0.00
Radio, Remote (tone), weather proof case, coax, antenna, connectors, battery eliminator, external battery, radio included 406-420 MHz, APCO Project 25 Standard, Digital, Narrow band, Project 25 analog encryption capable, Project 25 OFB digital encryption			1	1	0	$6,118.20	$6,118.20	$0.00
TOTAL THIS SECTION							$231,046.20	$0.00

COMMUNICATIONS SECTION

CHARGING UNITS

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Single unit chargers for XTS5000	Motorola	NTN1873	38	38	0	$123.75	$4,702.50	$0.00
Charger, 6-gang, 110V Multi-unit Charger for XTS5000 Portable	Motorola	NTN1177	4	4	0	$595.00	$2,380.00	$0.00
Charger, 12VDC for Deep Cycle Battery			2	2	0	$88.99	$177.98	$0.00
TOTAL THIS SECTION							$7,260.48	$0.00

COMMUNICATIONS SECTION

TELECOMMUNICATIONS

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Telephone, transportable satellite system (Mitsubishi ST-111 or equivalent) with data and dispatch capability, (to be used with Florida talk groups) and PTT microphone, AC/DC power supply, batteries, antenna extension cord and magnetic mount for	Mitsubishi	111	2	0	2	$3,800.00	$7,600.00	$7,600.00
Globalstar Satellite Telephone. Globalstar To Go Kit, with Pelican 1200 Hard Case, Two Batteries, Wall Charger, 12V DC Cigarette Lighter Adapter	QUALCOMM	GSP 1600	3	0	3	$699.00	$2,097.00	$2,097.00

Telephone, cellular, portable, minimum 0.6 watts, with carrying case, spare batteries, battery charger, cigar lighter attachment, magnetic mount antenna, user guide, and renewable yearly service			3	0	3	$444.96	$1,334.88	$1,334.88
TOTAL THIS SECTION							$11,031.88	$11,031.88
COMMUNICATIONS SECTION								
REPEATERS						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Portable Repeater, UHF/FM programmable, 35 watts minimum, field programmable, 40 470 MHz frequency range, with antenna feed line, with CTCSS encode/decode capability, portable (50 pounds in weight maximum)	Motorola	P2068, Q806, Q501, Q245, H338, NKN6548	1	1	0	$30,000.00	$30,000.00	$0.00
Antenna, directional, (Yagi), 406-420 MHz 3dB gain			1	1	0	$222.48	$222.48	$0.00
Antenna, 3-9dB gain, omni-directional, 406-420 MHz	Motorola	RDE4596A	3	3	0	$1,116.00	$3,348.00	$0.00
Mast, antenna, 35 ft. with grounding kit, antenna guy kits (non metallic guys)			2	2	0	$556.20	$1,112.40	$0.00
Antenna, directional (Yagi), 406-420 MHz 9dB gain	Motorola	TDE7652	2	2	0	$250.00	$500.00	$0.00
Duplexers, tuned to current Florida USAR channel plan	Motorola	Included with P2068 Portable repeate	2	2	0	$0.00	$0.00	$0.00
COMMUNICATIONS SECTION								
REPEATERS (continued)						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Radio Service Software, Software required to support repeater equipment requirements VHF	Motorola	3080369E31, RVN5002	1	1	0	$335.00	$335.00	$0.00
Service Monitor, Radio, with Spectrum analyzer and tracking generator, APCO 25 proje compatible			1	1	0	$21,600.00	$21,600.00	$0.00
TOTAL THIS SECTION							$57,117.88	$0.00
COMMUNICATIONS SECTION								
ACCESSORIES						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Antenna, mobile, magnetic mount, with adapters for portable radios, 406-420 MHz, 3-5 db gain	Motorola	NTN1606E	5	5	0	$66.74	$333.70	$0.00
Antennas, flexible, rubber, 406-420 MHz, (spares for UHF portables)	Motorola	8505241U05	4	4	0	$22.25	$89.00	$0.00
Cable, coaxial, 50' lengths, with connectors (50 ohm low loss cable)			5	5	0	$166.86	$834.30	$0.00
Communications system, hard-wire, 29CFR 1910.146 compliant OSHA confined spaces			1	1	0	$9,900.36	$9,900.36	$0.00
Head sets, with noise-canceling microphones with radio interface cable	Motorola	RMN4049	2	2	0	$168.00	$336.00	$0.00
Multi-meter (volt/ohm meter), digital, Basic with case and i-400 Amp Probe	Fluke	77-3	1	1	0	$410.00	$410.00	$0.00
Scanner, programmable, all band, (narrow band capable) with antenna, 12 VDC/110 VAC capability, APCO P-25 Capable Base / Mobile Scanner with 1000 channels	Uniden	BC796D	1	0	1	$530.00	$530.00	$530.00
Scanner, Antenna Adapter, BNC	Uniden	BATY0452001	1	0	1	$4.00	$4.00	$4.00
Speaker/microphone (spares for UHF portables)	Motorola	NMN6193	4	4	0	$66.00	$264.00	$0.00
Ear microphone ear pieces, disposable (one per TF member for hygiene)	Motorola	RLN4941A	105	105	0	$0.56	$58.80	$0.00
Television, 13" to 19", portable, with integrated VCR			1	0	1	$389.34	$389.34	$389.34
Chest harness for portable radios	Motorola	HLN6602	35	35	0	$34.20	$1,197.00	$0.00
Waterproof bags, for portable radios	Motorola	HLN9985B	15	0	15	$44.50	$667.50	$667.50
Radio, ear phone, for portable radio, Personal use, expendable ear piece			20	20	0	$55.62	$1,112.40	$0.00

TOTAL THIS SECTION							$16,126.40	$1,590.84
COMMUNICATIONS SECTION								
BATTERIES						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Battery pack, Alkaline, UHF, disposable (clamshell or battery pack)	Motorola	NTN9177	38	38	0	$42.50	$1,615.00	$0.00
Battery, rechargable, for UHF radios, highest capacity recommended	Motorola	WPNN4037A	76	76	0	$40.00	$3,040.00	$0.00
Battery, 12VDC deep cycle, non spillable, for repeaters, base station and mobile radios			3	3	0	$222.48	$667.44	$0.00
Battery, maintenance kit, conditioner and adaptors			1	1	0	$4,320.00	$4,320.00	$0.00
TOTAL THIS SECTION							$9,642.44	$0.00
COMMUNICATIONS SECTION								
SMALL TOOLS						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Tool set, Telecommunications Repair	SPC	SPC395D-02	1	1	0	$1,200.00	$1,200.00	$0.00
Tool set, Command Unit	SPC	SPC250C-04	1	1	0	$470.00	$470.00	$0.00
Test set, Lineman's, Harris Model TS-42	Harris	42801-001	1	1	0	$290.00	$290.00	$0.00
Frequency counter, portable with charger			1	1	0	$222.48	$222.48	$0.00
Connector kit, RF, assortment of RF connectors and RF crimping tool	Crimpmaster	33-303	1	1	0	$132.00	$132.00	$0.00
Wire, flat modular line cord, 500', roll			1	1	0	$44.50	$44.50	$0.00
Telephone line tracing kit, to include tone generator and inductive amplifier	Tempo	801K	1	1	0	$170.00	$170.00	$0.00
Wire, telephone station, CAT 5-E, 1000 ft. roll			1	1	0	$166.86	$166.86	$0.00
TOTAL THIS SECTION							$2,695.84	$0.00
COMMUNICATIONS SECTION								
COMPUTER						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Computer, Laptop, with charger, Integrated WiFi and Lan card, 2 spare batteries, AC adapter, cigar light adapter, case, and associated cables to interface with applicable peripherals. Installed software package	Dell or HP		5	2	3	$2,600.00	$13,000.00	$7,800.00
Computer, Access point, including PCMCIA ethernet card that meets 802.11.B Standard, or 802.11.G when available			1	1	0	$60.00	$60.00	$0.00
Computer, antenna, Omni-directional, 6 to 9 dB gain			1	1	0	$333.72	$333.72	$0.00
Computer, antenna, gain directional, 20 plus dB gain			1	1	0	$333.72	$333.72	$0.00
Computer, Printer, portable, with toner and ink cartridge			2	2	0	$389.34	$778.68	$0.00
Computer, Laptop, durable/weather resistant, with charger, 2 spare batteries, AC adapter, cigar light adapter, case, and associated cables to interface with applicable peripherals.	Panasonic	TOUGHBOOK 28	1	1	0	$4,555.00	$4,555.00	$0.00
TOTAL THIS SECTION							$19,061.12	$7,800.00
COMMUNICATIONS SECTION TOTAL							$353,982.24	$20,422.72
LOGISTICS SECTION								

2008 FL TF-4 Critical Needs

ADMINISTRATIVE SUPPORT						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Bands, rubber, box			1	1	0	$3.34	$3.34	$0.00
Book, log			1	1	0	$38.93	$38.93	$0.00
Calculator, handheld, AA battery powered, w/ tape			1	1	0	$22.25	$22.25	$0.00
Clipboards, metal bound, with storage pockets			2	2	0	$27.81	$55.62	$0.00
Clips, papers (2 boxes regular, 2 boxes jumbo), box			1	1	0	$1.11	$1.11	$0.00
FAX machine, portable (copier/printer/fax), 110V, plain paper-type, w/ sheet feeder and accessories			1	0	1	$667.44	$667.44	$667.44
Operations Systems Description Manual, FEMA US&R			2	2	0	$0.00	$0.00	$0.00
Field Operations Guide, FEMA, US&R			6	6	0	$0.00	$0.00	$0.00
Status Kit, ICS, including "T" cards and holders			1	1	0	$222.48	$222.48	$0.00
Vest, Identification, kit, set			1	1	0			$0.00
Vest, Identification, Task Force Leader			1	1	0	$33.37	$33.37	$0.00
Vest, Identification, Team Manager			5	5	0	$33.37	$166.85	$0.00
Vest, Identification, Safety			1	1	0	$33.37	$33.37	$0.00
Vest, Identification, Plans			1	1	0	$33.37	$33.37	$0.00
Vest, Identification, Squad Officer			2	2	0	$33.37	$66.74	$0.00
Vest, Identification, Communications			1	1	0	$33.37	$33.37	$0.00
Vest, Identification, Structural			1	1	0	$33.37	$33.37	$0.00
Vest, Identification, Haz Mat			5	5	0	$33.37	$166.85	$0.00
Vest, Identification, Heavy Rigging			1	1	0	$33.37	$33.37	$0.00
Vest, Identification, Logistics			2	2	0	$33.37	$66.74	$0.00
Vest, Identification, Tech. Search			1	1	0	$33.37	$33.37	$0.00
Vest, Identification, Tech. Info			1	1	0	$33.37	$33.37	$0.00
Label making machine, Labelizer or equivalent			1	0	1	$7,786.80	$7,786.80	$7,786.80
Label making machine, Labelizer or equivalent, Lable Tapes, lot			1	0	1	$1,668.60	$1,668.60	$1,668.60
Markers, china, 12/pkg.			1	0	1	$6.67	$6.67	$6.67
Markers, felt, waterproof, 12/pkg.			2	2	0	$13.35	$26.70	$0.00
Pads, note (Post It-type)			12	12	0	$1.11	$13.32	$0.00
Pads, steno			12	12	0	$1.11	$13.32	$0.00
Pads, legal			12	12	0	$1.11	$13.32	$0.00
Paper, pads, graph, 1/10" squares			12	12	0	$2.22	$26.64	$0.00
Paper, copy, box			1	1	0	$44.50	$44.50	$0.00
Pencils, 12/pkg.			6	6	0	$1.11	$6.66	$0.00
Pens, 12/pkg.			6	6	0	$1.11	$6.66	$0.00
Notebook, 3-1/2" x 5", waterproof,			40	40	0	$4.45	$178.00	$0.00
Note, Pad, Unit Log ICS 214, Waterproof,			24	24	0	$5.56	$133.44	$0.00
Protectors, document, box			2	2	0	$8.90	$17.80	$0.00
Rulers, architectural scale			4	4	0	$2.22	$8.88	$0.00
Staplers			4	4	0	$4.45	$17.80	$0.00
Staples, box			2	2	0	$1.11	$2.22	$0.00
LOGISTICS SECTION								
ADMINISTRATIVE SUPPORT (continued)						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Tape, duct. roll			12	12	0	$5.56	$66.72	$0.00
Tape, cellophane, roll			3	3	0	$2.22	$6.66	$0.00
Tape, masking, roll			3	3	0	$2.22	$6.66	$0.00
Tapes, audio, for microcassette recorder			12	12	0	$2.22	$26.64	$0.00

Tapes, Video, or media for digital video camera			12	12	0	$16.69	$200.28	$0.00
Reference library, cache transport and certification manuals and software (AFJAM 24-204/IATA DGR/CFR), lot			1	0	1	$2,224.80	$2,224.80	$2,224.80
TOTAL THIS SECTION							$14,248.40	$12,354.31
LOGISTICS SECTION								
WATER / FLUIDS						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Container, 5-gallon, for potable water (FSS-type or equivalent)			10	10	0	$16.69	$166.90	$0.00
Water cooler, "IGLOO", Aprox. 6-1/2 gallons			3	3	0	$38.93	$116.79	$0.00
Electrolyte, solution, potable, 8 oz. packets,			60	60	0	$2.22	$133.20	$0.00
Water, bottled, gallon			600	600	0	$2.22	$1,332.00	$0.00
Water purification unit, portable, 60 GPH min. (Plan 5 gallons per member, per day)	Western Shelter	AC2012	1	0	1	$3,368.75	$3,368.75	$3,368.75
Water, Bladder, potable (1000 Gallon total capacity)			1	0	1	$2,558.52	$2,558.52	$2,558.52
Water test kit			1	0	1	$66.74	$66.74	$66.74
Chlorine, 3" tablets, 10 pounds			1	0	1	$22.25	$22.25	$22.25
TOTAL THIS SECTION							$7,765.15	$6,016.26
LOGISTICS SECTION								
FOOD						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Bags, trash			250	250	0	$0.22	$55.00	$0.00
Cups, paper, hot and cold			1000	1000	0	$0.06	$60.00	$0.00
Flatware, plastic (sets of knives/forks/spoons)			300	300	0	$0.33	$99.00	$0.00
Groceries, procured at home, lot			1	1	0	$1,100.00	$1,100.00	$0.00
MRE (Meals Ready To Eat) Quantity sufficient to provide for 40 personnel, 3 meals a da for 72 hours, Amount As Required			1	1	0	$3,000.00	$3,000.00	$0.00
Pots, 2-1/2 qt. Size			2	2	0	$8.90	$17.80	$0.00
Pots, coffee			2	2	0	$55.62	$111.24	$0.00
Plates, paper			250	250	0	$0.06	$15.00	$0.00
Oven, microwave, 110V, 600W			1	1	0	$222.48	$222.48	$0.00
Towels, paper, roll 10/box			5	5	0	$24.47	$122.35	$0.00
TOTAL THIS SECTION							$4,802.87	$0.00
LOGISTICS SECTION								
SHELTER						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Pads, sleeping, Self-inflating, Thermo Rest-type or equivalent			40	0	40	$72.31	$2,892.40	$2,892.40
Sacks, stuff-type (for sleeping bags)			40	0	40	$5.56	$222.40	$222.40
Sheeting, plastic, 20' x 100', maximum of 9 mil thickness, roll			4	0	4	$111.24	$444.96	$444.96
Bag, Sleeping, general purpose, rated to 0 degrees, synthetic			40	40	0	$111.24	$4,449.60	$0.00
Tent, 20' Octagon, (US&R System 2 or equivalent)	Western Shelter	HO18	1	1	0	$9,423.33	$9,423.33	$0.00
Tent, 19 ft. X 35 ft. (US&R System 1 or equivalent)	Western Habitat	HS1935	3	3	0	$15,265.07	$45,795.21	$0.00
Tent, repair kit			1	0	1	$333.72	$333.72	$333.72
Tent, repair kit for 6-8 person tents			1	0	1	$55.62	$55.62	$55.62

Heater systems, clean air/heat exchanger, multi-fuel or electric, with accessories sufficent quantity for tents, lo			1	1	0	$17,798.40	$17,798.40	$0.00
TOTAL THIS SECTION							$81,415.64	$3,949.10
LOGISTICS SECTION								
SANITATION						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Shower 2-stall (US&R System 3 or equivalent)			1	1	0	$9,566.64	$9,566.64	$0.00
Toilets, portable latrine system, utilizing bio-bags, with privacy shelter			4	4	0	$222.48	$889.92	$0.00
Bags, biodegradable, for latrine system			600	600	0	$6.67	$4,002.00	$0.00
Towels, throw-away, bath size			500	500	0	$0.33	$165.00	$0.00
Wet Wipes, moistened towelettes, antibacterial			1250	1250	0	$0.06	$75.00	$0.00
Bleach, liquid, Gallon			6	6	0	$2.22	$13.32	$0.00
Decon supplies, footwear, lot			1	1	0	$ 44.50	$44.50	$0.00
TOTAL THIS SECTION							$14,756.38	$0.00
LOGISTICS SECTION								
SAFETY						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Aircart, portable supplied air system, NIOSH/OSHA compliant or equivalent			2	2	0	$5,339.52	$10,679.04	$0.00
Alarm Device, Audible, personal			40	40	0	$333.72	$13,348.80	$0.00
Binoculars, 10 x 50 power, waterproof			2	2	0	$250.29	$500.58	$0.00
Blower, ventilation, for confined space, electric, with 15' of 8" extension hose, or equivalent (NIOSH/OSHA compliant and intrinsically rated)	Ramfan	EFi150XX	2	2	0	$1,713.00	$3,426.00	$0.00
Blower, ventilation, heater (electric or LP with accessories)			2	2	0	$1,557.36	$3,114.72	$0.00
Breathing apparatus, airline-supplied (SABA), with 10-minute escape cylinder, NIOSH/OSHA approved			4	4	0	$1,334.88	$5,339.52	$0.00
Breathing apparatus, Cylinders (spare), 10-minute, 4500 psi			4	4	0	$333.72	$1,334.88	$0.00
Breathing apparatus, Cylinder (spare), 1-hour, 4500 psi			8	8	0	$1,446.12	$11,568.96	$0.00
Breathing apparatus, Mask (spare), face piece, compatible w/ SCBA,supplied air system			2	2	0	$166.86	$333.72	$0.00
Breathing apparatus, Line, supply, 50', breathing air quality, compatible with SCBA and supplied air system			30	30	0	$166.86	$5,005.80	$0.00
Cartridges, respirator, high efficiency filters, HEPA,			120	120	0	$20.02	$2,402.40	$0.00
Detector, current, AC voltage detection-type,	TAC Stik	NC9143137	6	0	6	$286.91	$1,721.46	$1,721.46
Ear plugs, safety, disposable, style NRR 24, meets ANSI S3.19 – 1974, case			1	1	0	$25.59	$25.59	$0.00
Extinguisher, fire, 10 lb., ABC-type			6	6	0	$58.96	$353.76	$0.00
Extinguisher, water, backpack-type			4	4	0	$133.49	$533.96	$0.00
Extinguisher, dry chemical, 20 lb., ABC-type			4	4	0	$77.87	$311.48	$0.00
Gloves, work, leather, sized as needed, pair			150	150	0	$13.35	$2,002.50	$0.00
Goggles, safety, meets ANSI Z87.1-1989			40	40	0	$33.37	$1,334.80	$0.00
Headsets, hearing protection, muff style, meet ANSI S3.19-1974, NRR 29dB			5	5	0	$27.81	$139.05	$0.00
Horns, air, aerosol, w/ 1 replacement cartridge			3	3	0	$27.81	$83.43	$0.00
Lightsticks, chemical, 2000 assorted snaplights, lot			1	1	0	$4,449.60	$4,449.60	$0.00
Line, utility, nylon shroud, 1/8" x 700 yards, roll			1	1	0	$111.24	$111.24	$0.00
Lockout/Tagout kit, confined space			1	1	0	$278.10	$278.10	$0.00
Masks, particle, non-toxic (3M N95 or equivalent)			250	250	0	$2.22	$555.00	$0.00
Netting, mosquito, 32" x 79"			40	0	40	$11.12	$444.80	$444.80

Pads, knee, heavy duty, pair			40	0	40	$16.69	$667.60	$667.60
Pads, elbow, heavy duty, pair			40	0	40	$16.69	$667.60	$667.60
Paint, spray, can, fluorescent			24	24	0	$8.90	$213.60	$0.00
Permit, confined space entry, pre-made			20	20	0	$0.00	$0.00	$0.00
PFD, Type III			40	0	40	$70.00	$2,800.00	$2,800.00
Repellent, insect (for clothing), Pyrethrin base, 4 oz. Bottle			40	40	0	$2.22	$88.80	$0.00
Repellent, insect, minimum 35% DEET content, 4 oz. bottle			40	40	0	$4.45	$178.00	$0.00
Respirator, full face piece, cartridge-type			6	6	0	$222.48	$1,334.88	$0.00
Respirator, half face piece, cartridge-type, P-100 or equivalent	Survivair	B230010/105810	6	6	0	$34.53	$207.18	$0.00
Safety glasses, with keepers, shatter proof, with side shields, must meet ANSI Z87.1-	ESS	ICE 2.4	12	0	12	$25.00	$300.00	$300.00
Safety glasses, Prescription insert	ESS	9328362	40	40	0	$25.00	$1,000.00	$0.00
Safety glasses, Replacement Lenses	ESS	REPL	40	40	0	$20.00	$800.00	$0.00
Sprayer, pressure, 2-1/2 gallon, Hudson pump type or equivalent			2	2	0	$88.99	$177.98	$0.00
Sunscreen, SPF 25, 4 oz. Bottle			40	40	0	$6.67	$266.80	$0.00
Tape, barrier, "Fireline" printed, roll			8	8	0	$16.69	$133.52	$0.00
Vest, Identification, kit, set			1	1	0	$300.00	$300.00	$0.00
Weather meter, pocket	Kestrel	4100	4	0	4	$300.00	$1,200.00	$1,200.00
Weather meter, computer interface	Kestrel	Interface	1	0	1	$100.00	$100.00	$100.00
TOTAL THIS SECTION							**$79,835.15**	**$7,901.46**

LOGISTICS SECTION

PERSONAL BAG

NOTE: These items are for each team member. The task force should have one set, as listed, for each rostered person on the task forc not to exceed a total of 105. The intent is for this equipment to be assigned to the individual.

Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Estimated Costs Unit	Extended	Budget
Bag(s), Gear, personal equipment (as required to outfit each task force member)			2	0	2	$129.60	$259.20	$259.20
Bandannas			2	0	2	$2.22	$4.44	$4.44
Ball cap, navy blue w/ Task force Logo			1	1	0	$12.24	$12.24	$0.00
Boots, Safety, black, Gore-Tex, NFPA compliant, pair			1	1	0	$222.48	$222.48	$0.00
Field Operations Guide, FEMA, US&R			1	0	1	$0.00	$0.00	$0.00
Flashlight, battery, intrinsically safe, UL rated, w/ four spare bulbs	Pelican	3700 BIG ED	1	0	1	$55.62	$55.62	$55.62
Hearing protection ear plugs, must meet ANSI S3.19-1974, set			2	2	0	$0.11	$0.22	$0.00
Helmet, rescue-type, low profile, NFPA Compliant			1	1	0	$222.48	$222.48	$0.00
Helmet light, Intrinsically safe (with 2 spare bulbs)	Pelican	2630 HEADSUP LITE	1	1	0	$88.99	$88.99	$0.00
Hood, fire retardent			1	1	0	$44.50	$44.50	$0.00
Hydration Sytem	CamelBack	Mule	1	0	1	$70.00	$70.00	$70.00
Leather work gloves, ANSI/OSHA Compliant, pair			1	1	0	$13.35	$13.35	$0.00
Pack, Field, personal, system			1	1	0	$178.20	$178.20	$0.00
Pouch, Utility tool with assorted tools (Screwdriver, pliers, tin snips and utility knife)	Gerber	Evolution 650 Kit	1	1	0	$130.00	$130.00	$0.00
Rain gear, set			1	0	1	$44.50	$44.50	$44.50
Respirator, halfface, cartridge type, with cartridges, P100	Survivair	B230010/105810	1	1	0	$34.53	$34.53	$0.00
Safety glasses with keepers, shatter proof, with side shields, must meet ANSI Z87.1-1989 and NFPA standards	ESS	ICE 2.4	1	1	0	$25.00	$25.00	$0.00
Tee shirts, Long Sleeve			6	6	0	$11.12	$66.72	$0.00
Uniform, Pants, BDU Style, TF Color, 100% Cotton			6	6	0	$30.00	$180.00	$0.00
Uniform, Overshirt or Blouse, BDU Style, TF Color, 100% Cotton			1	1	0	$40.00	$40.00	$0.00
							$177,709.35	**$45,544.80**

LOGISTICS SECTION								
TASK FORCE SUPPORT						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Bicycle, mountain-type, w/ tire pump, repair kit, lock and travel case			1	1	0	$584.01	$584.01	$0.00
Cooler, insulated, 48 qt			3	0	3	$55.62	$166.86	$166.86
GPS (global positioning satellite) receivers, hand held portable, WAAS capable, mappi capable, battery operated, with Carrying case, Lanyard, Data cable, Magnetic mount antenna and Cigar lighter adapter Garmin 76CS model only	Garmin	Model 76CS	6	6	0	$457.00	$2,742.00	$0.00
GPS (global positioning satellite) receivers, vehicle mounted, WAAS capable, mapping capable, battery operated, Data cable, Magnetic mount antenna and Cigar lighter adapter, with integrated XM Weather, Includes, spare battery, car adapter, & RAM Mount (R	Garmin	Model 376C	5	5	0	$999.00	$4,995.00	$0.00
GPS, Mapping software, (2 applications) DeLorme Street Atlas USA and Topo USA (to allow for standardized training and operations Programwide)			1	1	0	$90.00	$90.00	$0.00
Megaphone, battery-type, w/ built-in siren			1	1	0	$88.99	$88.99	$0.00
Pump, trash, gasoline, 5 HP, 120 GPM with suction and discharge hose and fittings	Honda		1	1	0	$945.54	$945.54	$0.00
Batteries, Assorted, as required to support task force operations (ie. AAA, AA, C, D 9volt, or Photo), lo			1	0	1	$2,224.80	$2,224.80	$2,224.80
TOTAL THIS SECTION							$11,837.20	$2,391.66
LOGISTICS SECTION								
CACHE TRANSPORTATION / SUPPORT						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Jack, pallet-type, hydraulic			1	0	1	$556.20	$556.20	$556.20
Plywood, pallet skid protection, 4' x 8' x 3/8"			12	0	12	$27.81	$333.72	$333.72
Strap, cargo, 30', for securing 463L pallet to transport			15	0	15	$50.06	$750.90	$750.90
Container, shipping and storage, for listed cache items, with required markings, labels and warnings. Lot			1	1	0	$6,000.00	$6,000.00	$0.00
TOTAL THIS SECTION							$7,640.82	$1,640.82
LOGISTICS SECTION								
ELECTRICAL						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Uninteruptable Power Supply (UPS), electric power line (for use with satellite telephone/computers)			2	0	2	$278.10	$556.20	$556.20
Fuel can military, MFC adapters gravity feed with automatic air vent and QD X hose nipple (NSN 7240-21-912-7162)			3	3	0	$222.48	$667.44	$0.00
Inverter, power, DC/AC, minimum 250 watts			2	2	0	$22.25	$44.50	$0.00
Adapter, 20A, NEMA L5-20, twist lock male to 20 a household 3-prong female			15	15	0	$44.50	$667.50	$0.00
Adapter, 20A, NEMA L5-20, twist lock female to 20a household 3-prong male			15	15	0	$38.93	$583.95	$0.00
Air compressor, breathing air, 4500 psi min	Utilus		1	0	1	$5,005.80	$5,005.80	$5,005.80
Air compressor, pneumatic, gasoline-powered, 5.5 HP, dual tank, 8.8 CFM			1	1	0	$667.44	$667.44	$0.00
Box, junction, w/ four 20A outlets, waterproof with ground faults			2	2	0	$389.34	$778.68	$0.00
Bucket, collapsible, 5 gallon maximum			5	0	5	$33.37	$166.85	$166.85
LOGISTICS SECTION								

ELECTRICAL (continued)						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Connector, 20A, NEMA L5-20, twist lock, male			15	15	0	$16.69	$250.35	$0.00
Connector, 20A, NEMA L5-20, twist lock, female			15	15	0	$16.69	$250.35	$0.00
Cord, extension, 12/3 single outlet, 100'			15	15	0	$50.06	$750.90	$0.00
Cord, extension, 12/3 single outlet, 50'			15	15	0	$22.25	$333.75	$0.00
Cords, extension, 10-3 single outlet, 100'			15	15	0	$111.24	$1,668.60	$0.00
Element, replacement, Halogen quartz, 300 - 500 watts			15	15	0	$11.12	$166.80	$0.00
Generator, 5000W, auto idle, manual start, spark arrestor, overload protection, 20A and one 30A twist-lock receptacles, w/ wheel kit, spark plugs, filters, tool kit			3	3	0	$3,400.00	$10,200.00	$0.00
Generator, 5000W minimum, w/ welding kit, auto idle, manual start, spark arrestor, overload protection, wheel kit, spark plugs, filters, tool kit, welding safety equipment and welding supplies			1	1	0	$3,000.00	$3,000.00	$0.00
Generator, Power systems kit, including: Portable generator (gasoline), lightweight (approximately 50 pounds), 1000 Watts Output, 4.2 amps/120 volts, voltage regulated with surge protection, noise suppressor, spark arrester, fitted for a auxiliary fuel su	Honda		2	2	0	$1,200.00	$2,400.00	$0.00
Light, drop, tube, florescent, 8 watt, 50'cord, explosion proof			2	2	0	$444.96	$889.92	$0.00
Rod, grounding, w/ clamp and grounding wire			15	0	15	$111.24	$1,668.60	$1,668.60
Stand, Light, extendable, dual head 250-500 watt light weight			3	3	0	$88.99	$266.97	$0.00
Stand, light, for item LJ-0127.00, with 10' telescoping mast/collapsible legs			3	3	0	$350.00	$1,050.00	$0.00
Stand, Light, extendable, dual head 250-500 watt light weight			3	3	0	$80.00	$240.00	$0.00
Surge protector, 110V			5	5	0	$22.25	$111.25	$0.00
BASE OF OPERATIONS						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Desk, field			1	0	1	$444.96	$444.96	$444.96
Funnel, short neck			3	3	0	$13.35	$40.05	$0.00
Grinder, 7-inch, electric, right angle			1	0	1	$189.11	$189.11	$189.11
Kitchen, field type			1	1	0	$834.30	$834.30	$0.00
Max Tool (multi-purpose), or equivalent			1	1	0	$88.99	$88.99	$0.00
Pot, stock, 22 qt. w/ basket			2	2	0	$55.62	$111.24	$0.00
Adapter, ground rod, for demolition hammer			1	1	0	$44.50	$44.50	$0.00
Cover, Salvage 12 ft. X 18 ft.			10	10	0	$133.49	$1,334.90	$0.00
Sink, single station, hand washing, self contained			1	1	0	$889.92	$889.92	$0.00
Sink, multi-station, with potable water and gray water handling capaity (any combination not exceeding 6 basins), lot			1	1	0	$3,337.20	$3,337.20	$0.00
Chair, camp folding			36	0	36	$44.50	$1,602.00	$1,602.00
Table, camp, folding			5	0	5	$111.24	$556.20	$556.20
Cylinder, Propane, 15 gallon. Must meet all DOT Title 49CFR and IATA Specifications.			2	0	2	$333.72	$667.44	$667.44
TOTAL THIS SECTION							$42,526.66	$ 10,857.16

LOGISTICS SECTION

EQUIPMENT MAINTENANCE						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Cleaner, electric motor, CRC, case			1	1	0	$53.40	$53.40	$0.00
Funnels, long neck, with filter screens			6	6	0	$11.12	$66.72	$0.00
Gas, dry, or equivalent, case			1	1	0	$22.25	$22.25	$0.00

Fuel can military, 1 gallon IATA/ICAO specifications or equivalent (gaskets & caps as appropriate for product) (ref NSN 7240-21-874-4113)			10	10	0	$8.90	$89.00	$0.00
Gun, soldering, with solder			1	0	1	$22.25	$22.25	$22.25
Hardware kit, assorted nuts, bolts, washers, SAE 1/8" - 1/2", various length			1	0	1	$100.00	$100.00	$100.00
Lubricant, WD-40, case			1	1	0	$55.62	$55.62	$0.00
Oil, 2 cycle additive (universal)			1	1	0	$44.50	$44.50	$0.00
Pump, fuel, manual, 20' lift, with 15' non-collapsible 1" hose, and 15' of 1" discharge hose, compatible with hydrocarbons, or equivalent			1	1	0	$778.68	$778.68	$0.00
Stapler,			1	1	0	$33.37	$33.37	$0.00
LOGISTICS SECTION								
EQUIPMENT MAINTENANCE (continued)						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Staples, 1/2", box			1	1	0	$5.56	$5.56	$0.00
Starting fluid, EZ start, case			1	1	0	$44.50	$44.50	$0.00
Tape, transperant box seal, 3"/72mm, case			1	1	0	$133.49	$133.49	$0.00
Tape, duct, premium grade			1	1	0	$294.79	$294.79	$0.00
Tape, dispenser for box sealing tape			2	2	0	$33.37	$66.74	$0.00
Tape, electrical, roll			12	12	0	$2.22	$26.64	$0.00
Terminal kit, solder-less, with crimping tool			1	1	0	$33.37	$33.37	$0.00
Tester, electrical, A/C, D/C, OHMS, 100-200,			1	0	1	$111.24	$111.24	$111.24
Tie, wraps, nylon, kit of assorted sizes			4	4	0	$22.25	$89.00	$0.00
Tool kit, mechanics, all purpose general, parts to be specified			1	1	0	$1,200.00	$1,200.00	$0.00
Fuel can military (MFC 3-20L) IATA/ICAO specification or equivalent (gaskets & caps as appropriate for product) (ref NSN 7240-01-337-5268)			10	10	0	$55.62	$556.20	$0.00
Oil, Engine multi-grade, case			2	2	0	$27.81	$55.62	$0.00
Pump, Transfer (Black & Decker, Jack Rabbit, or equivalent)			1	1	0	$44.50	$44.50	$0.00
Fuel can military (MFC 3-20L) Replacement parts kit (gaskets & caps as appropriate for product), kit			1	1	0	$83.43	$83.43	$0.00
Fuel can military (MFC 3-20L) Pour spout 1" diameter (NSN 7240-21-910-7112)			2	2	0	$14.46	$28.92	$0.00
Fuel can military (MFC 3-20L) Pour spout 19mm diameter (NSN 7240-21-914-0227)			2	2	0	$14.46	$28.92	$0.00
Wrap, stretch 20", roll			4	4	0	$24.47	$97.88	$0.00
Banding system with strapping, tensioner/cutter, sealer, and seals			1	0	1	$556.20	$556.20	$556.20
TOTAL THIS SECTION							$4,722.79	$789.69
LOGISTICS SECTION TOTAL							$447,260.41	$91,445.26
PLANNING SECTION								
EQUIPMENT						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Kit, Plannnig Officer			1	1	0			
Calculator			1	1	0	$5.56	$5.56	$0.00
Clipboard, Aluminum, Posse Box or equivalent			2	2	0	$24.47	$48.94	$0.00
Document Protectors, plastic, clear, 3 hole punched			10	10	0	$0.13	$1.30	$0.00
Markers, Dry Erase, blue, black, red, green			2	2	0	$4.45	$8.90	$0.00
Marker, Dry Erase, Eraser			2	2	0	$2.22	$4.44	$0.00
Envelope, Transmittal, 10" x 13"			10	10	0	$0.49	$4.90	$0.00
Envelope, #10			20	20	0	$0.11	$2.20	$0.00

Envelope, Manilla, 10" x 13"			10	10	0	$0.28	$2.80	$0.00
Folder, File - Letter Size			20	20	0	$0.56	$11.20	$0.00
Folder, File, Pockets, Letter Size			10	10	0	$3.34	$33.40	$0.00
Glue Stick			2	2	0	$1.11	$2.22	$0.00
Pen, Highlighter, Yellow			4	4	0	$1.11	$4.44	$0.00
Punch, 3-hole			2	2	0	$7.79	$15.58	$0.00
Card, Index, unruled, 3" x 5"			100	100	0	$0.06	$6.00	$0.00
Card, Index, ruled, 3" x 5"			100	100	0	$0.06	$6.00	$0.00
Pen, Marker, water soluble, black			6	6	0	$1.11	$6.66	$0.00
Pen, Marker, Small, black, indelible			2	2	0	$1.11	$2.22	$0.00
Transparency, Overhead, clear			20	20	0	$1.11	$22.20	$0.00
Paper, Graph			40	40	0	$0.22	$8.80	$0.00
Paperclips, Large			100	100	0	$0.06	$6.00	$0.00
Paper, Plain			40	40	0	$0.06	$2.40	$0.00
Paperclips, Small			100	100	0	$0.06	$6.00	$0.00
Pencil, Grease, black			4	4	0	$0.56	$2.24	$0.00
Pencils, Number 2, mechanical, disposable			10	10	0	$0.56	$5.60	$0.00
Pen, Ballpoint, black			10	10	0	$0.56	$5.60	$0.00
Notepads, Post-it			4	4	0	$0.56	$2.24	$0.00
Pin, push			50	50	0	$0.06	$3.00	$0.00
Rubberbands, Large			50	50	0	$0.06	$3.00	$0.00
Rulers, 12"			4	4	0	$1.11	$4.44	$0.00
Scale, Architects			2	2	0	$5.56	$11.12	$0.00
Scale, Engineers			2	2	0	$5.56	$11.12	$0.00
Scissors			2	2	0	$2.22	$4.44	$0.00
Staple Remover			2	2	0	$1.11	$2.22	$0.00
Stapler, Desk			2	2	0	$5.56	$11.12	$0.00
Staples, spare, for desk stapler, box			2	2	0	$2.22	$4.44	$0.00
Tag, key, blank			20	20	0	$0.11	$2.20	$0.00
Tape, Masking 1", roll			2	2	0	$1.11	$2.22	$0.00
White-out, correction fluid pen			2	2	0	$1.67	$3.34	$0.00
Pad, Writing, Stenographer			6	6	0	$4.45	$26.70	$0.00
Pad, Writing, Letter Size			6	6	0	$1.11	$6.66	$0.00
Form, ICS 201			40	40	0	$0.11	$4.40	$0.00
Form, ICS 202			20	20	0	$0.11	$2.20	$0.00
Form ICS 203			20	20	0	$0.11	$2.20	$0.00
Form ICS 204			40	40	0	$0.11	$4.40	$0.00
Form ICS 205			20	20	0	$0.11	$2.20	$0.00
Form ICS 206			20	20	0	$0.11	$2.20	$0.00
Form ICS 211			20	20	0	$0.11	$2.20	$0.00
PLANNING SECTION								
EQUIPMENT (continued)						Estimated Costs		
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Form ICS 213			200	200	0	$0.11	$22.00	$0.00
Form ICS 214			100	100	0	$0.11	$11.00	$0.00
Form ICS 215, Letter Size			20	20	0	$0.11	$2.20	$0.00
Form ICS215, Wall Size, Laminated			2	2	0	$44.50	$89.00	$0.00
Form, ICS 219, t-card, blue, tan, white, yellow, red, green, gray header			100	100	0	$0.11	$11.00	$0.00
Form, ICS 219, t-card rack, canvas			2	2	0	$14.57	$29.14	$0.00

Manual, ICS Forms			2	2	0	$3.34	$6.68	$0.00
Catalog, ICS Forms			2	2	0	$3.34	$6.68	$0.00
Field Operations Guide, FEMA US&R Response System			2	2	0	$0.00	$0.00	$0.00
Field Operations Guide, ICS 420-1			2	2	0	$5.56	$11.12	$0.00
Handbook, Fireline			2	2	0	$5.56	$11.12	$0.00
TOTAL THIS SECTION							$543.60	$0.00
VEHICLE SECTION								
CACHE TRANSPORTATION / SUPPORT								
Description	Manufacturer(s)	Model / Part #(s)	Qty	Have	Need	Unit	Extended	Budget
Truck, 37' Hackney Tractor & Trailer, Rescue Cache	Hackney		1	1	0	$300,000.00	$300,000.00	$0.00
Truck, 3/4 Ton Crew Cab, Ready Teams	Ford	F-250	3	3	0	$36,000.00	$108,000.00	$0.00
Truck, 1 Ton, Crew Cab, one to pull Medical Cache	Ford	F-450	1	1	0	$50,000.00	$50,000.00	$0.00
32' Goosneck Utility Trailer, Medical Cache			1	1	0	$36,000.00	$36,000.00	$0.00
TOTAL THIS SECTION							$494,000.00	$0.00
VEHICLE SECTION TOTAL							$494,000.00	$0.00
TOTAL FOR ALL SECTIONS							$1,922,849.33	
Cache Needs							$280,573.26	
TOTAL FOR ALL SECTIONS WITHOUT VEHICLES							$1,428,849.33	

Funding By Section		
Rescue	20%	$385,404.60
Medical	5%	$100,656.57
Technical	7%	$141,001.91
Communications	18%	$353,982.24
Logistics	23%	$447,260.41
Planning	0%	$543.60
Vehicles	26%	$494,000.00

B. **Training**

Funds may be used to enhance the capabilities of State and local emergency preparedness and response personnel through development of a State homeland security training program. Allowable training-related costs include: **Funds used to develop, deliver, and evaluate training,** including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.

Specific Issues as described below are included in this Category

Issue 16 –IMT, USAR and HazMat Sustainment Training

This project funds specialized response teams to train members in approved training programs. The funding will allow the Type II WMD Regional HazMat Teams and USAR Task Forces to complete critical operational proficiency training.

Authorized training includes the following:

- **Overtime and Backfill** costs, as defined in this guidance, associated with attending or teaching FEMA-sponsored and/or approved training courses and programs are allowed. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from both their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Further, overtime costs associated with employees who participate in training in a teaching role for which they are compensated are not allowed. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

- **Travel** costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.

- **Certification/Recertification of Instructors** is an allowable cost. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

Allowable training topics include CBRNE terrorism, and NIMS related training.

C. **Unauthorized Expenditure**

- Activities unrelated to the completion and implementation of the SHSGP
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill

Note: All FY 2008 Homeland Security Grant Program Grant Guidance can be found at http://www.ojp.usdoj.gov/odp/grants_hsgp.htm

II. Memorandum of Understanding (MOU) Requirements

For any HSGP programs involving pass-through of funds, the state may retain some or the entire local unit of government's allocation of grant funds for expenditures made by the state on behalf of the local unit of government ***only if requested in writing by that local unit of government***. States holding grant funds on behalf of local units of government must enter into a formal MOU with the local unit of government specifying the amount of funds to be retained by the state and the intended use of funds. This MOU request must be initiated by the local unit of government. A final, executable copy of the MOU must be provided to the Division.

III. Reporting Requirements

A. Benchmarks

- All funds shall be obligated within the first 6 months of the date of execution of the Agreement by both parties, no later than May 31, 2009.
- No less than 50% of the funds shall be spent within the first 12 months from the date of execution of the Agreement, no later than November 30, 2009.
- 100% of the funds shall be spent within 18 months from the execution of the Agreement, no later than May 31, 2010.

- Any unobligated funds will be de-obligated at the end of this period and are subject to reallocation to other prioritized projects.
- Extensions to the period of performance will be considered only through formal requests to the Department with specific and compelling justifications why an extension is required. All requests for extensions are subject to review and will not automatically be granted.

B. **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 Agreement. If a report(s) is delinquent, future financial reimbursements will be withheld until the Subrecipient'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

Biannual Strategic Implementation Report:
After the end of each reporting period, for the life of the Agreement, the Department will complete its Biannual Strategic Implementation Report to the Subrecipient Point of Contact listed in this Agreement. This worksheet will contain all of the information that the Subrecipient needs to report on. The Subrecipient is to complete this worksheet in its entirety and email the finished product to the programmatic contact listed below. The first worksheet will be available after the July 1 – September 30, 2009 reporting period..

C. **Reimbursement Requests:**
A request for reimbursement may be sent to the grant manager for review and approval at anytime during the Agreement period. The Subrecipient 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". An Issue number is to be included for every dollar amount listed in the "Detail of Claims" form.

D. **Close-out Programmatic Reporting:**
The Close-out Report is due to the Department no later than 30 calendar days after the Agreement is either completed or the Agreement has expired.

E. **Monitoring:**

Florida Department of Financial Services
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 Department of Financial Services 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 Subrecipient's compliance with applicable state and federal guidelines. The Department is responsible for monitoring the programmatic and capability portion of the grant to include equipment procurement and compliance with applicable SHSGP grant guidance.

Monitoring is accomplished utilizing various methods including desk monitoring and 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 Agreement. 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 Department and the Subrecipient via e-mail and telephone. Site visits are defined as actual visits to the Subrecipient's location by a team or members of the Department or its designee, to actually observe records, procedures and equipment.

Frequency of annual monitoring activity:
Each year the Department will identify up to 50% of Subrecipients for site visit monitoring.

Examples of areas that may be examined include:
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 compliance documentation

In certain circumstances, the Subrecipient may be requested to provide additional monitoring/information if the activity, or lack there of, on the part of the specific Subrecipient has generated questions from the region, the SAA or the Department. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Subrecipients will be required to participate in desk top monitoring on an annual basis and as determined by the Department. The Subrecipients will complete and submit the desk top monitoring within 30 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 Department determines that a Subrecipient is having difficulty completing projects.

As difficulties/deficiencies are identified, the respective region or SAA will be notified by the Department via email. Information will include the Subrecipient name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Department level. Issues that require further TA will be referred to the SAA 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 Department or designee. Site visits will be scheduled in advanced with the Subrecipient grant manager designated in the grant agreement. Monitoring questionnaires will be provided in advance of the visit

The Department or its designee will also conduct coordinated financial and grant file monitoring. These monitoring visits maybe coordinated with a capability review visit. 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 a capability review will be documented and maintained within the Department.

Site Visit Protocol
The following outlines the monitoring protocol for the Department:

The site visits will begin with those Subrecipients that are currently spending or have completed spending for a 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 Subrecipient's grant manager stating the purpose of the site visit and sent at least 30 calendar days before the planned arrival date. Department or designated personnel will call within the next 10 calendar days to schedule an appointment to review the Subrecipient'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.

The appointment should be confirmed with the Subrecipient in writing (email is acceptable) and documented. Personnel designated by the Department attending the site visit will review the Subrecipient's documentation 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 Subrecipient's grant manager one business day in advance of the site visit.

Site Visit
Once designated personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items the Department 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.

Designated 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 Subrecipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (expenditures in excess of $1,000.00 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 designated personnel will then conduct an exit conference with the Subrecipient 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
Department 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 Subrecipient explaining any issues and corrective actions required or recommendations. The Subrecipient will submit a Corrective Action Plan within a timeframe as determined by the Department. The Site Visit Worksheet, report and photographs will then be included in the Subrecipient's file along with any documents distributed at the site visit by the Subrecipient.

IV. Programmatic Point of Contact

Grant and Programmatic Point of Contact

Lorin Mock
11655 NW Gainesville Road
Ocala, FL 34482-1486
(352) 369-2840
lorin.mock@myfloridacfo.com

V. Agreement Responsibilities

The Department shall determine eligibility of projects and approve changes in scope of work.

The Department shall administer the financial processes.

ATTACHMENT A2

Program Statutes and Regulations

1) 53 Federal Register 8034
2) Federal Acquisition Regulations 31.2 and 031.2
3) Section 1352, Title 31, US Code
4) OMB Circulars A-21, A-87, A-110, A-122
5) Chapter 473, Florida Statutes
6) Chapter 215, Florida Statutes
7) Section 768.28, Florida Statutes
8) Chapter 119, Florida Statutes
9) Section 216.181(6), Florida Statutes
10) Cash Management Improvement Act Of 1990
11) American with Disabilities Act
12) Section 112.061, Florida Statutes
13) Immigration and Nationality Act
14) Section 286.011, Florida Statutes
15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66.
16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
17) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
18) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
19) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
20) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
21) 28 CFR applicable to grants and cooperative agreements
22) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
23) 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended;
24) Section 504 of the Rehabilitation Act of 1973, as amended;
25) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
26) Title IX of the Education Amendments of 1972;
27) the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
28) 28 CFR Part 42, Subparts C,D,E, and G
29) Department of Justice regulations on disability discrimination;
30) 28 CFR Part 35 and Part 39.
31) Federal Acquisition Regulations 31.2 and 931.2

ATTACHMENT A3

Warranties and Representations

Financial Management

Subrecipient'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 adequately the source and application 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. Subrecipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures 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.

(6) Accounting records, including cost accounting records that are supported by source documentation.

Competition.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Subrecipient 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 offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Subrecipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected when it is in the Subrecipient's interest to do so.

Codes of conduct.

The Subrecipient 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 Subrecipient 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 Subrecipient.

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 AM to 5:00 PM. Monday through Friday.

Licensing and Permitting

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

ATTACHMENT A4

Certification Regarding
Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Subrecipient, _____, 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 Subrecipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

_____

By:_____
Signature

_____
Subrecipient's Name

_____
Name and Title

_____
Department Grant Number

_____
Street Address

_____
City, State, Zip

_____
Date

ATTACHMENT A5

Statement of Assurances

The Subrecipient 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 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Subrecipient 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 Department, SAA, Chief Financial Officer 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 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 (SUBRECIPIENTS 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.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Emergency Management Preparedness Assistance Program - Grant Agreement

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Tad Stone, Jennifer Bero **EXT:** 5001, 7163

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute an agreement with the Florida Division of Emergency Management in acceptance of $102,724.00 through their FY 09/10 Emergency Management Preparedness Assistance Program.

County-wide Jennifer Bero

BACKGROUND:

The Florida Division of Emergency Management provides funding through the Emergency Management Preparedness Assistance (EMPA) Grant Program to assist local governments in supporting and enhancing emergency management operations. This non-matching grant is disbursed on an annual basis.

The FY 09/10 allocation to Seminole County is $102,724.00. The grant is used to help fund Emergency Management Division positions and all operating expenditures. The grant also allows the Division to comply with F.S. 252, which provides direction for emergency preparedness, response, recovery, and mitigation efforts.

For the funds to be received, the Board must approve and authorize the Chairman to execute a grant agreement with the Florida Division of Emergency Management.

STAFF RECOMMENDATION:
Approve and authorize the Chairman to execute an agreement with the Florida Division of Emergency Management in acceptance of $102,724.00 through their FY 09/10 Emergency Management Preparedness Assistance Program.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

- [x] Budget Review (Lisa Spriggs)
- [x] County Attorney Review (Arnold Schneider)

Contract Number: 1 0-BG-25-06-69-01 -

CSFA: 52.008

STATE and 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 **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 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 C.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on **October 1, 2009** and shall end on **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-1 10, "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, limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

For Federal Funds:

(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-1 33, 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-1 33, 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-1 33, 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
(program office)
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-1 33, 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
(program office)
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-1 33, 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-1 33 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.

For State Funds:

(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 nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 21 5.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. In the event that the Recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: http://www.state.fl.us/fsaa/statutes.html.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

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
[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]
and

Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement shall be submitted on time as required under OMB Circular A-1 33, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

(f) If the audit shows that all or any portion of the funds disbursed hereunder 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.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be 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 submitted to the Division no later than nine (9) 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.

(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 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:

Wendy Stewart
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-7447
Fax: 850-488-7842
Email: wendy.stewart@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Alan Harris, EM Manager
150 Bush Blvd.
Sanford FL 32773

Telephone: 407-665-5017
Fax: 407-665-5036
Email: aharris@seminolecountyfl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative 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 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 and A-l – Scope of Work

Attachment B – Budget

Attachment C – Program Statutes, Regulations and Program Requirements

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 – Change Sheet

(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 **$102,724**, [2009-2010 EMPA], subject to the availability of funds. Upon the expiration of the EMPG FY 2008-2009 subgrant between the Division and the Recipient on September 30, 2009, all of the remaining unexpended funds in that subgrant will automatically be deobligated from the subgrant and transferred to this Agreement to be used in the same manner and for the same purposes as the EMPA funds for FY 2009-2010. However, the 2008-2009 EMPG funds must be fully expended on or before June 30, 2010.

(b) By its execution of this Agreement, the Recipient also authorizes the Division to pay on its behalf $3,082 for the recurring charges for the satellite communications service from the allocation provided to Recipient of $105,806.

(c) Any advance payment under this Agreement is subject to Section 216.181 (1 Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (1 2)(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-1 10, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget which the request is based and a justification statement shall be included in this Agreement

Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

An advance payment of $ is requested

(d) 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 and B of this Agreement.

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

The amount of funds available pursuant to this rule chapter (Rule 9G-1 9.011, Florida Administrative Code) may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds.

Any requests received after **October 31, 2010**, may, in the discretion of the Division, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission.

Changes to the amount of funding to be provided may be accomplished by notice from the Division to the Recipient, in the form of certified mail, return receipt requested. The Division may make an award of additional funds by subsequent Award Letter certified mail, return receipt requested. These additional funds may be accepted by the Emergency Management Director or the Recipient's contact identified in Paragraph (13), above. Should the Recipient determine it does not wish to accept the award of additional funds, the Recipient shall provide notice to the Division contact within thirty (30) days of receipt of the Award Letter. Otherwise, the Recipient shall provide to the Division its written notice of acceptance within forty-five days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon the Division's receipt of the written notice of acceptance and receipt of a budget form which details the proposed expenditure of the additional funds. The budget form will be provided by the Division when the offer of additional funds is made.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 9G-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 9G-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

All payments relating to the Agreement shall be mailed to the following

Seminole County Emergency Management
Attn: Business Office
150 Bush Blvd
Sanford FL 32773

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable the order of "Department of Community Affairs", and mailed directly to the following

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,

any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty 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 1 9(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 G) 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 I NA. 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 H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

SEMINOLE COUNTY

By: _____

Name and title: Bob Dallari, Chairman

Date: _____

FID# 59-6000856

ATTEST:

_____

MARYANNE MORSE, Clerk to the Board of County Commissioners, Seminole County, FL

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and title: Ruben D. Almaguer, Interim Director, Division of Emergency Management

Date: _____

EXHIBIT – 1

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

Federal Program

Federal Agency: U.S. DHS/FEMA

(Department of Homeland Security/Federal Emergency Management Agency)
Catalog of Federal Domestic Assistance title and number: EMPG/97.042

(Emergency Management Performance Grant)

Award amount: (Federal funds will be awarded at a later date)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Chapter 252, Florida Statutes
Rule Chapters 9G-6, 9G-1 1, and 9G-1 9, Florida Administrative Code
44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
44 CFR, Part 302
OMB Circular A-87 and A-133
48 CFR, Part 31

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*)

State Awarding Agency: Division of Emergency Management

Catalog of State Financial Assistance Title: Emergency Management Programs

Catalog of State Financial Assistance Number: 52008

State Financial Assistance: $105,806 (less $3,082 for satellite service for 12 months)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 9G-19, Florida Administrative Code.

Eligible activities for these funds are salaries and expenses relating to maintaining and enhancing emergency management plans and programs.

Eligible recipients for these funds are the 67 Florida counties.

Attachment A and A-1
Scope of Work

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

In order to receive base grant funding, the Recipient must certify that it will use the award to enhance its Emergency Management Program.

As a condition of receiving funding pursuant to this Agreement, the Recipient shall complete the work items approved by the Division and attached hereto as Attachment A-1. Subsequent revisions during the term of this Agreement shall be a written modification in accordance with Paragraph (4) of this Agreement.

Seminole County

Emergency Management

2009 2010 Scope of Work

Item #	Deliverables	Mid Year Review		End of Year Review	
1	COORDINATION AND COLLABORATION - Utilizing one or more of the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. **A**. No later than 30 days after each event/conference/workshop/meeting, counties are to provide an agenda or a copy of the certificate to show participation in at least the following during this contract period (10/01/2009-09/30/2010). -Quarterly Regional Coordination Meetings -Current Issues in Emergency Management (CIEM) -Regional Domestic Security Task Force (RDSTF) Meeting -Florida Emergency Preparedness Association Annual Meeting -Florida Emergency Preparedness Association Mid-Year Work Session -Local Mitigation Strategy (LMS) Workshops **B**. The County will update and submit changes to the County Contact Form, to include County Officials annually or as changes occur (see attachment I) **C**. The County will hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season. **D**. The County will hold at least one (1) Recovery Strategy meeting to include the appropriate Emergency Support Functions (ESF), Non Government Partners (NGO) and community partners prior to the start of hurricane season	***In Work*** *Complete* *Due Date Missed*		***In Work*** *Complete* *Due Date Missed*	

Deliverable Status Comments:

2	NATIONAL WEATHER SERVICE ALERT, MONITORING, RECEPTION AND DISSEMINATION - To ensure that each county emergency management agency and designated county warning point can independently monitor local weather conditions in addition to receiving and disseminating National Weather Service alerts to local government and the public, the following criteria in this deliverable must be met annually by each county emergency management agency. The County will maintain a link with their respective National Weather Service Forecast Office (WFO) to receive and relay real time weather information to support warning decisions. A. The County will demonstrate at least three (3) separate operational means to receive WFO information and alert reception. B. The County will demonstrate at least two (2) separate operational means for these alerts to be disseminated to local government and the public. C. The County will demonstrate redundant capabilities to monitor local weather conditions to guard against communication infrastructure failures. *StormReady designation from the National Weather Service WFO will waive the deliverable	***In Work*** *Complete* *Due Date Missed*		***In Work*** *Complete* *Due Date Missed*	

Deliverable Status Comments:

3	TRAINING AND EXERCISE - To ensure that each county emergency management agency maintains comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC. A) Submit training courses conducted in counties that are not coordinated through the Training &Exercise Unit to: STO@em.myflorida.com for submission onto the Training and Events Calendar for information purposes only. This allows for regional collaboration and coordination and the T&E Unit to establish needs assessments. B) Attendance at professional conferences C) Each county will ensure that at least one (1) person has access to the Homeland Security Exercise and Evaluation (HSEEP) web portal. All exercises utilizing EMPA/EMPG monies in the State of Florida will be conducted in accordance with HSEEP Standard. D) Participate in the annual Statewide Hurricane Exercise in which the submission of one (1) Incident Action Plan (IAP), one (1) Situation Report (SITREP), a roster of participants and participation in at least one (1) conference call is required. E) Counties will submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 60 days for all exercises. F) The county shall conduct at least one (1) Continuity of Operations Plan (COOP) or Continuity of Government (COG) exercise annually (an actual incident may be substituted). This exercise may be a seminar, tabletop, functional or full-scale and may be conducted as part of the Statewide Hurricane Exercise or a Regional Domestic Security scheduled exercise)	***In Work*** *Complete* *Due Date Missed*		***In Work*** *Complete* *Due Date Missed*	

Deliverable Status Comments:

4	**GEOGRAPHICAL INFORMATION:** Mapping and Spatial data shall be developed, maintained, and updated in cooperation between counties and the Florida Division of Emergency Management (FDEM). Current datasets will be provided by FDEM to counties through the appropriate Regional Coordinator. Updates and corrections will be provided to the FDEM GeoSpatial Information Systems (GIS) section on or before March 30, 2010. This shall include **A)** County shelter data utilized by the State Emergency Support Function (ESF) 6 shall be updated **B)** Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be provided consistent with existing datasets. **C)** Location and attribute information for Disaster Recovery Center (DRC) sites using a format provided in cooperation with FDEM Recovery Section. **D)** Location and attribute information of other critical facilities shall be provided as appropriate to maintain, correct and/or update the statewide critical facilities database. Existing data will be provided to the counties through the Regional Coordinators and assistance will be made available through the FDEM GIS Section. Attribute information for spatial data requested shall include: Facility name; .Latitude/Longitude in decimal degrees, USNG Coordinates and Physical, E91 1 compatible addresses need to be complete and detailed to allow for accurate geocoding of each location. **NOTES:** Items listed above can be submitted via the following engines -ACAMS -HAZUS Web Portal (Password can be requested through Information Management Unit) -EXCEL Spreadsheet -Export from own GIS database If counties have no changes in last submission of spatial data information; submit email to Richard Butgereit stating "*from last submission.*"	***In Work*** *Complete* *Due Date Missed*		***In Work*** *Complete* *Due Date Missed*	

Deliverable Status Comments:

5	LOGISTICS - The county shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs. A) Submit an updated county logistics strategy/plan that is consistent with guidance found in the County and POD SOG (CEMP 2355. The strategy/plan shall also include, but not limited to the following: -County Government Emergency Fuel Strategy -Utilization of private business and industry in meeting emergency resource needs -List of local vendors, Memorandum of Agreements and contracts that will provide resources in an emergency B) Location, survey forms, and attribute information for county logistical staging areas using a format provided in cooperation with FDEM Logistics Section. Logistical Staging Area Site Survey Forms may be obtained at www.floridadisaster.org/Response/Logistics/documents/2009/LSA%20Site%20Survey%20Template.xls. C) POINTS OF DISTRIBUTION: Location and attribute information for Points of Distribution (POD) sites and comfort stations using a format provided in cooperation with FDEM's Logistics Section. County POD Site Survey Profile forms may be found at www.floridadisaster.org/Response/Logistics/2007/Documents/POD%20Distribution%20Site%20Profile.doc	***In Work*** *Complete* *Due Date Missed*		***In Work*** *Complete* *Due Date Missed*	

Deliverable Status Comments:

6	SHELTER SURVEY AND RETROFIT PROGRAM - The county shall participate in Florida's statewide hurricane shelter space deficit elimination program by performing the following deliverables. All Counties shall address the following shelter deficit reduction plans and efforts consistent with the statewide shelter deficit reduction initiative by May 1, (reports required in each item below even if no change has occurred): A) Submit identified potential hurricane shelter retrofit projects or report that there are no new identified projects to Florida Division of Emergency Management (FDEM), Infrastructure Section. (The information is used to compile the Shelter Retrofit Report.) B) Submit all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are projects to the FDEM Infrastructure Section, C) Develop and submit to the FDEM Infrastructure Section a strategy to ensure that by June 1, 2010, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system shall be provided. D)Develop and submit to the FDEM Infrastructure Section, a strategy to ensure that by June 1, 2010, there is adequate designated Special Needs Shelters (SpNS) client space capacity to meet anticipated five-year demands as determined by the 2008 Statewide Emergency Shelter Plan (January 31, 2010). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with adequate standby electric power system or capability as described in item 1 .c. above. E) Update and submit to the FDEM Infrastructure Section, hurricane shelter deficit reduction progress reports, which include "as-is" retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.) F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. The template to provide this information will be made available from FDEM	***In Work*** *Complete* *Due Date Missed*		***In Work*** *Complete* *Due Date Missed*	

Deliverable Status Comments:

7	LOCAL COMPREHENSIVE EMERGENCY MANAGEMENT PLAN -Maintain County Comprehensive Emergency Management Plan in accordance with Rule 9G, Florida Administrative Code and consistent with the state's Comprehensive Emergency Management Plan.	***In Work*** *Complete* *Due Date Missed*		***In Work*** *Complete* *Due Date Missed*	

Deliverable Status Comments:

Record of Review

Mid Year Review

County Emergency Management
Representative Signature

Date:

FDEM Division
Representative Signature

Date:

End of Year Review

County Emergency Management
Representative Signature

Date:

FDEM Division
Representative Signature

Date:

Attachment B

Budget

The anticipated expenditures for the Categories listed below are for the Emergency Management Preparedness and Assistance (EMPA) State portion of this subgrant only (Paragraph (17)(a), FUNDING/ CONSIDERATION). A separate budget form for the Emergency Management Performance Grant (EMPG) portion of this subgrant will be provided when federal funds are awarded by the Division

Category	Anticipated Expenditure Amount	
Salaries/Fringe Benefits	$	9,660.00
Other Personal Services	$	
Expenses	$	89,028.00
Operating Capital Outlay	$	4,036.00
Fixed Capital Outlay	$	

Total State Funds **$** 102,724.00
(see section 17 – Funding/Consideration)

Attachment C

Program Statutes, Regulations and Program Requirements

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 9G-6, 9G-11, 9G-19 and 9G-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Recipient acknowledges the completed installation of a Hughes Network Systems, Inc., Personal Earth Station and related equipment (hereinafter "the Equipment").

The Recipient acknowledges and agrees to comply with applicable terms and conditions of: (1) the State of Florida Lease/Purchase Agreement, dated October 1994, executed between Hughes Network Systems, Inc. ("HNS"), and the Division, (a copy of which is available from the Division) regarding the procurement and use of the Equipment; and (2) the Services Agreement Between Hughes Network Systems, Inc., and the State of Florida, dated January 1995, (a copy of which is available from the Division) (hereinafter, collectively, "the HNS Agreements") regarding the operation of an interactive satellite communications service for the Division, the Recipient and other sites. In particular, the Recipient agrees:

A. That any reports of problems with the Equipment or system, trouble reports, and any requests for repairs, service, maintenance or the like, shall be communicated directly and exclusively to the Division's State Warning Point (SWP) (850) 413-9910.

B. That the Recipient will assist and comply with the instructions of the SWP and any technical service representative responding to the report or service request. Recipient's personnel shall cooperate with and assist service representatives, as required, for installation, trouble-shooting and fault isolation, with adequate staff.

C. That the Recipient shall not change, modify, deinstall, relocate, remove or alter the Equipment, accessories, attachments and related items without the express written approval of the Division.

D. That the Recipient shall provide access, subject to reasonable security restrictions, to the Equipment and related areas and locations of the Recipient's facilities and premises, and will arrange permitted access to areas of third-party facilities and premises for the purpose of inspecting the Equipment and performing work related to the Equipment. Service representatives and others performing said work shall comply with the Recipient's reasonable rules and regulations for access, provided the Division is promptly furnished with a copy after execution of this Agreement. The Recipient shall provide safe access to the Equipment and will maintain the environment where the Equipment is located in a safe and secure condition. The Recipient shall provide service representatives with access to electrical power, water and other utilities, as well as telephone access to the Recipient's facility as required for efficient service.

E. That the Recipient shall take reasonable steps to secure the Equipment and to protect the Equipment from damage, theft, loss and other hazards. This shall not obligate the Recipient to procure insurance. The Division agrees to procure and maintain all risks insurance coverage on the Equipment. The Recipient agrees to refrain from using or dealing with the Equipment in any manner which is inconsistent with the HNS Agreements, any policy of insurance referred to in the HNS Agreements, and any applicable laws, codes ordinances or regulations. The Recipient shall not allow the Equipment to be misused, abused, wasted, or allowed to deteriorate, except normal wear and tear resulting from its intended use. The Recipient shall immediately report any damage, loss, trouble, service interruption, accident or other problem related to the Equipment to the SWP, and shall comply with reasonable instructions issued thereafter.

F. That any software supplied in connection with the use or installation of the equipment is subject to proprietary rights of Hughes Network Systems, Inc., and/or HNS's vendor(s) and/or the Division's vendor(s). The use of one copy of said software is subject to a license granted from HNS to the Department, and a sublicense from the Division to the Recipient, to use the software solely in the operation of the Equipment, to commence on delivery of the software to the Recipient and to last for the term of the HNS Agreements. The Recipient shall not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any part of the software, or (ii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information provided in connection with the Equipment. The Recipient shall not, directly or indirectly, sell, transfer, offer, disclose, lease, or license the software to any third party.

G. To comply with these provisions until the termination of the HNS

H. The amounts retained for the satellite service cover the initial order for services provided to the Division pursuant to the services agreement between Hughes Network Systems and the State of Florida. The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. The service charge covers only the remote corrective maintenance specified in paragraph 4.3 of the Service Agreement with HNS and does not cover other maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

1. Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external to the Equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication Equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

2. Changes, modifications, or alterations in or to the Equipment other than approved upgrades and configuration changes.

3. Deinstallation, relocation, or removal of the Equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the recipient.

(3) VEHICLES

Written approval from the Director of the Division of Emergency Management must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 9G-6, 9G-1 1, and 9G-1 9, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services

outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 9G-19.002(6), Florida Administrative Code.

6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Attachment D

Reports

A. The Recipient shall provide the Division with quarterly financial reports, semi-annual summary progress reports prepared in conjunction with the Division's Area Coordinator, and a final close-out report, all in a format to be provided by the Division.

B. **Quarterly financial reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are December 31, March 31, June 30 and September 30.**

C. **The final close-out report is due thirty days after termination of this**

D. In addition to the above, in order to ensure compliance with Rule 9G-19.01 1, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division electronically no later than **December 31, 2009**. In addition, the funds associated with the 2007 EMPG Supplemental and the additional 2008 EMPG funds must be included on this form. The Historical Information form must be prepared and signed by an official of the County's Finance Office.

E. In a format provided by the Division, a proposed staffing summary shall be submitted to the Division not later than **December 31, 2009**.

F. If all required reports prescribed above are not provided 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 such other action as set forth in Paragraphs (10), (11) and (12), and Rule 9G-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

G. Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Division.

H. All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months 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 $ 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 2006	(B) FFY 2007	(C) FFY 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 they will assist you.

MAXIMUM ADVANCE ALLOWED CALULATION:

X $

Cell D3 DEM Award MAXIMUM ADVANCE

(Do not include any match)

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

[ ] **Recipient has no previous DEM/DCA 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 Circnmstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	200 -200 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

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.

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

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 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 Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By:

Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

Attachment H

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 66, 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 hour's 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.

Attachment I

CHANGE SHEET

Whenever there is a change to any information listed in the Telephone Directory, please note changes on this change form and submit it to our office as soon as possible. It is imperative for this directory to be as accurate as possible in the event of an emergency. A copy of these changes will be forwarded to the other counties on the Change Form included in the Telephone Directory.

County:

Emergency Management Contact/Director: Alan Harris

Mailing Address: 150 Bush Blvd., Sanford, FL 32773

Physical Address: 150 Bush Blvd., Sanford, FL 32773

Office Phone: 407-665-5017
Home Phone:
Fax: 407-665-5036
Suncom:
Warning Point Phone: 407-665-5100
Duty Pager:
Cellular Phone: 321-377-8325
Warning Point Fax:
Internet Address:

Assistant Director:
Office Phone:
Pager:
Cellular Phone:
Home Phone:

Other Staff:
Maureen Long, Project Manager
Shirley Exner, Sr. Staff Asst.

Directions to EOC:

Directions to EM Office:

County Officials:

Mayor:
Office Phone:
Fax:

Chairman: Bob Dallari
Office Phone: 407-665-7215
Fax:

County Administrator: Cindy Coto
Office Phone: 407-665-7211
Fax:

Assistant County Administrator: Joseph Forte
Office Phone: 407-665-7212
Fax:

Sheriff: Donald Eslinger
Office Phone: 407-665-6635
Fax:

Superintendent: Bill Vogel, Ed.D
Office Phone: 407-320-0000
Fax:

American Red Cross: (include Chapter) Becky Sebren,Director Central Florida Chapter
Office Phone: 407-894-4141
Fax:

Other:

Submit changes to Linda McWhorter by e-mail at linda.mcwhorter@em.myflorida.com, by fax at 850-410-1016 or at the following address:

Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Water Supply Restoration Program - Grant Contract

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Gary Rudolph, Jennifer Bero **EXT:** 2020, 7163

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a contract with the Florida Department of Environmental Protection to accept the sum of $342,441.00 through its Water Supply Restoration Grant Program for the Lake Hayes Water Supply Restoration Project.

District 1 Bob Dallari Jennifer Bero

BACKGROUND:

The Florida Department of Environmental Protection (FDEP) provides funding through its Water Supply Restoration Program to local utilities for expeditious restoration or replacement of potable water systems or private wells where health hazards exist due to contamination.

Seminole County submitted a request to FDEP for financial assistance to provide potable water service to residential lots located north of Lake Hayes Road and east of SR 434, an unincorporated area currently serviced by private wells. FDEP agreed to provide $342,441.00 towards the total $645,536.00 project costs. The proposed project consists of 3,000 linear feet of new water lines to serve lots along Pennsylvania Avenue, Beasley Road, and Sunnyview Drive, and an additional 1,600 linear feet for fire hydrants and service connections along Lake Hayes Road from Pine Street to Palm Way.

For the funds to be received, the Board must approve and authorize the Chairman to execute a contract with FDEP. A budget amendment request to allocate the funds is presented in the Budget Division section of this agenda.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a contract with the Florida Department of Environmental Protection in acceptance of $342,441.00 through their Water Supply Restoration Grant Program for the Lake Hayes Water Supply Restoration Project.

ATTACHMENTS:

1. Agreement
2. Maps and Aerials
3. Maps and Aerials

Additionally Reviewed By:

- [x] Budget Review (Lisa Spriggs)
- [x] County Attorney Review (Susan Dietrich)

CONTRACT

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and SEMINOLE COUNTY, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "Contractor"), a local government, for potable water main lines for properties with contaminated potable water wells.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to extend the water mainlines for properties with contaminated potable water wells as defined herein and in accordance with Attachment A, Scope of Services, attached hereto and made a part hereof. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference. The Contractor has been determined to be a vendor to the Department under this Contract.

2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all equipment, products or materials necessary to perform this Contract shall be supplied by the Contractor, unless otherwise specified herein.

3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.

4. This Contract shall begin upon execution by both parties and remain in effect for a period of twenty-four (24) months, inclusive. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract This Contract may be renewed for an additional term not to exceed three (3) years. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

5. A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on cost reimbursement basis up to a maximum of $342,441 towards the total project cost for the services outlined in Attachment A. The Contractor shall be responsible for the additional $303,095 necessary for the completion of the services.

6. A. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement contract. In accordance with the Contract Payment Requirements, (attached hereto and made a part hereof as Attachment B), the Contractor shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

   i. Salaries/Wages - The Contractor shall not be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, and/or general and administrative rates) for Contractor's employees.

   ii. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Contractor. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Contractor shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the

State Board of Administration. Invoices for reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.

iii. Development/Impact Fee and Meter Set Charges – Must be documented by an itemized statement of fess paid and meters set for new service.

iv. Travel - Travel expenses are not authorized under the terms of this Contract.

v. Equipment - (Capital outlay over $1,000 in value) – The purchase of non-expendable equipment or personal property costing $1,000 or more is not authorized under the terms of this Contract.

vi. Rental/Lease of Equipment - Include copies of invoices or receipts to document charges.

vii. Other Expenses - e.g., Materials, supplies, phone, reproduction, mailing, must be documented by itemizing and including copies of receipts or invoices.

B. The Contractor shall submit invoices on a quarterly basis, in conjunction with progress reports as required herein. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final invoice must be submitted no later than thirty (30) days after the completion date of the Contract in order to assure the availability of funding.

7. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

8. Pursuant to Section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-413-5516.

9. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than $1 will not be enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), Florida Statutes may be obtained by calling the Department of Financial Services, Vendor Ombudsman at the telephone number provided above or the Department's Procurement Section at 850-245-2361.

10 The Contractor shall submit quarterly progress reports which indicate the work performed during the reporting period, work scheduled for the next reporting period, problems encountered and resolutions of the problems, and any schedule updates.

11. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

12. The Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party. Prior to termination, the terminating party shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the non terminating party an opportunity to consult with the terminating party regarding the reason(s) for termination.

The parties hereto may terminate this Contract for convenience as evidenced by formal amendment which clearly describes the basis for the termination.

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 13.

13. Any and all notices shall be delivered to the parties at the following addresses:

Contractor	Department
County Manager Seminole County Seminole County Services Building 1101 East First Street Sanford, Florida 32771	Charles Coultas (MS #3515) Water Supply Restoration Program Florida Department of Environmental Protection 2600 Blair Stone Road Tallahassee, Florida 32399-2400

14. The Department's Contract Manager is Charles Coultas, phone 850-245-8369. The Contractor's Contract Manager is Gary Rudolph, phone 407-665-2020. All matters shall be directed to the appropriate Contract Managers for action or disposition.

15. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

16. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

17. The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

18. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action brought by the Contractor against the Department hereon or in connection herewith shall be brought in Leon County, Florida. Any action brought by the Department against the Contractor herein or in connection herewith shall be brought in Seminole County, Florida.

19. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

20. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.

21. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

22. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

    B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions

regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850-487-0915.

23. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.

24. A. The Contractor shall not subcontract, assign, or transfer any work under this Contract without the prior written consent of the Department's Contract Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

    B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities maybe obtained by contacting the Office of Supplier Diversity at 850-487-0915.

25. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

26. The Contractor warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor.

27. The purchase of non-expendable personal property or equipment costing $1,000 or more is not authorized under the terms of this Contract.

28. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time, shall require formal amendment to this Contract.

29. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a Contractor, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

30. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.

31. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to rule 60A-1.032(1), Florida Administrative Code, this Contract shall be exempt from the one percent (1%) transaction fee.

32. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

SEMINOLE COUNTY

By:_____
Title:

Date:_____

FEID No.: 59-6000856

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By:_____
Director, Division of Water Resource Management or designee

Date: 9/11/09

Charles Coultas, DEP Contract Manager

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

List of attachments/exhibits included as part of this Contract:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Scope of Services (2 Pages)
Attachment	B	Contract Payment Requirements (1 Page)

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ATTACHMENT A

SCOPE OF SERVICES

The objective of this project is to design, permit and construct potable water main lines for properties with contaminated potable water wells. The project will follow all requirements for Public Water Systems (PWS) as specified in Chapter 62-555, Florida Administrative Code (F.A.C.). The Contractor shall obtain all State, County and City permits required for the project.

The Contractor shall provide water main lines for new potable water service, up to and including the meter set within the public right-of-way, for the following properties:

WELL_ID	WELL_ADDR
590060201	2239 Pennsylvania Avenue
590061201	2235 Pennsylvania Avenue
590062701	2244 Pennsylvania Avenue
590062801	2251 Pennsylvania Avenue
590063001	2236 Pennsylvania Avenue
590064101	2266 Pennsylvania Avenue
590064301	2276 Pennsylvania Avenue
590064401	2290 Pennsylvania Avenue
590064601	2302 Pennsylvania Avenue
590066401	2259 Pennsylvania Avenue
590066901	2240 Pennsylvania Avenue
590067701	2315 Pennsylvania Avenue
590061601	2222 Sunny View Drive
590061801	2200 Sunny View Drive
590061901	2256 Sunny View Drive
590063401	2247 Sunny View Drive
590063501	2223 Sunny View Drive
590063601	2211 Sunny View Drive
590063801	2271 Sunny View Drive
590069101	2244 Sunny View Drive
590076601	2283 Sunny View Drive
590069501	2349 Palm Way
590069901	2353 Palm Way
590069601	2348 Pine Street
590062001	2267 Pennsylvania Avenue
590063701	2259 Sunny View Drive

Included in this work will be the development\impact fees and meter set charges for all of the listed sites. Each resident/owner will be required to apply to Seminole County Utility for the new water service and pay the utility deposit. If an owner/resident does not request new service upon completion of this Contract, the impact fees and meter set charges paid under this Contract will be applied to the property utility records, allowing owners/residents to receive water service at a later time. There will be no requirement by the Department or the Contractor for the property owners to have their property annexed into Oviedo or to sign an annexation agreement as a condition of receipt of the new potable water service.

The Contractor is not responsible for connecting potable water lines from the meter set in the public right-of-way to the properties listed above or residences thereon.

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PHASE I

The Contractor will provide engineering design, surveying, labor, equipment, materials, fees and all other services/items necessary to obtain the for the Public Water Supply (PWS) permit to construct the specified water main lines in Seminole County. The Contractor shall also prepare bid documents and select a subcontractor in accordance with Seminole County purchasing rules and regulations.

Phase I Deliverable: In addition to the quarterly progress reports required in paragraph 10 of the Contract, the Contractor shall submit copies of the field survey, design drawings, bid documents and PWS Permit to the Department.

Phase I Timeline: The PWS permit shall be obtained no later than June 1, 2010. A subcontractor shall be procured no later than October 1, 2010. A construction schedule shall be submitted to the Department no later than November 1, 2010.

PHASE II

The Contractor shall provide water main extensions to the public right-of-way serving the properties listed above. This shall include water mains, service laterals, and meter sets.

Phase II Deliverables: The Contractor shall submit a final report on the connection status of each of the listed sites. The final report will also include a copy of the as-built drawings on a digital ASCII file in ARC/INFO 7.0 export format with no compression or .DXT format. The file coordinates will be referenced in State Plan feet (including Zone) or UTM meters (including zone). All graphics elements will be completely attributed and documented.

Phase II Timeline: All water line extensions shall be completed no later than June 1, 2011. The final report shall be submitted to the Department no later than June 30, 2011.

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ATTACHMENT B

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures (January 2005)
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

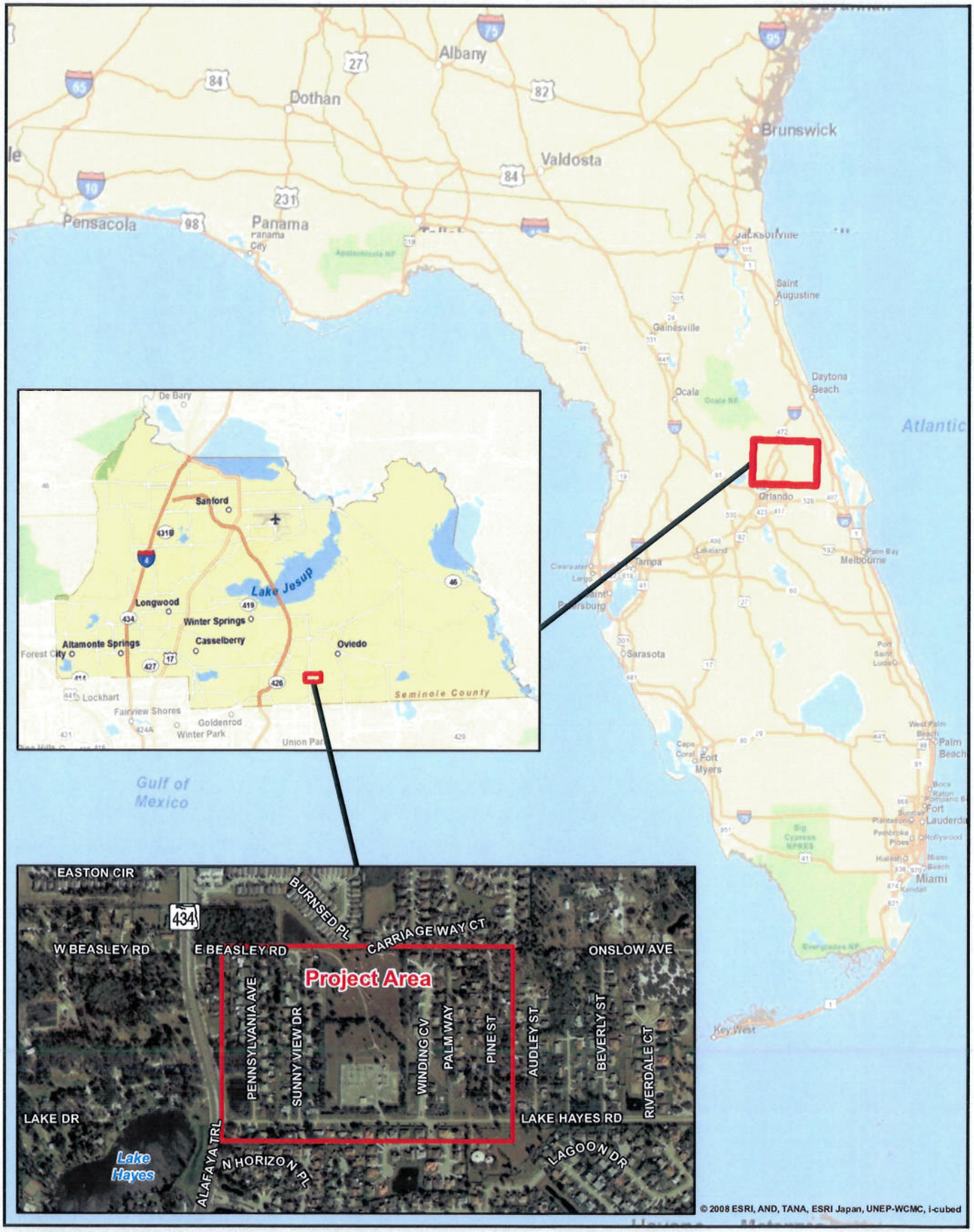
(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The Florida Department of Financial Services, Reference Guide to State Expenditures (January, 2005) can be found at the following web address:: http://www.fldfs.com/aadir/reference%5Fguide/.

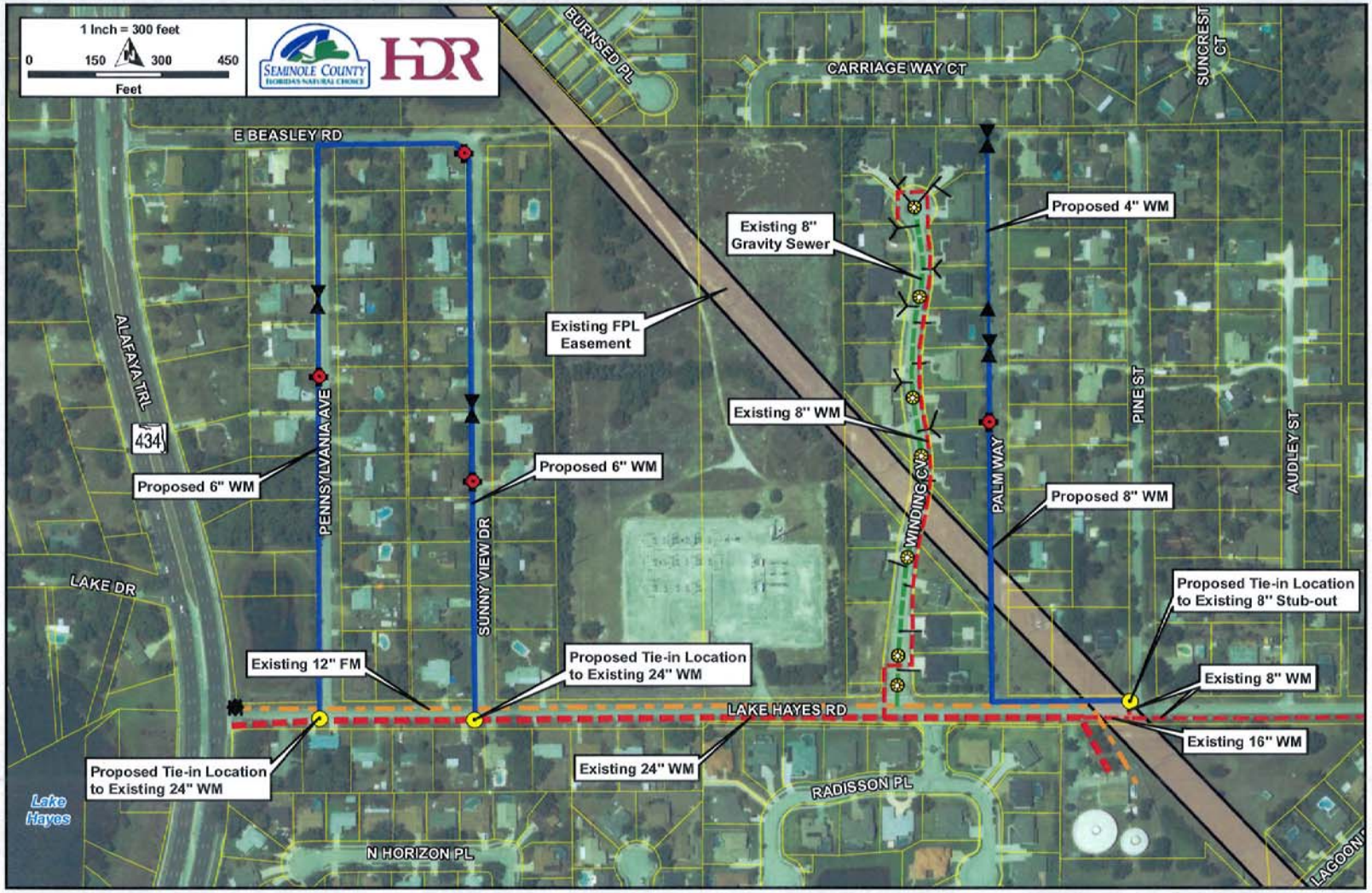


SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE

HDR

Lake Hayes Water Main Restoration Project

Project Location Map | **Figure 1**



Lake Hayes Water Main Restoration Project

Proposed Water Main Alignment | **Figure 2**

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Recovery Zone Ordinance

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Angela Singleton **EXT:** 7168

MOTION/RECOMMENDATION:
Authorize staff to prepare an ordinance to establish Seminole County as a Recovery Zone.

County-wide Lisa Spriggs

BACKGROUND:

The American Recovery and Reinvestment Act of 2009 (ARRA) authorizes states and local governments to issue Recovery Zone Bonds which provide tax incentives and promote job creation. Recovery Zone Economic Development Bonds are taxable tax credit governmental bonds that may be used to finance certain "qualified economic development purposes" within an area designated by the County as a recovery zone (the "Recovery Zone"). Recovery Zone Facility Bonds are private activity bonds that may be used to finance certain property located within a designated Recovery Zone. The County has been allocated $12,243,000 for Recovery Zone Economic Development Bonds and $18,365,000 for Recovery Zone Facility Bonds under the ARRA.

Enacting an ordinance to establish the County as a Recovery Zone, as required by the Internal Revenue Code, prepares the County to take advantage of eligible activities/projects as they may arise. Recovery Zone Bond provisions of the Internal Revenue Code and allocations for Florida counties are attached for your reference.

STAFF RECOMMENDATION:
Authorize staff to prepare and ordinance to establish Seminole County as a Recovery Zone.

ATTACHMENTS:

1. Recovery Zond Bonds - IRC
2. Allocations for Florida Counties

Additionally Reviewed By:
No additional reviews

Part III – Administrative, Procedural, and Miscellaneous

Recovery Zone Bond Volume Cap Allocations

Notice 2009-50

SECTION 1. PURPOSE

This notice provides guidance regarding the maximum face amount of recovery zone economic development bonds ("Recovery Zone Economic Development Bonds") and recovery zone facility bonds ("Recovery Zone Facility Bonds") (together, "Recovery Zone Bonds"), that may be issued by each State and counties and large municipalities within each State before January 1, 2011 under §§ 1400U-2 and 1400U-3, respectively, of the Internal Revenue Code ("Code"), as provided in § 1400U-1 of the Code. As applicable to §§ 1400U-1 through 1400U-3, § 103(c)(2) provides that the term "State" includes the District of Columbia and any possession of the United States. This notice also provides certain interim guidance for Recovery Zone Bonds. In general, Recovery Zone Bonds provide tax incentives for State and local governmental borrowing at lower borrowing costs to promote job creation and economic recovery that is targeted to areas particularly affected by employment declines.

SECTION 2. BACKGROUND

.01 INTRODUCTION

Section 1401 of Title I of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat. 115 (2009) ("ARRA"), added §§ 1400U-1

through 1400U-3 to the Code authorizing State and local governments to issue Recovery Zone Bonds. Section 1400U-1 imposes a national bond volume limitation ("volume cap") of $10 billion for Recovery Zone Economic Development Bonds and $15 billion for Recovery Zone Facility Bonds. The volume cap for Recovery Zone Bonds is allocated among the States and counties and large municipalities within the States based on relative declines in employment in 2008.

In general, Recovery Zone Economic Development Bonds may be used to finance certain "qualified economic development purposes" and Recovery Zone Facility Bonds may be used to finance certain "recovery zone property," both as described further herein, generally for use within designated "recovery zones," as described below. Section 1400U-1(b) provides that, for purposes of §§ 1400U-1 through 1400U-3, the term "recovery zone" means: (1) any area designated by the issuer as having significant poverty, unemployment, rate of home foreclosures, or general distress; (2) any area designated by the issuer as economically distressed by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990; and (3) any area for which a designation as an empowerment zone or renewal community is in effect as of the effective date of ARRA, which effective date is February 17, 2009.

.02 BACKGROUND ON BUILD AMERICA BONDS

Section 1531 of ARRA added § 54AA to the Code, authorizing State and local governments, at their option, to issue two general types of Build America Bonds ("Build America Bonds") as taxable governmental bonds with Federal subsidies for a portion of their borrowing costs. Section 54AA(d) of the Code defines the term "Build America

Bond" generally to mean any taxable State or local governmental bond (excluding a private activity bond under § 141) that meets the following requirements: (1) the interest on such bond would (but for § 54AA) be excludable from gross income under § 103; (2) the bond is issued before January 1, 2011; and (3) the issuer makes an irrevocable election to have § 54AA apply. The Federal subsidies for a portion of the borrowing costs on Build America Bonds take the form of either tax credits provided to holders of the bonds or refundable tax credits paid to State and local governmental issuers of the bonds. Build America Bonds have different levels of Federal subsidies and different program requirements with respect to uses of proceeds depending on the particular type of Build America Bond.

The first type of Build America Bond provides a Federal subsidy through Federal tax credits to investors in the bonds in an amount equal to 35 percent of the total coupon interest payable by the issuer on taxable governmental bonds (net of the tax credit), which represents a Federal subsidy to the State or local governmental issuer equal to approximately 25 percent of the total return to the investor (including the coupon interest paid by the issuer and the tax credit). This type of Build America Bond will be referred to in this Notice as "Build America Bonds (Tax Credit)." This type of Build America Bond generally may be used to finance any governmental purpose for which tax-exempt governmental bonds (excluding private activity bonds under § 141) could be issued under § 103 ("tax-exempt governmental bonds") and must comply with all requirements applicable to the issuance of tax-exempt governmental bonds.

The second type of Build America Bond provides a Federal subsidy through a refundable tax credit paid to State or local governmental issuers by the Treasury

Department and the Internal Revenue Service ("IRS") in an amount equal to 35 percent of the total coupon interest payable to investors in these taxable bonds. This type of Build America Bond will be referred to in this Notice as "Build America Bonds (Direct Payment)." This type of Build America Bond generally may be used to finance only capital expenditures and certain issuance costs and reasonably required reserve funds.

Recovery Zone Economic Development Bonds under § 1400U-2 represent a third type of Build America Bond. Recovery Zone Economic Development Bonds are comparable to Build America Bonds (Direct Payment), except that they provide for a deeper Federal subsidy through a refundable tax credit paid to State or local governmental issuers in an amount equal to 45 percent (rather than 35 percent) of the total coupon interest payable to investors in these taxable bonds and they have different program requirements regarding eligible uses of proceeds for qualified economic development purposes within recovery zones, as described further herein.

For additional information regarding Build America Bonds generally, see § 54AA and the initial implementation guidance on Build America Bonds set forth in Notice 2009-26, 2009-16 I.R.B 833 (April 20, 2009).

SECTION 3. RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS

.01 RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS TREATED AS QUALIFIED BONDS UNDER § 6431

Section 1400U-2(a) provides that a Recovery Zone Economic Development Bond shall be treated as a "qualified bond" for purposes of § 6431 (relating to the refundable credit for qualified bonds allowed and payable to the issuer in the case of Build America Bonds (Direct Payment)). Section 1400U-2(a) further provides that, for

purposes of § 6431(b) (relating to the amount of the refundable credit allowed and payable to the issuer of qualified bonds), the amount of the refundable credit shall be 45 percent of the coupon interest payable on the bonds rather than 35 percent of such interest as is the case with Build America Bonds (Direct Payment). In determining the amount of coupon interest payable on the bonds for purposes of calculating the refundable credit, original issue discount is not treated as a payment of interest. See H.R. Conf. Rep. 111-16, 111th Cong., 1st Sess. (February 12, 2009).

.02 DEFINITION OF RECOVERY ZONE ECONOMIC DEVELOPMENT BOND

Section 1400U-2(b)(1) defines the term "Recovery Zone Economic Development Bond" to mean any bond that is issued as part of an issue that meets the following requirements: (1) the bond is a Build America Bond (as defined in § 54AA(d)); (2) the bond is issued before January 1, 2011; (3) 100 percent of the excess of (i) the available project proceeds (as defined in § 54A to mean sale proceeds of such issue less not more than 2 percent of such proceeds used to pay issuance costs, plus investment proceeds thereon), over (ii) the amounts in a reasonably required reserve (within the meaning of § 150(a)(3)) with respect to such issue, are to be used for one or more qualified economic development purposes, and (4) the issuer designates such bond for purposes of § 1400U-2.

.03 DEFINITION OF QUALIFIED ECONOMIC DEVELOPMENT PURPOSE

Section 1400U-2(c) defines the term "qualified economic development purpose" for purposes of § 1400U-2 to mean any expenditures for purposes of promoting development or other economic activity in a recovery zone, including (1) capital expenditures paid or incurred with respect to property located in the recovery zone, (2)

expenditures for public infrastructure and construction of public facilities, and (3) expenditures for job training and educational programs. This broad definition of qualified economic development purpose includes capital expenditures (as defined in § 1.150-1(b) of the Income Tax Regulations) and working capital expenditures to promote development or other economic activity in a recovery zone. For this purpose, an eligible financing of qualified expenditures includes a reimbursement of those expenditures under the reimbursement rules contained in § 1.150-2. By contrast, Recovery Zone Economic Development Bonds generally may not be issued to refinance expenditures in "refunding issues" (as defined in § 1.150-1). Further, for this purpose, Recovery Zone Economic Development Bonds may be used to reimburse otherwise-eligible expenditures under § 1.150-2 that were paid or incurred after the effective date of ARRA and that were financed originally with temporary short-term financing issued after the effective date of ARRA, and such reimbursement will not be treated as a refunding issue under §§ 1.150-1(d) or 1.150-2(g).

.04 CERTAIN OTHER APPLICABLE RULES

Section 6431(c) provides that for purposes of applying the arbitrage investment restrictions under § 148, the yield on a qualified bond (including, for this purpose, a Recovery Zone Economic Development Bond), shall be reduced by the refundable credit allowed under § 6431. Section 6431(d) provides that, for purposes of § 6431, "interest payment date" means each date on which interest is payable by the issuer under the terms of the bond. Section 54AA(d)(2)(A) provides that, for purposes of the restrictions against Federal guarantees of tax-exempt bonds under § 149(b), a Build America Bond (including, for this purpose, a Recovery Zone Economic Development

Bond) shall not be treated as federally guaranteed by reason of the refundable credit allowed under § 6431. Section 54AA(d)(2)(C) provides that a bond (including, for this purpose, a Recovery Zone Economic Development Bond) shall not be treated as a Build America Bond under § 54AA(d)(1) if the issue price has more than a *de minimis* amount (determined under rules similar to the rules of § 1273(a)(3)) of premium over the stated principal amount of the bond.

SECTION 4. RECOVERY ZONE FACILITY BONDS

.01 RECOVERY ZONE FACILITY BONDS TREATED AS EXEMPT FACILITY BONDS

Section 103(a) provides that, except as otherwise provided in § 103(b), interest on State or local bonds is excludable from gross income for Federal income tax purposes. Under § 103(b), interest on a State and local bond that is a "private activity bond" under § 141(a) generally is not excludable from gross income unless the bond meets the requirements for a qualified private activity bond under § 141(e). Section 141(e) provides that an "exempt facility bond" under § 142 is one type of qualified private activity bond that may be issued with interest thereon excludable from gross income under § 103(a). Section 1400U-3(a) provides that, for purposes of §§ 141 through 150, the term "exempt facility bond" includes any Recovery Zone Facility Bond. Section 1400U-3(b) defines the term "Recovery Zone Facility Bond" to mean any bond issued as part of an issue if: (A) 95 percent or more of the net proceeds (as defined in § 150(a)(3)) of such issue are to be used for recovery zone property; (B) such bond is issued before January 1, 2011; and (C) the issuer designates such bond for purposes of § 1400U-3.

.02 RECOVERY ZONE PROPERTY

Section 1400U-3(c)(1) defines the term “recovery zone property” to mean any property to which § 168 (relating to the accelerated cost recovery system) applies (or would apply but for § 179 (relating to electing to expense certain depreciable business assets)) if: (A) such property was constructed, reconstructed, renovated, or acquired by purchase (as defined in § 179(d)(2)) by the taxpayer after the date on which the designation of the recovery zone took effect; (B) the original use of which in the recovery zone commences with the taxpayer; and (C) substantially all of the use of which is in the recovery zone and is in the active conduct of a qualified business (as defined in § 1400U-3(c)(2)) by the taxpayer in the recovery zone. For purposes of § 1400U-3(c)(1), which provides that the term “recovery zone property” means, in part, any property to which § 168 applies (or would apply but for § 179), any property of a character generally subject to the allowance for depreciation under § 168 (or that would be generally subject to such allowance but for § 179) will be treated as “recovery zone property,” without regard to whether the particular property is owned by any State or local governmental entity that is not subject to Federal income taxation, provided that such property otherwise meets the requirements under § 1400U-3(c)(1).

.03 USE OF RECOVERY ZONE PROPERTY IN QUALIFIED BUSINESSES

Section 1400U-3(c)(1)(C) requires that substantially all of the use of recovery zone property involve the active conduct of a qualified business (as defined in § 1400U-3(c)(2)) by the taxpayer in the recovery zone. Section 1400U-3(c)(2) defines the term “qualified business” to mean any trade or business except that (A) the rental to others of real property located in a recovery zone shall be treated as a qualified business only if

the property is not residential rental property (as defined in § 168(e)(2)), and (B) such term shall not include any trade or business consisting of the operation of any facility described in § 144(c)(6)(B) (relating to the prohibition on the use of proceeds of a qualified redevelopment bond for any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises).

.04 OTHER APPLICABLE RULES

Section 1400U-3(c)(3) provides that rules similar to rules of § 1397D(a)(2) and (b) (relating to substantial renovations and sale-leasebacks) shall apply for purposes of § 1400U-3(c). Section 1400U-3(d) provides that § 146 (relating to the private activity bond volume cap) and § 147(d) (relating to limitations on acquisition of existing property) shall not apply to any Recovery Zone Facility Bond. Except as otherwise provided in this Notice or in future administrative or regulatory guidance, rules applicable to exempt facility bonds under § 142 apply to Recovery Zone Facility Bonds.

SECTION 5. INTERIM GUIDANCE AND RELIANCE

01. IN GENERAL

Pending the promulgation and effective date of future administrative or regulatory guidance, taxpayers may rely on the interim guidance provided in this Notice.

02. REASONABLY REQUIRED RESERVE OR REPLACEMENT FUND

Section 1400U-2(b)(1)(A) requires that 100 percent of the excess of (i) the available project proceeds (as defined in § 54A to mean sale proceeds of such issue less not more than 2 percent of such proceeds used to pay issuance costs, plus

investment proceeds thereon), over (ii) the amounts in a reasonable required reserve (within the meaning of § 150(a)(3)) for an issue of Recovery Zone Economic Development Bonds be used for qualified economic development purposes. Section 1400U-3(b)(1)(a) requires that 95 percent or more of the "net proceeds" (as defined in § 150(a)(3)) of an issue of Recovery Zone Facility Bonds be used for recovery zone property. Section 150(a)(3) defines the term "net proceeds" to mean, with respect to any issue, the proceeds of such issue reduced by amounts in a "reasonably required reserve or replacement fund." For these purposes, § 148(d) provides rules for a reasonably required reserve or replacement fund.

Section 148(d)(1) generally provides that a bond shall not be treated as an arbitrage bond solely by reason of the fact that an amount of the proceeds of the issue of which such bond is a part may be invested in higher yielding investments which are part of a reasonably required reserve or replacement fund. The amount of such proceeds shall not exceed 10 percent of the proceeds of such issue unless the issuer establishes to the satisfaction of the Secretary that a higher amount is necessary. Section 148(d)(2) provides that a bond issued as part of an issue shall be treated as an arbitrage bond if the amount of the proceeds from the sale of such issue which is part of any reserve or replacement fund exceeds 10 percent of the proceeds of the issue (or such higher amount which the issuer establishes is necessary to the satisfaction of the Secretary). Section 1.148-2(f) of the Income Tax Regulations provides additional rules regarding reasonably required reserve or replacement funds.

.03 INFORMATION REPORTING FOR RECOVERY ZONE BONDS

(i) Recovery Zone Economic Development Bonds. For information relating to information reporting and direct payments of refundable credits to issuers of Recovery Zone Economic Development Bonds, rules similar to those applicable for information reporting and payment of credit to issuers of qualified bonds under § 6431 shall apply. See Notice 2009-26, 2009-16 I.R.B. 833 (April 20, 2009).

(ii) Recovery Zone Facility Bonds. The information reporting requirement for tax-exempt bonds under § 149(e) applies to Recovery Zone Facility Bonds under § 1400U-3(a). Information reporting returns for Recovery Zone Facility Bonds are required to be submitted at the same time and in the same manner as those required under § 149(e) for exempt facility bonds on such forms as shall be prescribed by the IRS for such purpose. Pending further guidance from the IRS regarding the applicable forms to be used for such information reporting for Recovery Zone Facility Bonds, in the case of an issue of Recovery Zone Facility Bonds, the issuer must submit to the IRS an information return on Form 8038, *Information Return for Tax-Exempt Private Activity Bond Issues*, at the same time and in the same manner as required under § 149(e), with modifications as described below. Issuers of Recovery Zone Facility Bonds should complete Part II of Form 8038 by checking the box on Line 11q (Other), writing "Recovery Zone Facility Bonds" in the space provided for the bond description, and entering the issue price of the Recovery Zone Facility Bonds in the Issue Price column. For purposes of this notice, the term "issue" has the meaning used for tax-exempt bond purposes in § 1.150-1(c).

.04 ELIGIBLE ISSUERS IN GENERAL AND ALLOCATIONS OF VOLUME CAP TO ULTIMATE BENEFICIARIES

Eligible issuers of Recovery Zone Bonds include States, political subdivisions as defined for purposes of § 103, and entities empowered to issue bonds on behalf of any such entity under rules similar to those for determining whether a bond issued on behalf of a State or political subdivision constitutes an obligation of that State or political subdivision for purposes of § 103 and § 1.103-1(b) of the Income Tax Regulations. Further, eligible issuers include otherwise-eligible issuers in conduit financing issues (as defined in § 1.150-1(b)). An eligible issuer may issue Recovery Zone Bonds based on a volume cap allocation received by the eligible issuer itself or by a conduit borrower or other ultimate beneficiary of the issue of the bonds. In all events, the eligible costs for qualified economic development purposes or recovery zone property, as applicable, financed with the proceeds of an issue of Recovery Zone Bonds under §§ 1400U-2 or 1400U-3, respectively, must relate to any such purpose or property that is located within, or attributable to, both the jurisdiction of the issuer of the bonds and the jurisdiction of the entity authorized to allocate volume cap to an issue of bonds for the financing of such purpose or property.

Entities authorized to allocate volume cap to ultimate beneficiaries consist of States (with respect to allocations waived or deemed waived by any county or large municipality), counties, and large municipalities (as defined in § 1400U-1(a)(3)(B)) that receive volume cap allocations under § 1400U-1(a)(3)(A). Such States, counties, and large municipalities may use such volume cap themselves for eligible costs or may allocate such volume cap received to ultimate beneficiaries in any reasonable manner as they shall determine in good faith in their discretion for use for eligible costs for qualified economic development purposes or recovery zone property, as applicable. In

the event that a county or large municipality that receives an allocation of volume cap under § 1400U-1(a)(3)(A) of Recovery Zone Economic Development Bonds or Recovery Zone Facility Bonds does not possess substantial taxing, eminent domain, *and* police powers, any entity the jurisdiction of which includes such county or large municipality may issue bonds and designate such bonds as Recovery Zone Economic Development Bonds or Recovery Zone Facility Bonds, as applicable, on behalf of, and for the benefit of, such county or municipality, subject to the applicable volume cap limitations for those Recovery Zone Bonds allocated to such county or large municipality. In such case, the proceeds of an issue of Recovery Zone Economic Development Bonds or Recovery Zone Facility Bonds under §§ 1400U-2 or 1400U-3, respectively, must be allocated to eligible costs for qualified economic development purposes or recovery zone property, as applicable, that is located within, or attributable to, both the jurisdiction of the issuer of the bonds and the jurisdiction of the county or large municipality that received the volume cap allocation under § 1400U-1(a)(3)(A). Thus, for example, a county or large municipality that received a volume cap allocation under § 1400U-1(a)(3)(A) may issue bonds and designate them as Recovery Zone Economic Development Bonds or Recovery Zone Facility Bonds, as applicable, for use of that volume cap by an ultimate beneficiary (including such county or large municipality itself or another entity) or another eligible issuer may issue bonds and designate them as Recovery Zone Economic Development Bonds or Recovery Zone Facility Bonds, as applicable, for use of that volume cap by an ultimate beneficiary (including such county or municipality or another entity), based on an allocation by such county or large municipality of that volume cap to an ultimate beneficiary. In all events,

the proceeds of the issue must be used to finance eligible costs for qualified economic development purposes or recovery zone property, as applicable, that is located within, or attributable to, both the jurisdiction of the issuer of the bonds and the jurisdiction of the county or large municipality authorized to allocate volume cap to an ultimate beneficiary of the issue of Recovery Zone Bonds for the financing of those purposes or property.

05. WAIVERS OF VOLUME CAP ALLOCATIONS

Section 1400U-1(a)(3)(A) provides that a county or large municipality may waive any portion of a volume cap allocation received for Recovery Zone Bonds. Upon any such waiver, the State in which such county or large municipality is located shall be authorized to reallocate the waived volume cap in any reasonable manner as it shall determine in good faith in its discretion.

06. DESIGNATIONS OF RECOVERY ZONES

As further described in Section 2.01 of this Notice, § 1400U-1(b) requires, in part, that issuers "designate" eligible recovery zones based on certain specified criteria. For this purpose, any State, county, or large municipality that receives a volume cap allocation for Recovery Zone Bonds may make these designations of recovery zones in any reasonable manner as it shall determine in good faith in its discretion.

SECTION 6. ALLOCATIONS OF RECOVERY ZONE BOND VOLUME CAP

01. VOLUME CAP DESIGNATIONS IN GENERAL

Sections 1400U-2(b)(2) and 1400U-3(b)(2) provide generally that the maximum face amount of the applicable type of Recovery Zone Bonds designated for issuance by an issuer cannot exceed the amounts of volume cap for the applicable Recovery Zone

Bonds allocated to such issuer under § 1400U-1. For this purpose, these designations, including associated determinations of qualified economic development purposes, may be made by an issuer in any reasonable manner as it shall determine in good faith in its discretion, taking into account the special rules for eligible issuers under Section 5.04 of this Notice.

.02 VOLUME CAP ALLOCATIONS IN GENERAL

Section 1400U-1(a)(1)(A) provides that, subject to § 1400U-1(a)(1)(B) (relating to minimum allocations), generally, the Secretary shall allocate the $10 billion national volume cap for Recovery Zone Economic Development Bonds and the $15 billion national volume cap for Recovery Zone Facility Bonds among the States in the proportion that each State's 2008 State employment decline bears to the aggregate of the 2008 State employment declines for all of the States. Section 1400U-1(a)(1)(B) provides that the Secretary shall adjust the allocations under § 1400U-1(a)(1)(A) for any calendar year for each State to the extent necessary to ensure that no State receives less than 0.9 percent of the national volume cap for Recovery Zone Economic Development Bonds and 0.9 percent of the national volume cap for Recovery Zone Facility Bonds.

Section 1400U-1(a)(2) provides that for purposes of § 1400U-1(a), the term "2008 State employment decline" means, with respect to any State, the excess (if any) of (A) the number of individuals employed in such State determined for December 2007, over (B) the number of individuals employed in such State determined for December 2008. The volume cap allocations provided pursuant to this Notice are based on Local Area Unemployment Statistics ("LAUS") data for December 2007 and December 2008

released by the United States Bureau of Labor Statistics. See generally http://www.bls.gov/lau/home.htm.

Section 1400U-1(a)(3)(A) provides generally that each State with respect to which an allocation is made under 1400U-1(a)(1) is required, without discretion, to reallocate such allocation among the counties and large municipalities in such State in the proportion that each county's or municipality's 2008 employment decline bears to the aggregate of the 2008 employment declines for all the counties and municipalities in such State. For purposes of § 1400U-1(a)(3)(A), the term "large municipality" means a municipality with a population of more than 100,000. For purposes of determining the local employment decline under § 1400U-1(a)(3), the employment decline of any county or large municipality is determined in the same manner as the determination of the State employment decline under 1400U-1(a)(2), except that in the case of a municipality any portion of which is in a county, such portion is treated as part of such municipality and not as part of such county.

.03. STATE ALLOCATIONS OF RECOVERY ZONE BOND VOLUME CAP

Pursuant to § 1400U-1(a), the $10 billion national volume cap for Recovery Zone Economic Development Bonds and the $15 billion national volume cap for Recovery Zone Facility Bonds under §§ 1400U-2 and 1400U-3, respectively, are allocated among the States as follows:

State	**Recovery Zone Economic Development Bond Allocations (in dollars)**	**Recovery Zone Facility Bond Allocations (in dollars)**
Alabama	244,676,000	367,014,000
Alaska	90,000,000	135,000,000
Arizona	90,000,000	135,000,000
Arkansas	90,000,000	135,000,000

State	Recovery Zone Economic Development Bond Allocations (in dollars)	Recovery Zone Facility Bond Allocations (in dollars)
California	806,225,000	1,209,338,000
Colorado	99,018,000	148,527,000
Connecticut	90,000,000	135,000,000
Delaware	90,000,000	135,000,000
District of Columbia	90,000,000	135,000,000
Florida	538,485,000	807,727,000
Georgia	355,785,000	533,677,000
Hawaii	90,000,000	135,000,000
Idaho	90,000,000	135,000,000
Illinois	666,972,000	1,000,457,000
Indiana	313,081,000	469,621,000
Iowa	90,000,000	135,000,000
Kansas	90,000,000	135,000,000
Kentucky	97,120,000	145,681,000
Louisiana	90,000,000	135,000,000
Maine	90,000,000	135,000,000
Maryland	208,860,000	313,291,000
Massachusetts	222,676,000	334,013,000
Michigan	773,050,000	1,159,575,000
Minnesota	132,154,000	198,231,000
Mississippi	90,000,000	135,000,000
Missouri	229,143,000	343,715,000
Montana	90,000,000	135,000,000
Nebraska	90,000,000	135,000,000
Nevada	90,000,000	135,000,000
New Hampshire	90,000,000	135,000,000
New Jersey	251,104,000	376,655,000
New Mexico	90,000,000	135,000,000
New York	370,098,000	555,147,000
North Caroline	418,154,000	627,231,000
North Dakota	90,000,000	135,000,000
Ohio	422,637,000	633,955,000
Oklahoma	90,000,000	135,000,000
Oregon	103,450,000	155,175,000
Pennsylvania	154,008,000	231,012,000
Rhode Island	100,882,000	151,322,000
South Carolina	115,041,000	172,562,000
South Dakota	90,000,000	135,000,000
Tennessee	231,417,000	347,126,000
Texas	90,000,000	135,000,000
Utah	90,000,000	135,000,000
Vermont	90,000,000	135,000,000
Virginia	104,396,000	156,595,000
Washington	90,000,000	135,000,000
West Virginia	90,000,000	135,000,000
Wisconsin	158,811,000	238,217,000
Wyoming	90,000,000	135,000,000

State	Recovery Zone Economic Development Bond Allocations (in dollars)	Recovery Zone Facility Bond Allocations (in dollars)
American Samoa	90,000,000	135,000,000
Guam	90,000,000	135,000,000
Northern Marianas	90,000,000	135,000,000
Puerto Rico	92,757,000	139,136,000
US Virgin Islands	90,000,000	135,000,000
Total	10,000,000,000	15,000,000,000

.04. LOCAL SUBALLOCATIONS OF RECOVERY ZONE BOND VOLUME CAP AMONG COUNTIES AND LARGE MUNICIPALITIES

The Treasury Department and the IRS recognize that the required local suballocations of the national volume cap for Recovery Zone Bonds among counties and large municipalities impose administrative burdens for the States and involve mandatory local suballocations without State discretion. Accordingly, the Treasury Department and the IRS undertook to determine these required local suballocations. For purposes of these local suballocations among counties and large municipalities, certain county-equivalent entities (including independent cities that are not otherwise located within counties, parishes, boroughs, and similar entities) are treated as counties in the same manner that the Bureau of Labor Statistics treats such entities as county-equivalent entities in its employment data. This undertaking to provide local suballocations is intended to facilitate prompt availability of Recovery Zone Bonds as a source for State and local governmental borrowing at lower borrowing costs to promote job creation and economic recovery in areas particularly affected by employment declines.

Pursuant to § 1400U-1(a)(3), the State volume caps of the $10 billion national volume cap for Recovery Zone Economic Development Bonds and the $15 billion

national volume cap for Recovery Zone Facility Bonds under §§ 1400U-2 and 1400U-3, respectively, are reallocated locally among the counties and large municipalities within the States (except that no such local reallocations are being provided for the Possessions of the United States (see Section 6.05 of this Notice below)) in a document regarding the Recovery Zone Bond volume cap allocations being posted on the IRS's website at the following web address: http://www.irs.gov/taxexemptbond/index.html under the heading in the index entitled "IRS Releases Guidance on ARRA Bond Provisions," to be available on the same date that this Notice is released publicly. Stated differently, these local suballocations will be accessible by going to the IRS website at http://ww.irs.gov, then clicking on the heading "Tax-exempt Bond Community" in the top right corner, then clicking on the heading in the index entitled "IRS Releases Guidance on ARRA Bond Provisions," and then clicking on the subheading regarding the Recovery Zone Bond volume cap allocations, starting on the same date that this Notice is released publicly.

05. SPECIAL RULES FOR VOLUME CAP ALLOCATIONS RECEIVED BY THE POSSESSIONS

In recognition of the disparate local governmental organizational structures and disparate availability of employment data for the Possessions of the United States, the Possessions may allocate locally, reallocate locally, or use directly their respective State allocations of volume cap for Recovery Zone Bonds in any reasonable manner as they may determine in good faith in their discretion.

SECTION 7. EFFECTIVE DATE OF VOLUME CAP ALLOCATIONS

The allocations of national volume cap for Recovery Zone Bonds in Section 6 of this Notice are effective for bonds issued on or after February 17, 2009.

SECTION 8. DRAFTING INFORMATION

The principal authors of this notice are Zoran Stojanovic and Timothy L. Jones of the Office of Associate Chief Counsel (Financial Institutions and Products). For further information regarding this notice, contact Mr. Stojanovic or Mr. Jones on (202) 622-3980 (not a toll-free call).

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Area	Residual	Recovery Zone Economic Development Bond	Recovery Zone Facility Bond
Florida		538,485,000	807,727,000
Cape Coral city, FL		15,379,000	23,069,000
Clearwater city, FL		2,697,000	4,045,000
Coral Springs city, FL		5,913,000	8,869,000
Fort Lauderdale city, FL		8,045,000	12,068,000
Gainesville city, FL		0	0
Hialeah city, FL		4,134,000	6,201,000
Hollywood city, FL		6,155,000	9,232,000
Jacksonville city, FL		16,346,000	24,518,000
Miami city, FL		7,877,000	11,816,000
Miramar city, FL		4,627,000	6,940,000
Orlando city, FL		6,781,000	10,171,000
Palm Bay city, FL		4,590,000	6,884,000
Pembroke Pines city, FL		6,424,000	9,636,000
Pompano Beach city, FL		4,009,000	6,014,000
Port St. Lucie city, FL		9,107,000	13,661,000
St. Petersburg city, FL		6,227,000	9,340,000
Tallahassee city, FL		4,142,000	6,213,000
Tampa city, FL		8,045,000	12,068,000
Alachua County, FL	Residual	0	0
Baker County, FL		471,000	707,000
Bay County, FL		1,922,000	2,883,000
Bradford County, FL		0	0
Brevard County, FL	Residual	19,106,000	28,659,000
Broward County, FL	Residual	40,739,000	61,108,000
Calhoun County, FL		0	0
Charlotte County, FL		8,005,000	12,008,000
Citrus County, FL		0	0
Clay County, FL		3,719,000	5,579,000
Collier County, FL		14,184,000	21,276,000
Columbia County, FL		0	0
DeSoto County, FL		0	0
Dixie County, FL		0	0
Duval County, FL	Residual	1,038,000	1,557,000
Escambia County, FL		6,594,000	9,891,000
Flagler County, FL		1,669,000	2,504,000
Franklin County, FL		519,000	779,000
Gadsden County, FL		924,000	1,386,000
Gilchrist County, FL		0	0
Glades County, FL		0	0
Gulf County, FL		122,000	184,000
Hamilton County, FL		0	0
Hardee County, FL		0	0
Hendry County, FL		0	0
Hernando County, FL		3,032,000	4,548,000
Highlands County, FL		0	0
Hillsborough County, FL	Residual	21,742,000	32,613,000
Holmes County, FL		0	0
Indian River County, FL		9,954,000	14,931,000
Jackson County, FL		0	0
Jefferson County, FL		303,000	455,000
Lafayette County, FL		0	0
Lake County, FL		6,770,000	10,155,000
Lee County, FL	Residual	37,403,000	56,105,000
Leon County, FL	Residual	2,388,000	3,582,000
Levy County, FL		346,000	519,000
Liberty County, FL		0	0
Madison County, FL		213,000	319,000
Manatee County, FL		16,002,000	24,003,000
Marion County, FL		6,791,000	10,187,000
Martin County, FL		7,752,000	11,628,000
Miami-Dade County, FL	Residual	40,281,000	60,422,000

Area	Residual	Recovery Zone Economic Development Bond	Recovery Zone Facility Bond
Monroe County, FL		0	0
Nassau County, FL		1,398,000	2,096,000
Okaloosa County, FL		0	0
Okeechobee County, FL		0	0
Orange County, FL	Residual	23,677,000	35,516,000
Osceola County, FL		6,773,000	10,159,000
Palm Beach County, FL		35,993,000	53,988,000
Pasco County, FL		9,584,000	14,376,000
Pinellas County, FL	Residual	13,609,000	20,413,000
Polk County, FL		11,748,000	17,622,000
Putnam County, FL		0	0
St. Johns County, FL		3,676,000	5,515,000
St. Lucie County, FL	Residual	5,468,000	8,202,000
Santa Rosa County, FL		3,272,000	4,908,000
Sarasota County, FL		18,534,000	27,801,000
Seminole County, FL		12,243,000	18,365,000
Sumter County, FL		0	0
Suwannee County, FL		0	0
Taylor County, FL		173,000	260,000
Union County, FL		0	0
Volusia County, FL		19,168,000	28,751,000
Wakulla County, FL		682,000	1,022,000
Walton County, FL		0	0
Washington County, FL		0	0

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #10-01 - $517,571 - Public Safety - Public Safety Grants Fund - Homeland Security Program - Grant Agreement for USAR and HazMat Activity

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-01 through the Public Safety Grants Fund in the amount of $517,571.00 to allocate funding from the U.S.Department of Homeland Security's State Homeland Security Grant Program (SHSGP).

County-wide Lin Polk

BACKGROUND:

The Florida Department of Financial Services received Homeland Security grant funding to support Urban Search and Rescue (USAR) Task Forces throughout the state. The task forces support state and local emergency responders' efforts to locate victims and manage recovery operations in the event of a natural disaster. Additionally, the funding is to support WMD Hazardous Material (HazMat) Teams in their efforts to respond to events involving such materials.

As a member of the Central Florida USAR Team and a primary participant in regional emergency response, Seminole County has been allocated $517,571.00 in reimbursement funds for USAR and HazMat related training ($140,721.00) and equipment purchases ($376,850.00).

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-01 through the Public Safety Grant Fund in the amount of $517,571.00 to allocate funding from the U.S.Department of Homeland Security's State Homeland Security Grant Program (SHSGP).

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2009-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
R.P Switzer Analyst	9-21-09 Date
Budget Manager	Date
Director	Date
BAR 10-01 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Safety**
Fund(s): **Public Safety Grants (Federal)**

PURPOSE: Recognize receipt of and allocate funds from the U.S. ept. of o eland Security's State o eland Security rant Progra (S S P). The funds will be allocated for Urban Search and Rescue (USAR) and Hazardous Material (HazMat) related training and equipment purchases. This is a non-matching 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
11915.331230.055619		Homeland Security Grant -(new)	517,571
Total Sources			**$ 517,571**

Uses:

Account Number	Project #	Account Title	Amount
11915.055619.530540		Books Dues and Publications	140,721
11915.055619.530521		Operating Equipment	296,850
11915.055619.560642		Capital Equipment	80,000
Total Uses			**$ 517,571**

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 #10-03 - $29,000 - Leisure Services - Boating Improvement Fund - Waterway Signage Improvements

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Budget Amendment Request (BAR) #10-03 through the Boating Improvement Fund in the amount of $29,000.00 in order to repair and update County owned waterway signage on the St. John's River.

County-wide Lin Polk

BACKGROUND:
At the September 22, 2009 Board of County Commissioners meeting, the BCC authorized the use of Boating Improvement funds to repair and update County owned waterway signage on the St. John's River.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Budget Amendment Request (BAR) #10-03 through the Boating Improvement Fund in the amount of $29,000.00 in order to repair and update County owned waterway signage on the St. John's River.

ATTACHMENTS:

1. BAR #10-03
2. Agenda Item Approved on September 22, 2009

Additionally Reviewed By:
No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
B. Crawford Analyst	Date
Budget Manager	Date
Director	Date
10-03 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Leisure Services
Fund(s): Boating Improvement Fund

PURPOSE: Appropriate funding for the repair and update of County owned waterway signage on the St. John's River.

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
00104.999974.599998		Reserves	$29,000
Total Sources			**$ 29,000**

Uses:

Account Number	Project #	Account Title	Amount
00104.043804.530540		Improvements Other Than Bldg	$29,000
Total Uses			**$ 29,000**

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: Board authorization for use of Boater Improvement Funds to repair and update County owned waterway signage on the St. John's River

DEPARTMENT: Leisure Services **DIVISION:** Greenways and Natural Lands

AUTHORIZED BY: Joe Abel **CONTACT:** Bryan Nipe **EXT:** 2173

MOTION/RECOMMENDATION:
Board authorization for use of Boater Improvement Funds in the amount of $29,000.00 to repair and update County owned waterway signage on the St. John's River. Funds requested will be allocated to the FY 2009/10 budget.

County-wide Bryan Nipe

BACKGROUND:

Seminole County installed and is responsible for the maintenance of waterway signage per ordinance 190.133 in three locations on the St. John's River (ordinance with locations attached). Florida Fish and Wildlife Commission (FWC) is requesting this signage be brought up to a satisfactory level with regards to maintenance in order to remain in good standing with respective permits assigned to each marker. Five specific signs/pilings identified by FWC in these areas have been verified by staff with assistance from the Sheriff. A scope was compiled for replacement of signs and pilings in accordance with current Coast Guard guidelines. The successful bid was from a qualified Marine Contractor at $29,000.

STAFF RECOMMENDATION:
Staff recommends approval by the Board for use of Boater Improvement Funds in the amount of $29,000.00 to repair and update County owned waterway signage on the St. John's River. Funds requested will be allocated to the FY 2009/10 budget.

ATTACHMENTS:

1. Ordinance
2. Non-compliance Permitted Locations
3. Notify Letter

Additionally Reviewed By:

- ☑ Budget Review (Ben Crawford, Lisa Spriggs)
- ☑ Grant Review (Jennifer Bero, Lisa Spriggs)
- ☑ Revenue Review (Cecilia Monti, Lisa Spriggs)

Sec. 190.117. Powers of Board of County Commissioners.
The Board of County Commissioners of Seminole County is authorized and empowered to and may:
(1) Prescribe speed limits of such boats in any areas within said County;
(2) Prescribe areas wherein such boats may not operate;
(3) Prescribe areas to be used exclusively for swimming or other public purposes;
(4) Require all watercraft propelled by gasoline or other internal combustion engines to be equipped with mufflers, underwater exhausts, or other suitable devices to deaden sound;
(5) Prescribe any other reasonable rules or regulations for the operation of motorboats as may be necessary and proper for the safety and welfare of the public generally; provided, however, that each and every such rule or regulation shall be valid only if it shall set forth therein with reasonable accuracy the specifically defined area or areas to be affected by each such regulation.
(Ch. 65-2266, Laws, § 7, 6-1-65)

Sec. 190.131. Legislative findings.
The Board of County Commissioners of Seminole County finds that:
(a) Section 327.60, Florida Statutes, relates to local regulations pertaining to vessels and limitations on local governments as to the regulation of vessels; and
(b) Section 327.60, Florida Statutes, provides, in pertinent part, that nothing in the State Statutes providing for the regulation of vessels "shall be construed to prevent the adoption of any ordinance or local law relating to operation and equipment of vessels, except that no such ordinance or local law may apply to the Florida Intracoastal Waterway and except that such ordinances or local laws shall be operative only when they are not in conflict with this chapter (Chapter 327, Florida Statutes) or any amendments thereto or regulations thereunder"; and
(c) The statutory definition set forth at Section 327.02(10), Florida Statutes, provides that the Florida Intercostal Waterway includes "the St. Johns River, Jacksonville to Sanford"; and
(d) Section 327.22, Florida Statutes, provides additional authority for the local regulation of vessels; and
(e) Chapter 65-2266, Laws of Florida (1965), provides that the Board of has the authority and power to prescribe speed limits for vessels in any area within the County, prescribe areas within the County where vessels may not operate, and otherwise regulate the use of vessels in the County; and
(e) There are certain areas within the County that are of interest to the Volusia County Council in order that coordination of speed limits on waters acting as boundaries between the counties can occur; and
(f) The Florida Department of Environmental Protection previously adopted Rule 62-24.018, Florida Administrative Code, relating to the operation of vessels in certain areas of Seminole County such as Lake Monroe, Lake Jessup, Lemon Bluff and the Osteen Bridge, but the enactment of this Article will provide for local control and regulation of these areas; and
(g) The provisions of this Article do not conflict in any way with the rules adopted by the Florida Department of Environmental Protection; and
(h) The areas set forth in this Article warrant increased controls with regard to the speed of vessels utilizing the areas and that the areas of protection within Seminole County which have been established as boating restricted areas should be enforceable as an ordinance violation; and

(i) The Economic Impact Statement required by the Seminole County Home Rule Charter has been prepared and has been made available for public review and copying prior to the enactment of this Article.
(Ord. No. 97-19, § 1, 5-27-97)

Sec. 190.133. Boating safety/idle speed/no wake zones.
(a) The following boating safety/idle speed/no wake zones are established:
(1) An idle speed/no wake zone is hereby established at the Cameron Wight Park Bridge (east of Sanford, Florida) in the area generally described as:
All that part of the Saint Johns River under the said Bridge and north of the Bridge to the location of the utility line guy wire on the east bank of the Cut and 100 feet south of the Bridge to the east and west banks of the Cut,
as depicted in Sketch "A".
(2) An idle speed/no wake zone is hereby established in the area of JJ's Fish Camp (east of Sanford, Florida) in the area generally described as:
All that part of the Saint Johns River and the Cove at JJ's Fish Camp from 100 feet West of the entrance to JJ's Fish Camp to 2,000 feet Easterly along the River,
as depicted in Sketch "A".
(3) An idle speed/no wake zone is hereby established at the C.S. Lee Park Bridge (east of Sanford, Florida) in the area generally described as:
All that part of the Saint Johns River under the said Bridge and from the Bridge northward to Lindsey's Fish Camp and 150 feet north of Lindsey's Fish Camp and 50 feet south of the Bridge all being in the main channel of the Seminole County Side of the main channel,
as depicted in Sketch "B".
(4) A 25-mile per hour speed limit is hereby established in the Lemon Bluff and more generally described as:
All that part of the Saint Johns River from the Southern terminus of Lemon Bluff Road to 3,800 feet Southerly along the River,
as depicted in Sketch "C".
(5) The sketches attached hereto and depicting the areas referred to in subsections (1) through (4) are hereby incorporated into this Article.
(b) This Article is not intended to impart or modify the boating safety/idle speed/no wake zones established in Rule 62N-24.018-(12), Florida Administrative Code, with regard to the Osteen Bridge/State Road 415 area, or the Lemon Bluff area.
(Ord. No. 97-19, § 3, 5-27-97)

7/14/2008

Florida Fish & Wildlife Conservation Commission

Florida Uniform Waterway Marker Project Data Verification

Office of Boating Safety & Waterway Management

FWCC File No.: 91-017 **Project Name:** 91-017 SEMINOLE COUNTY **Date Submitted:** 3/1/1991

Waterway(s): LAKE BRANTLEY
LAKE RENA
SUSIE CHANNEL

Status: APPROVED

Intercoastal Waterway: N

Class: BOATING SAFETY

Markers Verified: No

Applicant: SEMINOLE COUNTY

Contact:

ROBIN BUTLER
JOE ABEL
SEMINOLE COUNTY
140 BUSH LOOP
SANFORD, FL 32773-
Phone: (407)665-5641 Ext:
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Deleted: LONNIE GROOT
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Phone: (407)321-1130 Ext: 7254
Fax:
Suncom:

Person Responsible For Maintenance:

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ASST. CO. ATTORNEY
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Phone: (407)321-1130 Ext: 7254
Fax:
Suncom:

County(s): SEMINOLE

Local Governmental Action Establishing Boating Restricted Area: Ordinance #: 72-8 Date: Rule #: Date:

Other Agency Permits/Approval:

Florida Fish & Wildlife Conservation Commission: N

United States Coast Guard (USCG): Y

Army Corps of Engineers (USCOE): Y

Fl Dept of Environmental Protection (DEP): N

No Markers for Permit Number: 91-017

Map This Project

7/14/2008

Florida Fish & Wildlife Conservation Commission

Florida Uniform Waterway Marker Project Data Verification

Office of Boating Safety & Waterway Management

FWCC File No.: 93-036 **Project Name:** 93-036 SEMINOLE COUNTY **Date Submitted:** 6/1/1993
Waterway(s): ST JOHNS RIVER **Status:** APPROVED
Intercoastal Waterway: Y
Class: BOATING SAFETY **Markers Verified:** No
Applicant: SEMINOLE COUNTY
Contact:

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Person Responsible For Maintenance:

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County(s): SEMINOLE
Local Governmental Action Establishing Boating Restricted Area: Ordinance #: Date: Rule #: 62N-24018
Other Agency Permits/Approval:
Florida Fish & Wildlife Conservation Commission: N
United States Coast Guard (USCG): Y
Army Corps of Engineers (USCOE): Y
Fl Dept of Environmental Protection (DEP): N

Markers

Seq.	Latitude	Longitude	Site	Location	Mount Code	Direction	Symbol	Waterway
1				Shore				ST JOHNS RIVER

Sign Verbiage: UNKNOWN

Map This Project

7/14/2008

Florida Fish & Wildlife Conservation Commission

Florida Uniform Waterway Marker Project Data Verification

Office of Boating Safety & Waterway Management

FWCC File No.: 93-046 **Project Name:** 93-046 SEMINOLE COUNTY **Date Submitted:** 6/1/1993
Waterway(s): INDIAN MOUND SLOUGH **Status:** APPROVED
Intercoastal Waterway: N
Class: BOATING SAFETY **Markers Verified:** No
Applicant: SEMINOLE COUNTY
Contact:

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Person Responsible For Maintenance:

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Suncom:

County(s): SEMINOLE
Local Governmental Action Establishing Boating Restricted Area: Ordinance #: Date: Rule #: 93-8 Date:
Other Agency Permits/Approval:
Florida Fish & Wildlife Conservation Commission: N
United States Coast Guard (USCG): Y
Army Corps of Engineers (USCOE): N
Fl Dept of Environmental Protection (DEP): N

Markers

Seq.	Latitude	Longitude	Site	Location	Mount Code	Direction	Symbol	Waterway
1	28.804167	-81.220833	RIVER/CREEK	Water	SINGLE PILE	Southeast		INDIAN MOUND SLOUGH
Sign Verbiage: RESUME NORMAL SAFE OPERATION								
2	28.804167	-81.220833	RIVER/CREEK	Water	SINGLE PILE	Northwest		INDIAN MOUND SLOUGH
Sign Verbiage: IDLE SPEED NO WAKE								
3	28.8	-81.216667	RIVER/CREEK	Water	SINGLE PILE	Southeast		INDIAN MOUND SLOUGH
Sign Verbiage: IDLE SPEED NO WAKE								
4	28.8	-81.216667	RIVER/CREEK	Water	SINGLE PILE	Northwest		INDIAN MOUND SLOUGH
Sign Verbiage: RESUME NORMAL SAFE OPERATION								

Map This Project

7/14/2008

Florida Fish & Wildlife Conservation Commission

Florida Uniform Waterway Marker Project Data Verification

Office of Boating Safety & Waterway Management

FWCC File No.: 97-056 **Project Name:** 97-056 SEMINOLE CO. C WRIGHT PK/JJ'S **Date Submitted:** 8/1/1997
Waterway(s): ST JOHNS RIVER **Status:** APPROVED
Intercoastal Waterway: N
Class: BOATING SAFETY **Markers Verified:** No
Applicant: SEMINOLE COUNTY
Contact:

ROBIN BUTLER
JOE ABEL
SEMINOLE COUNTY
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Person Responsible For Maintenance:

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County(s): SEMINOLE
Local Governmental Action Establishing Boating Restricted Area: Ordinance #: 97-19 Date: Rule #: Date
Other Agency Permits/Approval:
Florida Fish & Wildlife Conservation Commission: N
United States Coast Guard (USCG): N
Army Corps of Engineers (USCOE): N
Fl Dept of Environmental Protection (DEP): N

Markers

Seq.	Latitude	Longitude	Site	Location	Mount Code	Direction	Symbol	Waterway
1	28.786667	-81.180556	LAKE/POND	Water	SINGLE PILE	South		ST JOHNS RIVER
Sign Verbiage: RESUME NORMAL SAFE OPERATION								
2	28.786667	-81.180556	LAKE/POND	Water	SINGLE PILE	North		ST JOHNS RIVER
Sign Verbiage: IDLE SPEED NO WAKE								

Map This Project

7/14/2008

Florida Fish & Wildlife Conservation Commission

Florida Uniform Waterway Marker Project Data Verification

Office of Boating Safety & Waterway Management

FWCC File No.: 97-057 **Project Name:** 97-057 SEMINOLE CO. CS LEE PK/LINSEY **Date Submitted:** 8/1/1997
Waterway(s): ST JOHNS RIVER **Status:** APPROVED
Intercoastal Waterway: N
Class: BOATING SAFETY **Markers Verified:** No
Applicant: SEMINOLE COUNTY
Contact:

ROBIN BUTLER
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Person Responsible For Maintenance:

ROBIN BUTLER
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Deleted: GLEASON
Deleted: SENIOR COOR.
Deleted: 7254
Deleted: 324-0780
Deleted: Suncom:

County(s): SEMINOLE
Local Governmental Action Establishing Boating Restricted Area: Ordinance #: 97-19 Date: Rule #: Date:
Other Agency Permits/Approval:
Florida Fish & Wildlife Conservation Commission: N
United States Coast Guard (USCG): N
Army Corps of Engineers (USCOE): N
Fl Dept of Environmental Protection (DEP): N

Markers

Seq.	Latitude	Longitude	Site	Location	Mount Code	Direction	Symbol	Waterway
1	28.716111	-81.045556	RIVER/CREEK	Water	SINGLE PILE	South		ST JOHNS RIVER
Sign Verbiage: IDLE SPEED NO WAKE								
2	28.716111	-81.045556	RIVER/CREEK	Water	SINGLE PILE	North		ST JOHNS RIVER
Sign Verbiage: RESUME NORMAL SAFE OPERATION								
3	28.713889	-81.036944	RIVER/CREEK	Water	SINGLE PILE	South		ST JOHNS RIVER
Sign Verbiage: IDLE SPEED NO WAKE								
4	28.713889	-81.036944	RIVER/CREEK	Water	SINGLE PILE	North		ST JOHNS RIVER
Sign Verbiage: RESUME NORMAL SAFE OPERATION								

Map This Project

Florida Fish and Wildlife Conservation Commission

Commissioners
Rodney Barreto
Chair
Miami
Kathy Barco
Vice-Chair
Jacksonville
Ronald M. Bergeron
Fort Lauderdale
Richard A. Corbett
Tampa
Dwight Stephenson
Delray Beach
Kenneth W. Wright
Winter Park
Brian S. Yablonski
Tallahassee

Executive Staff
Kenneth D. Haddad
Executive Director
Nick Wiley
Assistant Executive Director
Karen Ventimiglia
Deputy Chief of Staff

Division of Law Enforcement
Colonel Julie Jones
Director
(850) 488-6251
(850) 921-6453 FAX

Managing fish and wildlife resources for their long term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676
Hearing/speech impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)
MyFWC.com

February 10, 2009

Mr. or Ms. Robin Butler
Seminole County
140 Bush Loop
Sanford, FL 32773

SUBJECT: Florida Uniform Waterway Marker Permit No. 91-017, 93-036, 93-046, 97-056, and 97-057 issued to Seminole County

Mr. or Ms. Butler:

Previously, the Florida Marine Patrol within the Florida Department of Environmental Protection issued Permit No. 91-017, 93-036, 93-046, 97-056, and 97-057 for the installation of waterway markers in Lake Brantley, Lake Rena, and Susie Channel.

Subsequently, this permitting function was transferred to the Florida Fish & Wildlife Conservation Commission (FWC) Boating & Waterways Section. In accordance with the conditions of your permit and Florida Administrative Code 68D-23.110, you are required to properly maintain your markers and to conduct periodic inspections to determine the condition of your markers.

The inspection and documentation requirements are as follows:

68D-23.110 Inspections and Certification.

(1) Each person holding a permit to place and maintain one or more markers must inspect all markers for which the permit was issued triennially.

(2) The required inspection must be documented in writing and must include the following:

(a) The name of the permit holder and permit number of the markers being inspected;

(b) The name of the person or persons currently responsible for the placement and maintenance of the markers; and

(c) A photograph of each marker taken in close enough proximity to legibly show all symbols, borders, and letters and numbers, including the text of any message, the permit number, and the ordinance number, code section number, statute number, regulation or rule number, (etc.). For marker installations with two or more signs, a sufficient number of photographs must be taken to legibly show the information on each sign. Digital photography is acceptable for this purpose. Photographs must be labeled with the location of the marker depicted and the date the photograph was taken.

(d) A statement certifying that the markers placed pursuant to the permit have been inspected during the ninety days preceding the statement and that:

1. The markers are properly maintained and in serviceable condition;

2. The markers conform to the requirements of this chapter;

3. The markers are still properly on station; and

4. The date or dates on which the markers were inspected.

(3) The permit holder must maintain the inspection documentation until it is replaced by a subsequent inspection and documentation. Failure to inspect a marker and to maintain documentation of the results of the inspection during the specified time period is grounds for rescinding the permit authorizing placement of the marker and for removing or ordering the removal of the marker.

As part of a statewide compliance audit, please submit a copy of your current inspection documentation within 30 days to:

Ms. Tara Alford, Management Analyst
Boating and Waterways Section
Florida Fish & Wildlife Conservation Commission
Division of Law Enforcement
620 South Meridian Street
Tallahassee, Florida 32399-1600

IMPORTANT NOTE: If any of your markers currently present a potential hazard to navigation (e.g. piling broken off near the waterline), it is important that it be removed/repaired immediately. Please be aware that you may be liable for any damages or injuries that result from your waterway markers. If your markers have previously been removed or destroyed, please provide written verification that the markers were completely removed and that no hazard remains.

If you have any questions or would like additional information about this matter, please contact Ms. Tara Alford at 850-410-0656 ext. 17169 or by e-mail at tara.alford@myfwc.com. Alternatively, you may contact Rick Harter at 850-580-7956 or by e-mail at rjharter@pbsj.com for more information.

Sincerely,

Tara Alford

Ms. Tara Alford, Management Analyst
Boating & Waterways Section
Division of Law Enforcement

TA/rh
Enclosure
cc: USCG
FWC Field Office
Seminole County Sheriff's Marine Unit

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #10-05 - $342,441 - Environmental Services - Water & Sewer Grant Fund - Water Supply Restoration Program Grant Contract

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Betty Newton **EXT:** 7166

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Budget Amendment Request #10-05 through the Water & Sewer Grant Fund in the amount $342,441.00 to appropriate funding for the Water Supply Restoration Grant.

County-wide Lin Polk

BACKGROUND:

Seminole County submitted a request to Florida Department of Environmental Protection (FDEP) for financial assistance to provide potable water service to residential lots located north of Lake Hayes Road and east of SR 434, and unincorporated area currently being serviced by private wells. FDEP agreed to provide $342,441 toward the total $645,536 project costs. Seminole County is responsible for the additional $303,095 necessary for the completion of this project.

Funding for the Seminole County portion of this project has already been appropriated in the Fiscal Year 2009/10 budget in the Oversizing and Extension Project #0021701, which is annually funded.

The corresponding grant contract approval is presented on this agenda.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-05 through the Water & Sewer Grant Fund in the amount of $342,441.00 to appropriate funding for this project.

ATTACHMENTS:

1. BAR 10-05 ES Water Supply Restoration Program Grant

Additionally Reviewed By:
No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Betty Newton Analyst	9/24/09 Date
Budget Manager	Date
Director	Date
10-05 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Environmental Services**
Fund(s): Water & Sewer Grant Fund

PURPOSE: Appropriate funding for the Water Supply Restoration Program 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
40110.334310.087110	0021701	State Grant	342,441
Total Sources			**$ 342,441**

Uses:

Account Number	Project #	Account Title	Amount
40110.087110.560650	0021701	Construction in Progress	342,441
Total Uses			**$ 342,441**

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 #10-07 - $1,100 - Leisure Services - BOCC Agency Fund - Re-establish Donated Accreditation Funding

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-07 through the BOCC Agency Fund in the amount of $1,100.00 in order to appropriate for National Agency Accreditation for the Leisure Services Department.

County-wide Lin Polk

BACKGROUND:

At the July 28, 2009 BOCC Meeting the Board approved the appropriation of $4,200 in donation funds from community partners for the National Agency Accreditation for the Leisure Services Department.

During Fiscal Year 2008/09 Leisure Services expended approximately $3,100 toward the Agency Accreditation. There are approximately $1,100 more of additional expenditures to complete the accreditation.

The Leisure Services Department has been engaged in an accreditation process for Parks and Recreation Agencies over the last year. It is an operational best practices assessment, validating that the services provided to the community are considered approved professional practices for parks and recreation.

Community businesses are partnering with Leisure Services to support the view of “building a better community” by donating funds for specific programs. Donations have been made to facilitate the final segment of the Parks and Recreation accreditation process (detailed in the attached document) . Participating community businesses will be partnering with Leisure Services in the future for other activities/services in Seminole County.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-07 through the BOCC Agency Fund in the amount of $1,100.00 in order to appropriate for National Agency Accreditation for the Leisure Services Department.

ATTACHMENTS:

1. BAR #10-07
2. Approval Documentation

Additionally Reviewed By:
No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
B. Crawford	
Analyst	Date
Budget Manager	Date
Director	Date
10-07	
BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Leisure Services
Fund(s): BOCC Agency Fund

PURPOSE: Appropriate funding for the National Agency Accreditation of the Leisure Services Department.

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
60301.399999		Beginning Fund Balance	$1,100
Total Sources			**$ 1,100**

Uses:

Account Number	Project #	Account Title	Amount
60301.043809.530540	90000105W	Travel and Per Diem	$1,100
Total Uses			**$ 1,100**

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 #09-89 - $4,200 - Leisure Services - BOCC Agency Fund

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-89 through the BOCC Agency Fund in the amount of $4,200.00 in order to recognize donations and appropriations for National Agency Accreditation for the Leisure Services Department.

County-wide Lin Polk

BACKGROUND:

The Leisure Services Department has been engaged in an accreditation process for Parks and Recreation Agencies over the last year. It is an operational best practices assessment, validating that the services provided to the community are considered approved professional practices for parks and recreation.

Community businesses are partnering with Leisure Services to support the view of "building a better community" by donating funds for specific programs. Donations have been made to facilitate the final segment of the Parks and Recreation accreditation process (detailed in the attached document) . Participating community businesses will be partnering with Leisure Services in the future for other activities/services in Seminole County.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-89 through the BOCC Agency Fund in the amount of $4,200.00 in order to recognize donations and appropriations for National Agency Accreditation for the Leisure Services Department.

ATTACHMENTS:

1. BAR 08-89
2. Introdication to National Agency Accreditation

Additionally Reviewed By:
No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
B. Crawford Analyst	Date
Budget Manager	Date
Director	Date
09-89 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Leisure Services
Fund(s): BOCC Agency Fund

PURPOSE: Receive donations and appropriate funding for the National Agency Accreditation of the Leisure Services Department.

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
60301.366100	90000105W	Contributions & Donations	$4,200
Total Sources			**$ 4,200**

Uses:

Account Number	Project #	Account Title	Amount
60301.043809.530540	90000105W	Books, Due Pulications	$4,200
Total Uses			**$ 4,200**

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: _____

National Agency Accreditation

Seminole County Leisure Services

Introduction to Agency Accreditation

Over 200 million people use local park and recreation services annually to enhance their physical and social well-being. They seek the highest quality recreation experiences. Agency self-assessment and peer review is an excellent process for evaluating the quality of the system, which delivers these services.

Who Administers Accreditation?

The Accreditation Program for Park and Recreation Agencies is administered by the Commission for Accreditation of Park and Recreation Agencies, an independent body which is sanctioned by the National Recreation and Park Association (NRPA) and the American Academy for Park and Recreation Administration (AAPRA).

Historical Background

In 1989, the National Committee on Accreditation for Public Park and Recreation Agencies was formed by the AAPRA and the NRPA, with support from Michigan State University and the National Recreation Foundation, to develop a pilot program. It developed the standards and procedures, conducted the pilot program including training the visitors, and recommended the final version of the standards and procedures. A forerunner of the standards was a document, Standards and Evaluative Criteria, published in 1965 and revised in 1972 after field-testing. The Commission replaced the Committee, formally adopted the accreditation program, its standards and procedures, and is now fully responsible for the administration of the program.

Benefits of Agency Accreditation

What are the benefits of becoming an accredited agency?

Benefits for the public:

- Assurance and validation of well-administered services in accord with approved professional practices.
- Potential for external financial support and savings to the public.
- External recognition of a quality governmental service.
- Holds an agency accountable to the public and ensures responsiveness to meet their needs.
- Improves customer and quality services.

Benefits for the agency:

- Public and political recognition.
- Increased efficiency and evidence of accountability.
- Answers the question, "How are we doing?" through extensive self evaluation.
- Identifies areas for improvement by comparing an agency against national standards of best practices.
- Enhances staff teamwork and pride by engaging all staff in the process.
- Creates an environment for regular reviews of operations, policies, and procedures and promotes continual improvement.
- Forces written documentation of policies and procedures.

Steps to Accreditation

Getting Ready

Become knowledgeable about the accreditation process.

Preliminary Application

When the agency is ready, submit the preliminary application and $100 fee to the Commission. This will indicate intent to go forward with the accreditation process. Included with the cost of the preliminary application fee are the two publications for accreditation and complimentary registration at the agency accreditation training held annually at Congress.

Formal Accreditation Application & Self-Assessment

The agency undertakes a self-assessment study. This is the key phase because it engages the entire agency -- employees, volunteers, citizen boards and committees -- in assessing the agency's effectiveness and efficiency. The agency has 24 months from the date of the preliminary application to submit their completed self-assessment workbook. At the time of self-assessment submission, the agency is responsible for the formal application fee based on a sliding fee scale (shown below).

Annual Operating Budget	Fee
Under $500,000	$150
$500,000-$1 million	$250
$1 million-$2.5 million	$500
$2.5 million-$5 million	$1,000
$5 million-$10 million	***$1,500***
$10 million-$15 million	$2,000
$15 million-$25 million	$2,500
Over $25 million	$3,000

Visitation/On Site Evaluation

A peer review is performed by a Commission-approved visitation team to validate the degree to which the agency meets each applicable standard. The team prepares a report, to which the agency may respond. The agency is responsible for paying travel and related expenses for the team members.

Accreditation

Based upon the total review process, the Commission, at either Congress or Midyear, (1) accredits, (2) accredits with conditions, (3) defers decision, or (4) does not accredit.
Once accreditation is granted, an agency must repeat a similar process every five years in order to maintain its accreditation.

CAPRA Standards Overview

The Ten Major Categories of Agency Accreditation:

Category	What is Covered by This Category
Agency Authority, Role	Mission statements, goals and objectives, policy development, and Responsibility cooperative relationships
Planning	Community and strategic planning, community involvement, comprehensive planning, master plan for facilities, resource management plan, natural/cultural resources, environmental impact
Organization and Administration	Organization structure, administrative manual, public information/ marketing, management information system communications
Human Resources	Staffing, job analyses, personnel manual, training, code of conduct/ethics, volunteers
Finance	Policies, management, auditing/accounting, budgeting
Program and Services	Program/service determinants, nature and objectives of services, Management outreach, scope of program opportunities, program content, types of participation
Facility & Land Use	Land acquisition/development, operation management, facility/ Management fleet management, natural resources management
Safety & Security	Law enforcement authority, law enforcement training, security plan
Risk Management	Risk management plan, risk manager, risk analysis, operational procedures
Evaluation and Research	Evaluation plan, research, evaluation of personnel, training

CAPRA Standards Detailed

✓Standards marked are fundamental standards for quality operations and are required of all Agencies seeking accreditation.

1.0 AGENCY AUTHORITY, ROLE AND RESPONSIBILITY
- 1.1 Legal Authority and Jurisdiction
  - ✓1.1.1 Source of Authority
    - 1.1.1.1 Public authority/policy body
    - 1.1.1.2 Citizen advisory boards/committees
  - 1.1.2 Jurisdiction
- ✓ 1.2 Mission
- 1.3 Goals and Objectives
  - ✓ 1.3.1 Statement of Goals and Objectives
  - 1.3.2 Personnel Input
  - 1.3.3 Annual Evaluation
- 1.4 Policy Formulation and Review
  - ✓ 1.4.1 Process for Formulating Policy
  - 1.4.2 Policy Manual
- ✓1.5 Relationships
  - 1.5.1 Administrative-legislative Functions
  - 1.5.2 Operational Coordination and Cooperation (Agreements)
  - 1.5.3 Interagency Relationships with Counterpart Agencies (Liaisons)
  - 1.5.4 Relationship with Complementary Agencies
    - 1.5.4.1 Public and social service agencies
    - 1.5.4.2 Local government agencies

2.0 PLANNING
- 2.1 Trends Analysis
- ✓ 2.2 Community Planning
  - 2.2.1 Personnel Part of Community Planning Team
  - 2.2.2 Involvement in Community Planning Groups
  - 2.2.3 Community Planning Agencies
- 2.3 Strategic Planning
- ✓ 2.4 Comprehensive Planning
  - 2.4.1 Recreation Programming Plan
    - 2.4.1.1 Community Study
    - 2.4.1.2 Community Inventory
    - 2.4.1.3 Needs Index
    - 2.4.1.4 Types of programs
  - 2.4.2 Resource Management and Land Use Planning
    - 2.4.2.1 Feasibility studies
    - 2.4.2.2 Master site plan
    - 2.4.2.3 Resource management plan
    - 2.4.2.4 Competent planning personnel
    - 2.4.2.5 Citizen involvement
    - 2.4.2.6 Phased development

3.0 ORGANIZATION AND ADMINISTRATION

- 3.1 Organization
  - ✓ 3.1.1 Staff Organization
  - 3.1.2 Delineation of Responsibility
  - ✓ 3.1.3 Administrative Manual
- 3.2 Administrative Facilities
  - 3.2.1 Administrative Offices
  - 3.2.2 Support Services
- ✓ 3.3 Public Information, Community Relations, and Marketing
  - 3.3.1 Public Information
  - 3.3.2 Community Relations
  - 3.3.3 Coordinator
  - 3.3.4 Marketing
    - 3.3.4.1 Marketing component functions, plan
    - 3.3.4.2 Marketing research
    - 3.3.4.3 Position responsibility
    - 3.3.4.4 Quality assurance
  - 3.3.5 Periodic Report and Evaluation
- 3.4 Management Information Systems, including Records Management
  - ✓ 3.4.1 Management Information Systems
  - 3.4.2 Records Management
    - 3.4.2.1 Central records component
    - 3.4.2.2 Handling of funds
    - 3.4.2.3 Accident reports
  - 3.4.3 Program Service Statistics
- ✓ 3.5 Communications
- 3.6 Planning and Research
  - 3.6.1 Function within Agency
  - 3.6.2 Personnel
  - 3.6.3 Analysis of Operations

4.0 HUMAN RESOURCES

- 4.1 Employees
  - ✓ 4.1.1 Chief Administrator
  - 4.1.2 Staffing
    - ✓ 4.1.2.1 Competent staff
    - 4.1.2.2 Supervision
    - ✓ 4.1.2.3 Job analyses
  - 4.1.3 Recruitment and Selection
    - 4.1.3.1 Recruitment process
    - 4.1.3.2 Equal employment opportunity
    - 4.1.3.3 Selection process
    - 4.1.3.4 Background investigation
  - 4.1.4 Management Policies and Procedures
    - ✓ 4.1.4.1 Personnel manual
    - 4.1.4.2 Professional considerations
      - ✓ 4.1.4.2.1 Code of conduct (ethics)
      - 4.1.4.2.2 Professional organizations
    - 4.1.4.3 Compensation, benefits, conditions of work

4.1.4.3.1 Compensation (salaries and wages)
4.1.4.3.2 Employee benefits
4.1.4.3.3 Conditions of work
4.1.4.3.3.1 Physical examination
4.1.4.3.3.2 Health and physical fitness
4.1.4.4 Training, career development
4.1.4.4.1 Orientation program
✓ 4.1.4.4.2 On-the-job training
4.1.4.4.3 Career development
4.1.4.5 Performance evaluation
4.1.4.6 Promotion
4.1.4.7 Disciplinary action, appeals and grievances
4.1.4.7.1 Disciplinary action
4.1.4.7.2 Appeals and grievances
4.1.4.8 Termination of Employment
4.2 Volunteers
4.2.1 Utilization
4.2.2 Recruitment, Selection, Orientation, and Retention
4.2.3 Supervision and Evaluation
4.2.4 Recognition
4.2.5 Liability
4.3 Consultants and Contract Employees

5.0 FINANCE (FISCAL POLICY AND MANAGEMENT)
✓ 5.1 Fiscal Policy
5.1.1 Fees and Charges
5.1.2 Acceptance of Gifts
5.1.3 Financial Assistance (government cost-sharing)
✓ 5.2 Fiscal Management
5.2.1 Personnel
5.2.2 Financial Resources (external)
5.2.3 Purchasing Procedures
5.2.3.1 Requisition procedure
5.2.3.2 Emergency purchase or rental/lease procedures
✓ 5.3 Auditing/Accountability
5.3.1 Monthly Status Reports
5.3.2 Control Personnel and Budget Authorization
5.3.3 Procedures Relating to Cash
5.3.4 Monitoring Fiscal Activity
5.3.5 Independent Audit
5.4 Budgeting Procedures
✓ 5.4.1 Budget Preparation, Presentation and Adoption
5.4.1.1 Participation in budget preparation
5.4.1.2 Agency components' budget recommendations
5.4.2 Budget Implementation
5.4.2.1 Budget control
5.4.2.2 Supplemental/emergency appropriations
5.4.3 Inventory, Fixed Assets
5.4.3.1 Inventory control

6.0 PROGRAM AND SERVICES MANAGEMENT
- ✓ 6.1 Programs/Services Determinants
  - 6.1.1 Participant Involvement
- ✓ 6.2 Nature of Services/Programs Delivery
  - 6.2.1 General Supervision
  - 6.2.2 Directed Leadership Programs
  - 6.2.3 Facilitator
  - 6.2.4 Programs/Services for a Fee
- ✓ 6.3 Objectives
- ✓ 6.4 Outreach
- ✓ 6.5 Scope of Program Opportunities
- ✓ 6.6 Selection of Program Content
- ✓ 6.7 Types of Participation
- 6.8 Education for Leisure
- 6.9 Program Evaluation

7.0 FACILITY AND LAND USE MANAGEMENT
- 7.1 Acquisition of Park and Recreation Lands
- 7.2 Development of Lands
- 7.3 Defense against Encroachment
- 7.4 Disposal of Lands
- ✓ 7.5 Maintenance and Operations Management
- 7.6 Facilities Management
  - 7.6.1 Legal Requirements
  - 7.6.2 Building Security Plans
  - 7.6.3 Preventive Maintenance
- 7.7 Fleet Management
- 7.8 Agency-Owned Equipment and Property
- ✓ 7.9 Natural Resource Management
- 7.10 Maintenance Personnel Assignment
- 7.11 Depreciation and Replacement

8.0 SECURITY AND PUBLIC SAFETY
- ✓ 8.1 Authority
- 8.2 Traffic Control
  - 8.2.1 Plan
  - 8.2.2 Personnel
  - 8.2.3 Recording Procedures
  - 8.2.4 Roadblocks and Street Closures
- 8.3 Law Enforcement
  - ✓ 8.3.1 Training Program
  - 8.3.2 Handling of Evidentiary Items
  - 8.3.3 Handling Disruptive Behaviors
- 8.4 General Security
  - ✓ 8.4.1 Plan
  - 8.4.2 In-Service Training

9.0 RISK MANAGEMENT
- 9.1 Statement of Policy
- 9.2 Risk Manager

✓ 9.3 Plan
9.4 Risk Analysis and Control Approaches
9.5 Employee Involvement
9.6 Operational Procedures
9.7 Risk Accounting

10.0 EVALUATION AND RESEARCH (EVALUATIVE RESEARCH)
✓ 10.1 Systematic Evaluation Program
10.2 Demonstration Projects and Action Research
10.3 Evaluation Personnel
10.4 Employee Education

Accreditation Timeline: *Seminole County Leisure Services Department*

October 2007 – May 2009	Application & Self Assessment
June 2009	Submit Self Assessment
July 2009 (Week of 7/20 – 7/24)	Visitation Team Visit
July 2009 – October 2009	Visitation Team Report Review & Comment
October 2009 (Annual NRPA Congress)	Agency Accreditation Granted or Denied

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfaction of Lien - Twin Pines Water and Wastewater Improvement [Gosney]

DEPARTMENT: Fiscal Services **DIVISION:** MSBU

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Carol Watral **EXT:** 7164

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Satisfaction of Lien for the following property for which the balance of the Twin Pines Water and Wastewater Improvement MSBU assessment has been received in full:

LEG LOT 2 TWIN PINES SUBD PB 11 PG 58
Parcel # 17 - 21 - 29 - 515 - 0000 - 0020

District 3 Dick Van Der Weide Carol Watral

BACKGROUND:

The Twin Pines Water and Wastewater Improvement MSBU was established via Ordinance No. 2006-28 on May 9, 2006; the final assessments were approved by Resolution 2007-R-168 on September 11, 2007. The MSBU Program has prepared the Satisfaction of Lien document for the property listed below based on receipt and clearance of full payment of the assessment:

OWNER	LEGAL DESCRIPTION
GOSNEY SCOTT W & HOLLY H & PARTIN WILLIAM W & REGINA	LEG LOT 2 TWIN PINES SUBD PB 11 PG 58 17 - 21 - 29 - 515 - 0000 - 0020

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Satisfaction of Lien for the following property for which the balance of the Twin Pines Water and Wstewater Improvement MSBU assessment has been received in full:

OWNER	LEGAL DESCRIPTION
GOSNEY SCOTT W & HOLLY H & PARTIN WILLIAM W & REGINA	LEG LOT 2 TWIN PINES SUBD PB 11 PG 58 17 - 21 - 29 - 515 - 0000 - 0020

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

SATISFACTION OF LIEN

FOR

Twin Pines Water and Wastewater Improvement

MUNICIPAL SERVICE BENEFIT UNIT

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

WHEREAS, the Board of County Commissioners of Seminole County, Florida, established the Twin Pines Water & Wastewater Improvement Municipal Service Benefit Unit by Ordinance No. 2006-28; and

WHEREAS, preliminary special assessments were assessed in Ordinance No. 2006-28; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida, thereafter assessed final special assessments on the property within the Municipal Service Benefit Unit by Resolution No.2007-R-168; and

WHEREAS, said special assessments on certain property described in the above Ordinance have now been paid in full and a Satisfaction of Lien is desired,

NOW, THEREFORE, know all men by these presents that, Seminole County, a political subdivision of the State of Florida, for and in consideration of the payment in full of the special assessment due for the water and wastewater line construction specially benefiting the following described property in the Twin Pines Water & Wastewater Improvement Municipal Service Benefit Unit, the receipt of which is hereby acknowledged, Seminole County hereby releases and discharges the following described property from the lien recorded in Official Records Book 11 Page 58 Public Records of Seminole County, Florida, and hereby declares said lien fully satisfied:

OWNER	LEGAL DESCRIPTION
GOSNEY SCOTT W & HOLLY H & PARTIN WILLIAM W & REGINA	LEG LOT 2 TWIN PINES SUBD PB 11 PG 58 17 - 21 - 29 - 515 - 0000 - 0020

WITNESS my hand and seal this _____day of_____, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Bob Dallari, Chairman

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

THE foregoing Satisfaction of Lien was acknowledged before me this _____ day of _____ 2009, by Bob Dallari, Chairman, Seminole County Board of County Commissioners, who is personally known to me.

WITNESS my hand and seal the day and year last above written.

_____
Notary Public in and for the County
and State Aforementioned

My Commission Expires:

This instrument prepared by:
MSBU Program
Department of Fiscal Services
1301 East Second Street
Sanford, Florida 32771

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment to the Agreement between Seminole County and the City of Sanford Relating to Contribution of Boating Improvement Funds for Sanford Marina

DEPARTMENT: Leisure Services **DIVISION:** Greenways and Natural Lands

AUTHORIZED BY: Joe Abel **CONTACT:** Bryan Nipe **EXT:** 2173

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute an Amendment to the Agreement between Seminole County and the City of Sanford Relating to Contribution of Boating Improvement Funds for Sanford Marina.

County-wide Bryan Nipe

BACKGROUND:

The attached executed agreement has an error in the project name on page #4 stating "improvements to the boat launch and canal connector North Triplet Lake to Middle Triplet Lake." The project name has been corrected in the Amendment to state "improvements to the Sanford Marina."

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the Amendment to the Agreement between Seminole County and the City of Sanford Relating to Contribution of Boating Improvement Funds for Sanford Marina.

ATTACHMENTS:

1. First Amendment
2. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Bryan Nipe, Division Manager, Greenways and Natural Lands Division

From: Ann Colby, Assistant County Attorney
Ext. 7254

Date: September 8, 2009

Subject: Boating Improvement Funds for Lake Improvement
City of Sanford – First Amendment

Attached is the First Amendment to the Agreement Between Seminole County and the City of Sanford Relating to Contribution of Boating Improvement Funds for Sanford Marina. Once the Amendment is executed by all parties, please ensure that our office receives a copy of the fully executed Amendment. If you have any questions, please call.

AEC/sjs

Attachment:
Amendment

FIRST AMENDMENT TO AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF SANFORD RELATING TO CONTRIBUTION OF BOATING IMPROVEMENT FUNDS FOR SANFORD MARINA (FY 08-09)

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 25th day of August, 2009, between **THE CITY OF SANFORD**, a Florida municipal corporation, whose address is P.O. Box 1788, Sanford, Florida 32772-1788, hereinafter referred to as "CITY", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CITY and COUNTY entered into the above-referenced Agreement on August 25, 2009 relating to contribution of boating improvement funds for the Sanford Marina; and

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

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

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

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

Section 2. Obligations of COUNTY and CITY. The CITY agrees to construct the Project in accordance with the plans and specifications prepared by or under the supervision and review of a registered professional architect, engineer, or other appropriate professional.

The elements of the Project are identified as improvements to the Sanford Marina.

COUNTY agrees to obligate and make available to the CITY the approved Project amount of TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($27,500.00) for the Project authorized by this Agreement, subject to the terms of the Program. It is understood and expressly agreed that said funds shall be used exclusively by CITY for only those boating related projects described in the Project. It is understood and expressly agreed that funding payments made to CITY by COUNTY shall be subject to the policies, procedures, terms, and conditions provided under the Project. It is understood and expressly agreed that the policies, procedures, terms, and conditions set forth in the Project are made a part of this Agreement. The CITY understands that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the execution of the Agreement.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

(Signature Page Follows)

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

ATTEST:

CITY OF SANFORD

_____
JANET DOUGHERTY, City Clerk

By:_____
LINDA KUHN, Mayor

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BOB DALLARI, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AEC/sjs
9/8/09
P:\Users\Legal Secretary CSB\Library&Leisure Services\1st Amd - Sanford Marina.doc

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Bryan Nipe, Division Manager, Greenways and Natural Lands Division

From: Ann Colby, Assistant County Attorney
Ext. 7254

Date: May 20, 2009

Subject: Agreement Between Seminole County and the City of Sanford Relating to Contribution of Boating Improvement Funds For Sanford Marina (FY 08-09)

In response to your recent request, please find the referenced Agreement. After execution, please ensure this office receives a copy for our records. If you have any questions, please call.

AEC/lpk

Attachment:
Agreement

AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF SANFORD RELATING TO CONTRIBUTION OF BOATING IMPROVEMENT FUNDS FOR SANFORD MARINA (FY 08-09)

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY" and the **CITY OF SANFORD**, a Florida municipal corporation, whose mailing address is P.O. Box 1788, Sanford, Florida 32772-1788, hereinafter referred to as the "CITY", in pursuance of a project approved under the Seminole County Boating Improvement Program ("Program").

W I T N E S S E T H:

WHEREAS, Chapter 328, Florida Statutes, subsection 328.70 provides that a portion of the funds received from boat license fees be returned to county government to provide recreation channel markings and public launching facilities and other boating related activities; and

WHEREAS, by Seminole County Resolution Number 98-R-244, the COUNTY established the Seminole County Boating Improvement Program; and

WHEREAS, Chapter 163, Florida Statutes, Section 163.01, Florida Interlocal Cooperation Act of 1969, subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Chapter 163, Florida Statutes, subsection 163.01(5), provides that a joint exercise of power by such public agencies shall be made by contract in the form of an interlocal agreement; and

WHEREAS, both COUNTY and CITY are "public agencies" within the meaning of Chapter 163, Florida Statutes, Section 163.01; and

WHEREAS, the CITY is planning to make improvements to the Sanford Marina hereinafter referred to as the "Project," and has requested funds held by the COUNTY under the Program; and

WHEREAS, COUNTY is desirous of providing for these boating related improvements for citizens living in Seminole County and finds that the public health, safety, and welfare will be served through the construction of the Project by CITY,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied. It is understood and expressly agreed that the policies, procedures, terms, and conditions provided under the Program established by Seminole County Resolution Number 98-R-244 are incorporated herein and attached hereto as Exhibit "A".

Section 2. Obligations of COUNTY and CITY. The CITY agrees to construct the Project in accordance with the plans and specifications prepared by or under the supervision and review of a registered professional architect, engineer, or other appropriate professional.

The elements of the Project are identified as improvements to the boat launch and canal connector North Triplet Lake to Middle Triplet Lake.

COUNTY agrees to obligate and make available to the CITY the approved Project amount of TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($27,500.00) for the Project authorized by this Agreement, subject to the terms of the Program. It is understood and expressly agreed that said funds shall be used exclusively by CITY for only those boating related projects described in the Project. It is understood and expressly agreed that funding payments made to CITY by COUNTY shall be subject to the policies, procedures, terms, and conditions provided under the Project. It is understood and expressly agreed that the policies, procedures, terms, and conditions set forth in the Project are made a part of this Agreement. The CITY understands that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the execution of the Agreement.

Section 3. Statement of Work.

(a) The CITY, in a manner satisfactory to the COUNTY, shall perform or cause to be performed all work in the Project. Such work shall be performed except as otherwise specifically stated herein by persons or instrumentalities solely under the domain and control of the CITY.

Section 4. Term. The COUNTY shall reimburse the CITY for the work performed or caused to be performed by the CITY as part of the Project prior to December 31, 2010, subject to the terms of the Project. All such work shall be performed in accordance with applicable requirements of this Agreement and the Program.

Reimbursement or payment of funds to the CITY shall be contingent thereupon. The CITY shall complete all work on or before December 31, 2007, unless this Agreement is otherwise amended or extended by written agreement of the parties. This Agreement shall be effective upon execution by both parties.

Section 5. Consideration and Limitations of Costs/Funds. The CITY shall be reimbursed by the COUNTY for costs in accordance with the Program and applicable laws, rules, and regulations in an amount not to exceed TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($27,500.00) for the work described in the Project.

Section 6. Payments.

(a) Payments to the CITY shall be on an invoice basis and limited to the work for the Project. Reimbursement for the Project shall be requested on Project Reimbursement forms.

(b) Upon receipt of the above enumerated documentation, the COUNTY shall initiate the payment process. Reimbursement to the CITY shall be as soon as practicable in accordance with the terms of the Project. The Greenways and Natural Lands Manager, designated as the COUNTY's Project Manager for the purpose of this Agreement, shall be responsible for ensuring performance of its terms and conditions and shall approve the payment request prior to the payment. Photographs shall be submitted when appropriate to reflect work accomplished.

(c) All disbursements by the CITY must be fully documented to the COUNTY so as to be available upon request for inspection or audit in accordance with the provisions of this Agreement, Project, and Florida law, or as otherwise may be reasonably required by the COUNTY.

Section 7. Compliance with Local and State Laws. The CITY shall comply with applicable State and local laws, regulations, and ordinances, which by reference are incorporated as if fully set forth herein, including but not limited to the following:

(a) Chapter 112, Florida Statutes - concerning conflicts of interest; and

(b) any and all laws, rules and regulations relating to the matters set forth or implied in this Agreement.

Section 8. Project Publicity. Any news release, project sign, or other type of publicity pertaining to the Project as stated herein shall recognize the Seminole County Boating Improvement Program and the Seminole County Board of County Commissioners as the source of funding for the Project.

Section 9. Maintenance of Records.

(a) The CITY shall, at a minimum, maintain all records required by Federal, State, and local laws, rules, regulations, and procedures.

(b) The CITY shall maintain such records, accounts, property and personnel records as deemed necessary by Florida law and the COUNTY or otherwise typical in sound business practices to assure proper accounting of Project funds and compliance with this Agreement, and the Program.

(c) All records and contracts of whatsoever type or nature required by this Agreement and the Program shall be available for audit, inspection, and copying at any time during normal business hours and as often as the COUNTY or other Federal or State agency may deem necessary. The COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any

Federal, State, or local agency. The CITY shall retain all records and supporting documentation applicable to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law.

Section 10. Liability. Except for reimbursement as specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to the CITY in connection with the services hereunder, or for debts or claims accruing to such parties against the CITY. The Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, entity, or corporation supplying any work, labor, services, goods, or materials to the CITY as a result of this Agreement.

Section 11. Subcontracts. All contracts made by the CITY to perform activities described in the Project shall comply with applicable laws, rules, and regulations set forth in this Agreement and the Program. Any additional work or services subcontracted hereunder by the CITY shall be specified by written agreement and subject to this Agreement and the Program.

Section 12. Indemnification.

(a) To the extent permitted by law, the CITY shall defend, hold harmless, and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the CITY or whomsoever resulting out of fraud, defalcation, dishonesty, or failure of the CITY to comply with

applicable laws, rules, or regulations; or by reason or as a result of any act or omission of the CITY in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required hereunder; or by any defect in the construction of the Project; or as may otherwise result in any way or instance whatsoever.

(b) In the event that any action, suit, or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, the COUNTY shall provide notice in writing thereof to the CITY by registered or certified mail addressed to the CITY at its address herein provided. Upon receiving notice, the CITY, at its own expense, shall diligently defend against the action, suit, or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against the COUNTY.

Section 13. Insurance. The CITY shall carry and maintain in full force and effect throughout the term of this Agreement, either liability insurance or a liability self-insurance program to, at a minimum, the limit of liability set forth in Section 768.28, Florida Statutes, as may from time to time be amended.

Section 14. Assignments. Neither party shall assign this Agreement, nor any interest herein, without the prior written consent of the other party.

Section 15. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 16. Termination. This Agreement may be terminated in accordance with the terms and conditions set forth under the Program.

Section 17. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Director of Leisure Services
845 Lake Markham Road
Sanford, FL 32771

For CITY:

City Manager
City of Sanford
P.O. Box 1788
Sanford, FL 32772-1788

Section 18. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void; shall be deemed separable from the remaining covenants or provisions of this Agreement; and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

Section 19. Conflict of Interest.

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

(b) The CITY hereby certifies that no officer, agent, or employee of the COUNTY has any material interest (as defined in

Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CITY 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, the CITY hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 20. Entire Agreement: Effect on Prior Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements, if any, between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day hereinabove first written.

ATTEST: CITY OF SANFORD

_____ By: _____

JANET DOUGHERTY, City Clerk LINDA KUHN, Mayor

Date: _____

[Balance of page left intentionally blank; attestations continued on page 10 of 10]

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
AEC/lpk
5/20/09
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Attachment:
Exhibit "A" - Resolution 98-R-244

RESOLUTION NO. 98-R-244 SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF NOVEMBER 10, 1998.

WHEREAS, in accordance with Section 327.25, Florida Statutes, the State of Florida collects vessel registration fees for those vessels required by law to be registered in the State of Florida; and

WHEREAS, said vessel registration fees have historically been deposited in the Motorboat Revolving Trust Fund and have been appropriated to the Florida Department of Environmental Protection ("FDEP") for grant funding to be provided to county governments; and

WHEREAS, the FDEP created the Florida Boating Improvement Program to implement the allocation of said grant funds to county governments; and

WHEREAS, in accordance with Section 327.25(16), Florida Statutes, said grant funds are to be used for the sole purposes of providing recreational channel marking and public launching facilities and other boating related activities, for removal of vessels and floating structures deemed hazards to public safety and health for failure to comply with Section 327.53, Florida Statutes, and for manatee and marine mammal protection and recovery; and

WHEREAS, the Florida Legislature has recently amended Section 327.25(16), Florida Statutes, to provide for the deposit of vessel registration fees into the Marine Resources Conservation Trust

BK0245 PG1065

Fund and to provide that said fees be directly distributed to county governments without prior appropriation to the FDEP; and

WHEREAS, it is necessary that the Board of County Commissioners adopt the Seminole County Boating Improvement Program to establish policies and procedures for the lawful distribution of said vessel registration fees received from the Marine Resources Conservation Trust Fund,

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

Section 1. Establishment of the Seminole County Boating Improvement Program

The Board of County Commissioners of Seminole County ("Board") hereby establishes the Seminole County Boating Improvement Program ("BIP").

Section 2. Vessel Registration Fees

(a) In accordance with Section 327.25(16), Florida Statutes, vessel registration fees are collected by the Florida Department of Highway Safety and Motor Vehicles ("FDHSMV") and deposited in the Marine Resources Conservation Trust Fund for distribution to counties.

(b) Seminole County ("County") shall receive vessel registration fees from all vessels registered in Seminole County. Vessel registration fees collected during the preceding fiscal year shall be forwarded to the County by FDHSMV each July. The County shall deposit said fees into an account designated for the BIP which shall be monitored by the County's Department of Library and Leisure Services ("Department").

BK0245 PG1066

Section 3. Administration of the BIP

(a) The Board may utilize BIP funds for eligible County projects or, at its sole discretion, may authorize the use of BIP funds by municipal governments within the County for eligible municipal projects. The authorization for the use of BIP funds by municipal governments within the County shall not exceed one-half of the County's annual allocation with at least one-half being reserved for County projects. If there are no applications submitted that meet the requirements of the BIP, funds will revert back for use on County projects. The BIP shall be administered by the Board, through the Department, with review and recommendations by the County's Parks and Recreation Advisory Board ("Advisory Board"). The Department is authorized to develop procedures and forms as may be required to implement the program. Projects will be prioritized and recommended to the Board by the Advisory Board.

(b) In order to allocate project funding for County or municipal projects, the Department shall include in its annual budget request said projects and shall submit same for approval by the Board. For Board approved County projects requiring additional funding or a change in scope, the Department shall prepare the necessary documentation including the proposed changes for approval by the Board.

(c) BIP funds may be used as the local cash matching requirement for the Florida Recreation Development Assistance Program, the Land and Water Conservation Fund Program, the Florida Inland Navigation District Waterways Assistance Program, or such other grant programs requiring a local cash match, provided that

BK0245 PG1067

the BIP funds are used for eligible project elements.

(d) Project Design and Construction.

(1) All projects shall be designed and constructed in accordance with applicable Federal, State and local laws, rules, regulations, and codes.

(2) The design or construction of any boat launching facility shall not be located so as to pose a threat to other boating or recreational activities on the water body it serves.

(3) All Federal, State and local permits, easements, consents, or other similar authorizations for a project shall be obtained prior to commencement of design and construction of the project.

(4) Project construction expenses eligible for BIP funding include payments to vendors for purchase of materials, equipment, rental of equipment, services, or lump sum labor contracts.

(e) The Board may approve a project with an estimated cost exceeding the amount of available BIP funds. In such cases, the amount of the project cost exceeding available BIP funds may be eligible for reimbursement from the allocation for the next fiscal year. However, any project so approved shall be subject to the continued funding in accordance with Section 327.25(16), Florida Statutes. The Board does not guarantee or pledge payment of the balance in such cases and is not liable for any future reimbursement or pledge should funds not become available.

(f) Any unspent BIP funds allocated to a specific project shall be returned to the appropriate account for future use on

BK0245PG1068

County projects. Further, BIP funds not allocated in any fiscal year shall be carried forward for use in subsequent years.

(g) The County shall maintain and keep records of all projects receiving BIP funds. Completed projects shall be included in the County's single audit report which shall be forwarded annually, if required, to the FDEP. Upon completion of a project, a municipality must submit a project completion statement to the Department on a form approved by the Department. Upon completion of a County project the Department shall file a project completion statement in the project file. For municipal projects, the municipality shall provide required materials as delineated in the required project close out documentation form.

(h) Any project developed with assistance from BIP funding shall be for the use and benefit of the general public. Upon completion of a project, the County or a municipality shall dedicate said project for public recreational use in perpetuity by recording a Notice of Limitation of Use including said dedication in the Public Records of Seminole County. The County and the municipalities utilizing BIP funds for design or construction of an eligible project shall be responsible for ensuring the operation and maintenance of said project for a period of 25 years from the date of completion of the project.

(i) Projects funded in whole or in part by BIP funds shall be administered and made available to the general public on a non-discriminatory basis regardless of residency, race, color, religion, sex, national origin, age, handicap, or marital status. If a fee is charged, it must be the same for all users.

BK0245 PG1069

(j) A permanent identification sign or plaque which credits the BIP as a source of project funding is required to be erected at all completed projects where sign placement is feasible.

Section 4. BIP Funding for Municipal Projects

(a) Any County municipality may submit applications for eligible projects meeting the requirements of the program. The municipality must have resources available and accept the maintenance of the project. A municipality requesting BIP funds must submit a project application to the Department. All project applications shall be reviewed and evaluated by the Department with regard to eligibility of the proposed project, completeness of the application, funding availability, the municipality's compliance with previous project agreements, and County and/or Department priorities.

(b) Subsequent to review and comment by the Department, said municipality may request that a project application be submitted to the Advisory Board for prioritization and recommendation to the Board for consideration. If a project application is approved by the Board, the County Attorney's Office shall prepare a project agreement for execution by the parties.

(c) A project agreement is the required funding mechanism to allocate BIP funding to a municipality for an eligible project.

(d) Unless otherwise specified in a project agreement, project funding shall be only for those costs incurred subsequent to the execution of the project agreement by the Board.

(e) The County shall disburse BIP funding to a municipality only on a reimbursement basis and shall require completion of the

BK0245 PG1070

project in accordance with the terms and conditions as set forth in the project agreement. No funds will be paid in advance. Reimbursement for municipal projects shall be requested on Project Reimbursement forms as applicable.

(f) A quarterly status report for each project shall be submitted by the municipality on a project status report form provided by the Department.

(g) Should a municipality desire to propose any changes to a project agreement including, but not limited to, changes in scope or funding of a project, said proposed changes must be submitted in writing to the Department along with a statement of justification for same. All changes to a project agreement shall be made by means of a written amendment to a project agreement approved in the same manner as the underlying project agreement.

(h) The Department shall have the right to terminate a project agreement and demand refund of BIP funds (plus interest at the maximum rate authorized in the Florida Statutes) for non-compliance with the terms of this Resolution or the project agreement. Failure of a municipality to comply with the provisions of this Resolution or a project agreement may result in the Board declaring the municipality ineligible for participation in the BIP until a time certain and/or under certain conditions as designated.

(i) A municipality desiring to terminate a project agreement shall refund to the County all BIP funds plus interest accrued thereupon prior to County executing said termination.

BK0245 PG1071

Section 5. Projects Eligible for BIP Funding

(a) BIP funds shall be used for those projects which improve recreational boating for the public in accordance with Section 327.25(16), Florida Statutes, for the purpose of providing recreational channel marking and public launching facilities and other boating-related activities, for removal of vessels and floating structures deemed a hazard to public safety and health for failure to comply with Section 327.53, Florida Statutes, and for manatee and marine mammal protection and recovery.

(b) BIP funds may be used for those costs associated with acquisition, design, construction, and completion of an eligible project including, but not limited to, the expansion, renovation, repair or installation of the following:

(1) Launching facilities;

(2) Recreational channel lights and markers;

(3) Waterway and related signs and buoys for safety, regulation or information;

(4) Docking and mooring facilities;

(5) Access roads and parking for boating facilities;

(6) Channel dredging;

(7) Boating related support facilities and utilities such as restrooms, lighting, picnic pavilions, landscaping, water, sewer, and electrical;

(8) Artificial fishing reefs in State waters (design, construction, transportation, installation, marking, research, and monitoring); and

(9) Bulk head, rip-rap, and seawall construction.

BK0245 PG1072

(c) Expenses that are ineligible for BIP funding include tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, and contract labor and materials not used exclusively for a project.

ADOPTED this 10 day of November, 1998.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton Henley
CARLTON HENLEY, CHAIRMAN

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

10/28/98
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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Copperfield Terrace (835) Utility Vacate

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Brian Walker **EXT:** 7337

MOTION/RECOMMENDATION:
Adopt and authorize the Chairman to execute a resolution to vacate and abandon a portion of a platted utility easement on Lot 34, Copperfield, recorded in the Public Records of Seminole County, Florida in Plat Book 43, Pages 93-94 in Section 22, Township 21 S, Range 30 E and bearing a street address of 835 Copperfield Terrace – Robert Cook, applicant.

District 1 Bob Dallari Brian Walker

BACKGROUND:

The applicant, Robert Cook, is requesting to vacate and abandon a portion of a 15 foot platted utility easement as described in the Resolution in order to accommodate a swimming pool and screen enclosure.

Staff has determined that the vacation and abandonment of a portion of the platted utility easement would not have a negative impact on the area.

The applicant has provided letters from all applicable utility providers stating “no objections” to the proposed vacate.

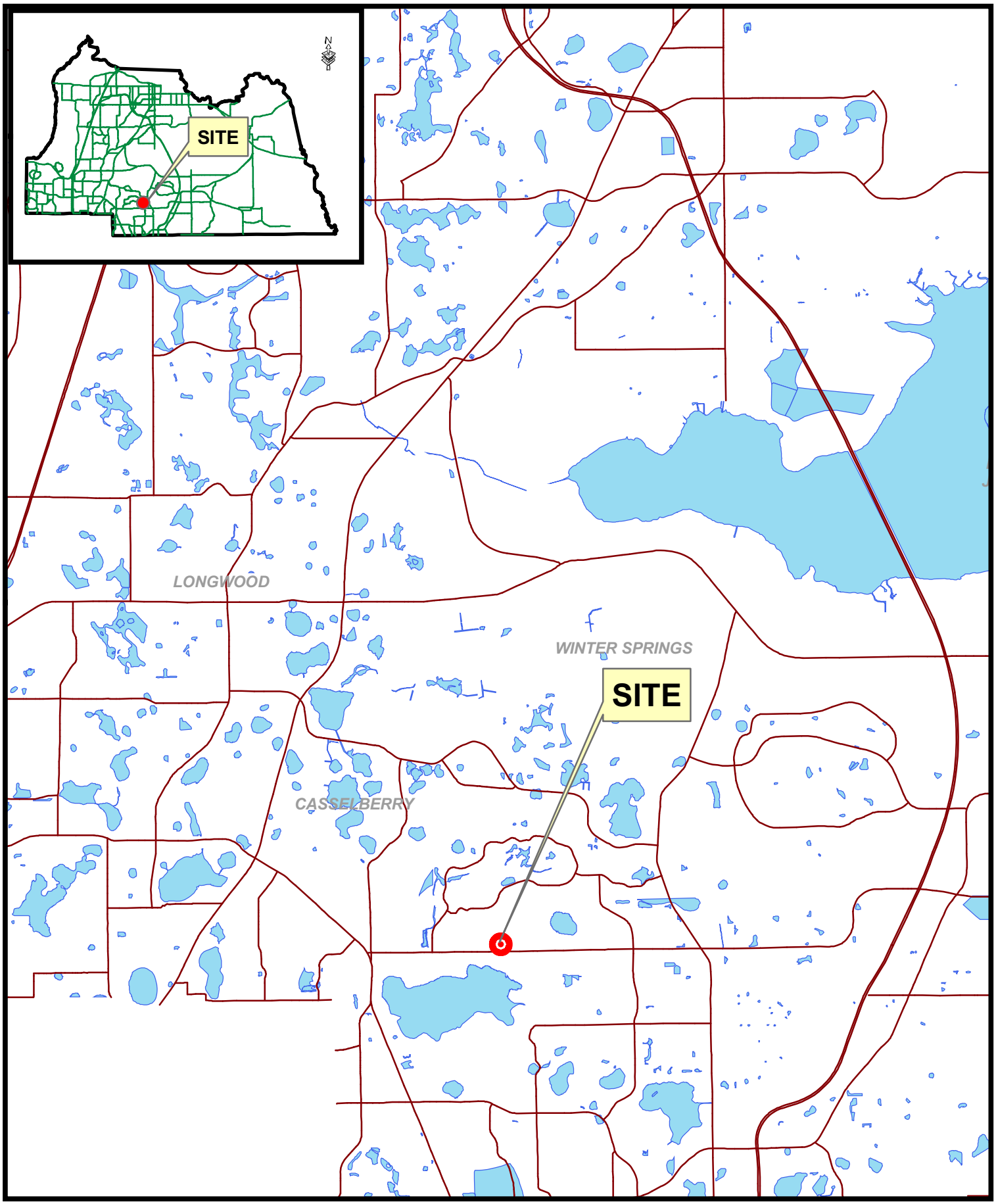
STAFF RECOMMENDATION:
Staff recommends that the Board adopt and authorize the Chairman to execute a resolution to vacate and abandon a portion of a platted utility easement on Lot 34, Copperfield, recorded in the Public Records of Seminole County, Florida in Plat Book 43, Pages 93-94.

ATTACHMENTS:

1. Area Map
2. Location Map
3. Aerial Map
4. Exhibit A - Sketch & Description
5. Resolution

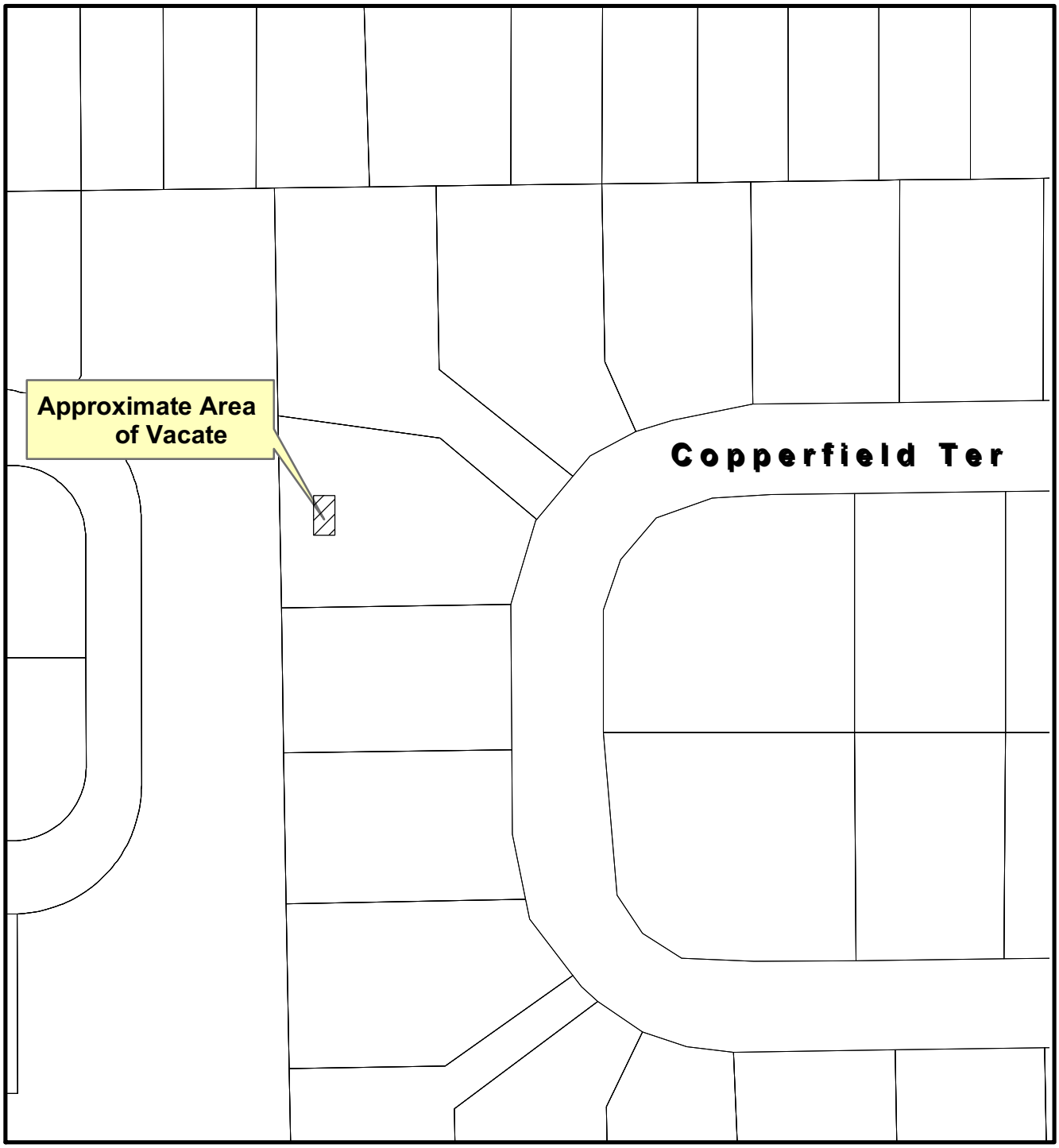
Additionally Reviewed By:

- [x] County Attorney Review (Kathleen Furey-Tran)



835 Copperfield Terrace
Utility Vacate

N



835 Copperfield Terrace
Utility Vacate

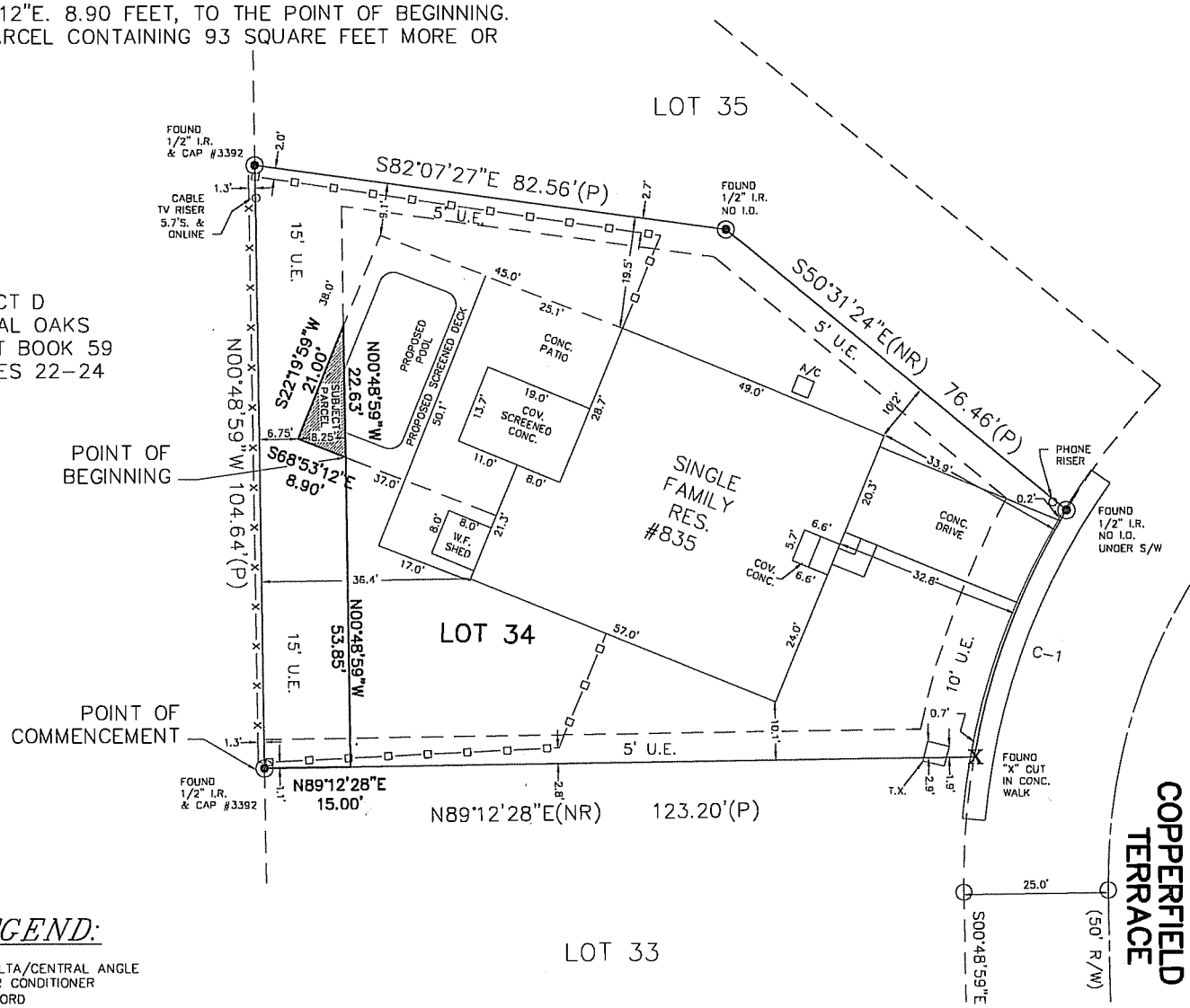
835 Copperfield Terrace
Utility Vacate

SKETCH AND DESCRIPTION

(THIS IS NOT A BOUNDARY SURVEY)

EXHIBIT A

LEGAL DESCRIPTION: A PORTION OF A 15 FEET UTILITY EASEMENT, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF LOT 34, COPPERFIELD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE(S) 93–94, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N.89°12'28"E. ALONG THE SOUTH LINE OF SAID LOT 34, A DISTANCE OF 15.00 FEET; THENCE N.00°48'59"W. 53.85 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N.00°48'59"W. 22.63 FEET; THENCE S.22°19'59"W. 21.00 FEET; THENCE S.68°53'12"E. 8.90 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 93 SQUARE FEET MORE OR LESS.



LEGEND:

- Δ = DELTA/CENTRAL ANGLE
- A/C = AIR CONDITIONER
- CH = CHORD
- CB = CHORD BEARING
- CONC. = CONCRETE
- COV. = COVERED
- D = DESCRIPTION
- I.D. = IDENTIFICATION
- I.R. = IRON ROD
- L = ARC LENGTH
- LS = LAND SURVEYOR
- LB = LAND SURVEYING BUSINESS
- M = MEASURED
- NR = NON-RADIAL
- P = PLAT
- PSM = PROFESSIONAL SURVEYOR & MAPPER
- R = RADIUS
- RAD = RADIAL
- RES. = RESIDENCE
- R/W = RIGHT OF WAY
- S/W = SIDEWALK
- U.E. = UTILITY EASEMENT
- ⊙ = FOUND PROPERTY CORNER
- ℄ = CENTERLINE

CURVE DATA
C-1(P)
Δ=21°10'08"
R=125.00'
L=46.18'
C=45.92'
CB=S20°32'32"W

N
W E
S

1" = 30'
GRAPHIC SCALE
0 15 30

NOTES:

1. THIS SKETCH IS BASED ON THE LEGAL DESCRIPTION AS PROVIDED BY THE CLIENT.
2. THIS SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

08/17/09

BRADLEY C. COX, PSM #5567 (DATE)

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF LOT 34, AS BEING N89°12'28"E, PER PLAT.

JOB NO. BCA10596-UE (FIELD DATE:) 07/17/09

BRADLEY COX & ASSOCIATES
LAND SURVEYING
405 W. 25TH STREET
SANFORD, FLORIDA 32771
(407) 323-9202

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 13th DAY OF October A.D.,2009.

RESOLUTION TO VACATE AND ABANDON A PORTION OF A UTILITY EASEMENT

Whereas, a Petition was presented on behalf of

ROBERT H. COOK

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating, and abandoning of a portion of a utility easement to-wit:

See Exhibit A

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the partial abandonment of the 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 13th day of October 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

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Agreement between Seminole H.E.A.R.T. and Seminole County for the use of office space in the Public Safety Building

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 an agreement between Seminole H.E.A.R.T. and Seminole County for the use of office space in the Seminole County Public Safety Building.

County-wide Tad Stone

BACKGROUND:

Seminole H.E.A.R.T., Seminole County's Long Term Recovery Committee, works with citizens who have unmet needs after a Federally declared disaster. It is critical that a collaborative effort be established between government and the private non-profit and faith-based community. Volunteer organizations, interfaith groups, social service organizations, community action agencies and locally based state agencies all come together to define a complete assistance package for those impacted by the disaster.

During these times, it is imperative that Seminole H.E.A.R.T. have a work area that is near the Emergency Operations Center. This agreement will solidify the use of office space near the Emergency Operations Center. The office will be used for case management, coordination of resources, and support to citizens in need.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the agreement between Seminole H.E.A.R.T. and Seminole County for the use of office space in the Seminole County Public Safety Building.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

AGREEMENT
BETWEEN
SEMINOLE H.E.A.R.T.
AND
SEMINOLE COUNTY

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 20___ by and between **SEMINOLE COUNTY HOME-BASED EMERGENCY ASSISTANCE RESPONSE TEAM**, hereinafter referred to as "SEMINOLE H.E.A.R.T.", and **SEMINOLE COUNTY**, hereinafter referred to as "COUNTY".

Subject: Use of an office in the Seminole County Public Safety Building for case management of unmet needs from presidentially declared disasters.

1. The Purpose: The parties hereby mutually desire to reach an agreement resulting in making an office in the Seminole County Public Safety Building available to SEMINOLE H.E.A.R.T. for use as case management during the continuing recovery phase of declared disasters.

2. Background: Tropical Storm Fay, 2008, was the worst flood event in recorded history in Seminole County. SEMINOLE H.E.A.R.T., Seminole County's Long Term Recovery Committee and 501(c)(3) non-profit organization, has a mission to assist persons and families with unmet needs. Inevitably, some people affected by disasters will not meet the eligibility criteria of government disaster aid programs or will have unmet needs even after receiving help from these programs. For them, assistance may come from a committee of churches, non-profit agencies and state and local agencies who work on problems that may range from home repair to counseling.

This Long-Term Recovery Committee was created to find the people who have become lost among the overlapping systems delivering assistance to survivors of the disaster. SEMINOLE H.E.A.R.T. will determine with them their serious unmet needs and organize in a way to deliver that assistance without duplicating what all other agencies can provide or have provided.

3. Reference: Memorandum of Understanding between Seminole County and SEMINOLE H.E.A.R.T. (July 1, 2008) established the organization as Seminole County's Long Term Recovery Committee.

4. Scope: COUNTY will permit upon request by SEMINOLE H.E.A.R.T. the use of office space in the Public Safety Building by SEMINOLE H.E.A.R.T. for completion of case management related to declared disasters, at no cost to SEMINOLE H.E.A.R.T.

5. Agreements: SEMINOLE H.E.A.R.T. agrees that it shall exercise reasonable care in the conduct of its activities in such facility. All individuals working in the building will wear proper identification and exercise all building safety and security procedures. SEMINOLE H.E.A.R.T. will only operate inside offices during normal operating business hours.

COUNTY will provide at its expense all desks, chairs, telephone, internet, and necessary office equipment to conduct normal business.

If a disaster threatens Seminole County, the office may also be used by Emergency Management personnel during Emergency Operations Center activation.

SEMINOLE H.E.A.R.T agrees to provide COUNTY with weekly reports of its case management progress, and further agrees to vacate the

COUNTY office space within one week of completion of the case management related to the declared disaster.

6. Liability: Each party shall be solely responsible for its own activities pursuant to this Agreement, and shall hold each other harmless against all claims of whatsoever kind or nature by third parties arising out of the performance of work under this Agreement.

SEMINOLE H.E.A.R.T. specifically agrees to indemnify and hold COUNTY harmless from any claims or causes of action for damage or injuries to persons or property arising out of SEMINOLE H.E.A.R.T.'s use of the COUNTY property pursuant to this Agreement

For purpose of this Agreement, each party agrees that it is not an employee or agent of the other, but is an independent governmental or non-profit (501(c)(3)) agency.

7. Modifications/Addendums: Modifications within the scope shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

8. Participation in similar activities: This instrument in no way restricts COUNTY from participating in similar activities with other public or private agencies, organizations, and individuals.

9. Contacts: COUNTY and SEMINOLE H.E.A.R.T. will furnish the names of the individuals, with backup, who will be responsible for administering this Agreement for each party.

10. This Agreement may be terminated by either party upon ten (10) days written notice to the other party.

IN WITNESS THEREOF, SEMINOLE H.E.A.R.T. and Seminole County, have caused this Agreement to be executed, said agreement to become effective and operative with the fixing of the last signature hereto.

ATTEST:

SEMINOLE COUNTY HOME-BASED
EMERGENCY ASSISTANCE RESPONSE
TEAM d/b/a SEMINOLE H.E.A.R.T

_____
, Secretary

By:_____
, President

Date:_____

[CORPORATE SEAL]

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

AEC/sjs/ljp
9/1/09 9/11/09
P:\Users\Legal Secretary CSB\Public Safety\Seminole HEART & SC Emergency Mgmt.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Urban Area Securities Initiative (UASI) Memorandum of Agreement

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 Memorandum of Agreement (MOA) with the Orange County Sheriff's Office to secure participation in the Urban Area Securities Initiative (UASI).

County-wide Tad Stone

BACKGROUND:

The Urban Area Security Initiative (UASI) program focuses on enhancing regional preparedness in major metropolitan areas. The Central Florida UASI includes Orange, Seminole, Osceola, Lake, Volusia, and Brevard Counties. This Memorandum of Agreement between Seminole County and the Orange County Sheriff's Office will directly support the national priority of expanding regional collaboration outlined in the National Preparedness Guidelines, and is intended to assist participating jurisdictions in developing integrated regional systems for emergency prevention, protection, response, and recovery. The Orange County Sheriff's Office serves as the budgetary managers for this grant. All equipment, resources, training, and materials purchased for homeland security initiatives are purchased through Orange County and utilized by first responders in Seminole County.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Memorandum of Agreement (MOA) with the Orange County Sheriff's Office to secure participation in the Urban Area Securities Initiative (UASI).

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

- [x] County Attorney Review (Ann Colby)
- [x] Grant Review (Jennifer Bero, Lisa Spriggs)

MEMORANDUM OF AGREEMENT (MOA)

FOR PARTICIPATING ORLANDO
URBAN AREA SECURITY INITIATIVE (UASI) AGENCIES

This Agreement is entered into this 19 day of June, 2009, by and between the Orange County Sheriff's Office (OCSO), a political subdivision of the State of Florida, (the "Sub-Grantee") and Orange, Seminole, Brevard, Lake, Osceola, and Volusia Counties, political subdivisions of the State of Florida; the participating municipalities within said counties, municipal corporations of the State of Florida, collectively known as the "Orlando/Orange Urban Area (O/OUA) Participants."

RECITALS

WHEREAS, the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) is providing financial assistance to the O/OUA in the amount $5,269,040 dollars ($5,432,000 less the 3% State Management and Administration) through the FY 2008 Urban Area Security Initiative (UASI); and

WHEREAS, the OCSO is the Sub-Grantee for the O/OUA UASI Grant Program; and

WHEREAS, as the DHS requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Program and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the Urban Area has been defined as the City of Orlando, Orange, Seminole, Brevard, Lake, Volusia, and Osceola Counties; and

WHEREAS, the OCSO anticipates that it will be sub-granting a portion of the equipment to the O/OUA Participants FY 2008 UASI Grant Program; and

WHEREAS, the OCSO wishes to work with the O/OUA Participants through the Urban Area Working Group process to enhance the O/OUA and its surrounding jurisdictions ability to prevent, protect against, respond to, and recover from acts of terrorism, or any other manmade or natural disaster;

WHEREAS, on or about the 19th of June 2009, the OCSO entered into an agreement with the State of Florida, Department of Community Affairs (hereinafter referred to as the DCA) for a Federally Funded Sub grant Agreement, # 09-DS-48-06-58-02-442; CFDA Number 97.067.

NOW THEREFORE, in consideration of the foregoing, the parties here to agree as follow:

I. PURPOSE

A. This Agreement delineates responsibilities of the OCSO and the O/OUA Participants for activities under the FY 2008 UASI Grant Program, which was made available by the DHS, FEMA and the State of Florida Division of Emergency Management (DEM).

B. This Agreement serves as the Scope of Work among all Participants and the OCSO.

II. SCOPE

A. The provisions of this Agreement apply to FY 2008 UASI activities to be performed at the request of the Federal government, provided at the option of the OCSO, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.

B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Sponsoring Agency in performing local and state functions.

III. DEFINITIONS

A. Critical Infrastructure. Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

B. Core County. The county within which the core city is geographically located.

C. Urban Areas Security Initiative (UASI) Grant Program. DHS, Urban Areas Security Initiative (UASI) Grant Program reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism.

D. National Incident Management System (NIMS). This system will provide a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among federal, state, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command; training; identification and

E. Urban Area Working Group (UAWG). The U.S. Department of Homeland Security requires a governing body UAWG, to act on grant guidance and coordinate grant resources. The UAWG is responsible for coordinating the development and implementation of all program initiatives. They also support the State efforts to develop the State Preparedness report, particularly as it relates to UASI activities.

F. Orlando/Orange Urban Area (O/OUA) Executive Board. The O/OUA Executive Board is the body that oversees the management of the UAWG. The mission of the Executive Board is to improve the administration and effectiveness of the UAWG in the acquisition and use of regional resources.

G. Orlando/Orange Urban Area (O/OUA) Administrator. The (O/OUA) Administrator shall be the Orange County Sheriff's Office.

H. UASI Grant Programs. UASI Grant Programs are being provided to address the unique equipment, training, planning, and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified core city, core county/counties, and the respective State Administrative Agency. The funding will provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the selected urban areas.

I. Urban Area. An urban area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.

IV. OCSO SHALL BE RESPONSIBLE FOR:

A. Providing an administrative department within the OCSO, authorized to carry out the herein agreed upon responsibilities of the Memorandum of Agreement (MOA).

B. Coordinating with core counties, with the respective State Administrative Agency, and with DHS, FEMA. Conducting a comprehensive Urban Area assessment, this in turn, will guide development of an Urban Area Homeland Security Strategy.

C. Ensuring the participation of the following critical stakeholders in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

D. Developing a comprehensive Urban Area Homeland Security Strategy and submitting to the SAA POC and the Department of Homeland Security.

E. Complying with the requirements or statutory objectives of federal law.

F. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.

G. Complying with all grant agreement requirements and/or special conditions.

H. Submitting required programmatic and financial reports.

V. THE O/OUA PARTICIPANTS SHALL BE RESPONSIBLE FOR:

A. Providing personnel who will act as the main liaison and partner with the OCSO, authorized to carry out the herein agreed upon responsibilities of the MOA.

B. Abiding by the grant requirements including budget authorizations, required accounting and reporting on fund usage, use of funds only for the intended purpose, and tracking of federally funded assets.

C. Submitting budget detail worksheets for direct purchases of equipment or services.

D. Complying with all FY 2008 UASI Grant Program requirements and guidance.

E. Participating as a member of the UAWG to include coordinating with and assisting the O/OUA in conducting a comprehensive Urban Area assessment, which in turn, will guide development of an Urban Area Homeland Security Strategy.

F. Ensuring the participation of the following critical stakeholders in the assessment and strategy development processes: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

G. Assisting the O/OUA in development of a comprehensive Urban Area Homeland Security Strategy.

H. Complying with the requirements or statutory objectives of federal law.

I. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.

J. Following UASI Grant Project agreement requirements and/or special conditions.

K. Ensuring availability of equipment, and personnel trained to use the equipment, obtained from the UASI Grant Program during exercises and actual emergencies. If the agency is incapable of staffing the equipment, the equipment shall be made available to another partner agency for use during exercises and actual emergencies. Failure to either ensure equipment availability may result in a loss of funding and/or equipment to the agency.

L. All equipment obtained from the UASI Grant Program is the sole responsibility of the receiving agency. This includes, where applicable, maintenance, replacement, training on equipment, and insuring of equipment and personnel, and compliance with intra-agency auditing requirements.

M. Ensuring required NIMS Awareness Course is completed by relevant personnel.

N. Providing a signed document recognizing NIMS in principle and policy.

VI. THE OCSO AND THE O/OUA PARTICIPANTS AGREE:

A. That funding acquired and identified for the UASI will be administered solely by the OCSO.

B. The OCSO is not responsible for personnel salaries, benefits, workers compensation or time related issues of any participating agency personnel.

C. OCSO and all other Participants are subdivisions as defined in Chapter 768.28, Florida Statutes, and each agree to be fully responsible for their respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any participant to whom sovereign immunity may be applicable. 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 manner arising out of this Agreement or any other contract.

D. For the purposes of executing the conditions established in this MOA, each Participating Agency's point of contact (POC) will be designated by each County or City in accordance with their internal policies and procedures. The OCSO and Orlando Police Department (OPD) or designees will remain the UASI POC.

E. Agree to enroll in the NIMCAST self-assessment.

NOTICES

Any notices required to be given herein shall be directed to the following contact persons.

Brevard County Sheriff's Office
POC: Sheriff Jack Parker
Address: 700 South Park Avenue, Titusville, FL 32780
Phone: 321-264-5201 **Fax:** 321-264-5360
Email: jack.parker@bcso.us

Brevard County Emergency Management
POC: Bob S. Lay, Director
Address: 1746 Cedar Street, Rockledge, FL 32955
Phone: 321-637-6670 **Fax:** 321-633-1738
Email: bob.lay@brevardcounty.us

City of Kissimmee
POC: Chief Robert L. King
Address: 200 W. Dakin Avenue, Kissimmee, FL 34741
Phone: 407-518-2222 **Fax:** 407-933-8604
Email: rking@kissimmee.org

City of Orlando
POC: Mayor Buddy Dyer
Address: 400 S. Orange Ave. Orlando, FL 32802
Phone: 407-246-2221
Email: buddy.dyer@cityoforlando.net

City of St. Cloud
POC: Alan MacAllaster
Address: 900 Minnesota Avenue, St. Cloud, FL 34769
Phone: 407-957-8483 **Fax:** 407-957-8491
Email: amacallaster@stcloud.org

Lake County Sheriff's Office
POC: Sheriff Gary S. Borders
Address: 360 West Ruby Street Tavares, FL 32778
Phone: 352-343-9501 **Fax:** 352-343-9533
Email: gborders@lcso.org

Lake County Emergency Management
POC: Jerry Smith, Director
Address: 315 West Main Street, Suite 411 Tavares, FL 32778-7800
Phone: 352-343-9420 **Fax:** 352-343-9728
Email: jsmith@lakecountyfl.gov

Orlando Emergency Management
POC: Manuel Soto, Emergency Manager
Address: 110 N. Andes Avenue, Orlando, FL 32802
Phone: 321-235-5437 **Fax:** 407-249-4605
Email: Manuel.Soto@CityofOrlando.net

Orlando Police Department
POC: Chief Val B. Demings
Address: 100 South Hughey Avenue, Orlando, FL 32801
Phone: 407-246-2401 **Fax:** 407-246-3889
Email: val.demings@cityoforlando.net

Orange County Sheriff's Office
POC: Sheriff Jerry L. Demings
Address: 2500 W. Colonial Drive, Orlando, FL 32804
Phone: 407-254-7018 **Fax:** 407-254-7014
Email: Jerry.Demings@ocfl.net

Orange County Emergency Management
POC: Preston Cook, Director
Address: 6590 Amory Court, Winter Park, FL 32793
Phone: 407-836-9140 **Fax:** 407-836-9147
Email: preston.cook@ocfl.net

Orange County BCC
POC: Mayor Richard Crotty
Address: 201 S. Rosalind Ave
Email: mayor@ocfl.net

Osceola County Sheriff's Office
POC: Sheriff Bob Hansell
Address: 2601 E. Irlo Bronson Memorial Hwy., Kissimmee, FL 34744
Phone: 407-348-1100
Email: rhan@oceola.org

Osceola County Emergency Management
POC: David Casto, Director
Address: 320 N. Beaumont Avenue, Kissimmee, FL 34741
Phone: 407-343-7000 **Fax:** 407-343-6823
Email: dcas@osceola.org

Seminole County Sheriff's Office
POC: Sheriff Donald F. Eslinger
Address: 100 Bush Blvd., Sanford, FL 32773
Phone: 407-665-6635 **Fax:** 407-665-6654
Email: deslinger@seminolesheriff.org

Seminole County Emergency Management
POC: Alan Harris, Emergency Manager
Address: 150 Bush Blvd. Sanford, FL 32773-6179
Phone: 407-665-5017 **Fax:** 407-665-5036
Email: aharris@seminolecountyfl.gov

Volusia County Sheriff's Office
POC: Sheriff Ben F. Johnson
Address: 123 West Indiana Avenue, Deland, FL 32721-0569
Phone: 386-254-4697 **Fax:** 386-822-5074
Email: bjohnson@vcso.us

Volusia County Emergency Management
POC: Charlie Craig, Director
Address: 49 Keyton Drive, Daytona Beach, FL 32124-1069
Phone: 386-258-4088 ext. 105 **Fax:** 386-248-1742
Email: ccraig@co.volusia.fl.us

OCSO shall be advised of any changes in writing within 5 (five) business days.

VII. FINANCIAL AGREEMENTS

A. Financial and Compliance Audit Report: Recipients that expend $500,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133.

B. The Department of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of FY 2008 UASI Grant Program assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the OCSO 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.

C. Financial Status Reports are due within 30 days after the end of each calendar quarter. A report must be submitted by the Orange County Sheriff's Office for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs.

D. The Orange County Sheriff's Office will appoint the Coordinator that will submit the Categorical Assistance Progress Report to the State of Florida, Department of Community Affairs as required.

E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the participants.

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

A. The participants will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.

B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

C. This Agreement may be modified or amended only in writing and approval by all the participants.

D. This Agreement may be terminated by any participant on thirty (30) days written notice to the OCSO and the return of any and all equipment that has been received through the UASI Funding program.

E. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior MOA among the participants, written or oral, except for any executor obligations that have not been fulfilled.

F. This Agreement may be executed in several parts, each of which shall be considered a valid MOA, provided that each of the participants to the Agreement has executed at least one (1) original copy of the Agreement and has transmitted copy of the signature page hereof to the other participants.

G. This Agreement will end at the conclusion of the stated grant performance period.

SUB-GRANTEE

BY: _____

JERRY L. DEMINGS

SHERIFF OF ORANGE COUNTY

DATE: _____

APPROVED AS TO FORM AND LEGALITY

FOR THE RELIANCE OF THE SHERIFF OF

ORANGE COUNTY, FLORIDA

_____

SUB-GRANTEE ATTORNEY

PARTICIPATING AGENCY
Brevard County Sheriff's Office,
a County Constitution Office
of the State of Florida

ATTEST:

_____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM AND CORRECTNESS

_____
Participating Agency Attorney

Signature page for **Brevard County Sheriff's Office**

PARTICIPATING AGENCY

Brevard County BCC, a Political Subdivision of the State of Florida

ATTEST:

_____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM AND CORRECTNESS

_____

Participating Agency Attorney

Signature page for **Brevard County BCC**

PARTICIPATING AGENCY

The City of Kissimmee, a Municipal Corporation of the State of Florida

ATTEST:

_____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM AND CORRECTNESS

_____

Participating Agency Attorney

Signature page for **The City of Kissimmee**

PARTICIPATING AGENCY

The City of Orlando, a Municipal

Corporation of the State of Florida

ATTEST:

_____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM AND CORRECTNESS

_____

Participating Agency Attorney

Signature page for **The City of Orlando**

PARTICIPATING AGENCY

The City of St. Cloud, a Municipal Corporation of the State of Florida

ATTEST:

_____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM AND CORRECTNESS

_____

Participating Agency Attorney

Signature page for **The City of St. Cloud**

PARTICIPATING AGENCY

Lake County Sheriff's Office,

A Political Subdivision of the State of Florida

ATTEST:

_____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM AND CORRECTNESS

_____

Participating Agency Attorney

Signature page for **Lake County Sheriff's Office**

PARTICIPATING AGENCY

Lake County BCC, a Political

Subdivision of the State of Florida

ATTEST:

_____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM AND CORRECTNESS

_____

Participating Agency Attorney

Signature page for **Lake County BCC**

PARTICIPATING AGENCY

Orange County BCC, a Political Subdivision of the State of Florida

ATTEST:

_____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM AND CORRECTNESS

_____

Participating Agency Attorney

Signature page for **Orange County BCC**

PARTICIPATING AGENCY

Osceola County Sheriff's Office,

A Political Subdivision of the State

of Florida

ATTEST:

_____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM AND CORRECTNESS

_____

Participating Agency Attorney

Signature page for **Osceola County Sheriff's Office**

PARTICIPATING AGENCY

Osceola County BCC,

A Political Subdivision of the State

of Florida

ATTEST:

_____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM AND CORRECTNESS

_____

Participating Agency Attorney

Signature page for **Osceola County BCC**

PARTICIPATING AGENCY

Seminole County Sheriff's Office,

A Political Subdivision of the State

of Florida

ATTEST:

_____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM AND CORRECTNESS

_____

Participating Agency Attorney

Signature page for **Seminole County Sheriff's Office**

PARTICIPATING AGENCY

Seminole County BCC,

A Political Subdivision of the State

of Florida

ATTEST:

_____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM AND CORRECTNESS

_____

Participating Agency Attorney

Signature page for **Seminole County BCC**

PARTICIPATING AGENCY

Volusia County Sheriff's Office,

A Political Subdivision of the State

of Florida

ATTEST:

_____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM AND CORRECTNESS

_____

Participating Agency Attorney

Signature page for **Volusia County Sheriff's Office**

PARTICIPATING AGENCY

Volusia County BCC, a Political Subdivision of the State of Florida

ATTEST:

_____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM AND CORRECTNESS

_____

Participating Agency Attorney

Signature page for **Volusia County BCC**

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution Terminating a Local Agency Program (LAP) Agreement with the Department of Transportation to Construct and Fund the Fernwood Boulevard Safety Improvements (FPN: 419690-1-58-01)

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** David Martin **EXT:** 5610

MOTION/RECOMMENDATION:
Adopt a Resolution and authorize the Chairman to execute a Local Agency Program (LAP) Agreement Termination with the Florida Department of Transportation (FDOT) to cancel the Fernwood Boulevard (U.S. Highway 17/92 to Oxford Road) Safety Improvements Project. (FDOT ~ FPN: 419690-1-58-01).

District 4 Carlton D. Henley Jerry McCollum

BACKGROUND:

The Local Agency Program (LAP) Agreement for this project was approved September 23, 2008, in the amount of $120,000, to facilitate reimbursement of the cost to construct a raised and lighted mid-block crosswalk to serve the Lynx Super Bus Stop on Fernwood Boulevard. This project has been advertised twice under the County's Continuing Services Contract and the prices submitted were higher than expected each time. The first low bid received was in the amount of $158,065.44. The project scope was then modified and resulted in a low re-bid of $149,639.15. Estimates were approximately $145,000 and $130,000 respectively. Staff was preparing an open advertisement for the project when we received confirmation Lynx was in the process of moving the location of this Super Bus Stop. Based on this information, the project is no longer warranted.

The total project appropriations budget of $200,000 and a total project revenue budget of $120,000 was included in the Adopted Budget for FY 2009/10. A Budget Amendment Request will be presented at the next Board of County Commissioners meeting removing this project from the FY 2009/10 budget.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt a Resolution and authorize the Chairman to execute a Local Agency Program (LAP) Agreement Termination with the Florida Department of Transportation to cancel the Fernwood Boulevard (U.S. Highway 17/92 to Oxford Road) Safety Improvements Project (FDOT ~ FPN: 419690-1-58-01).

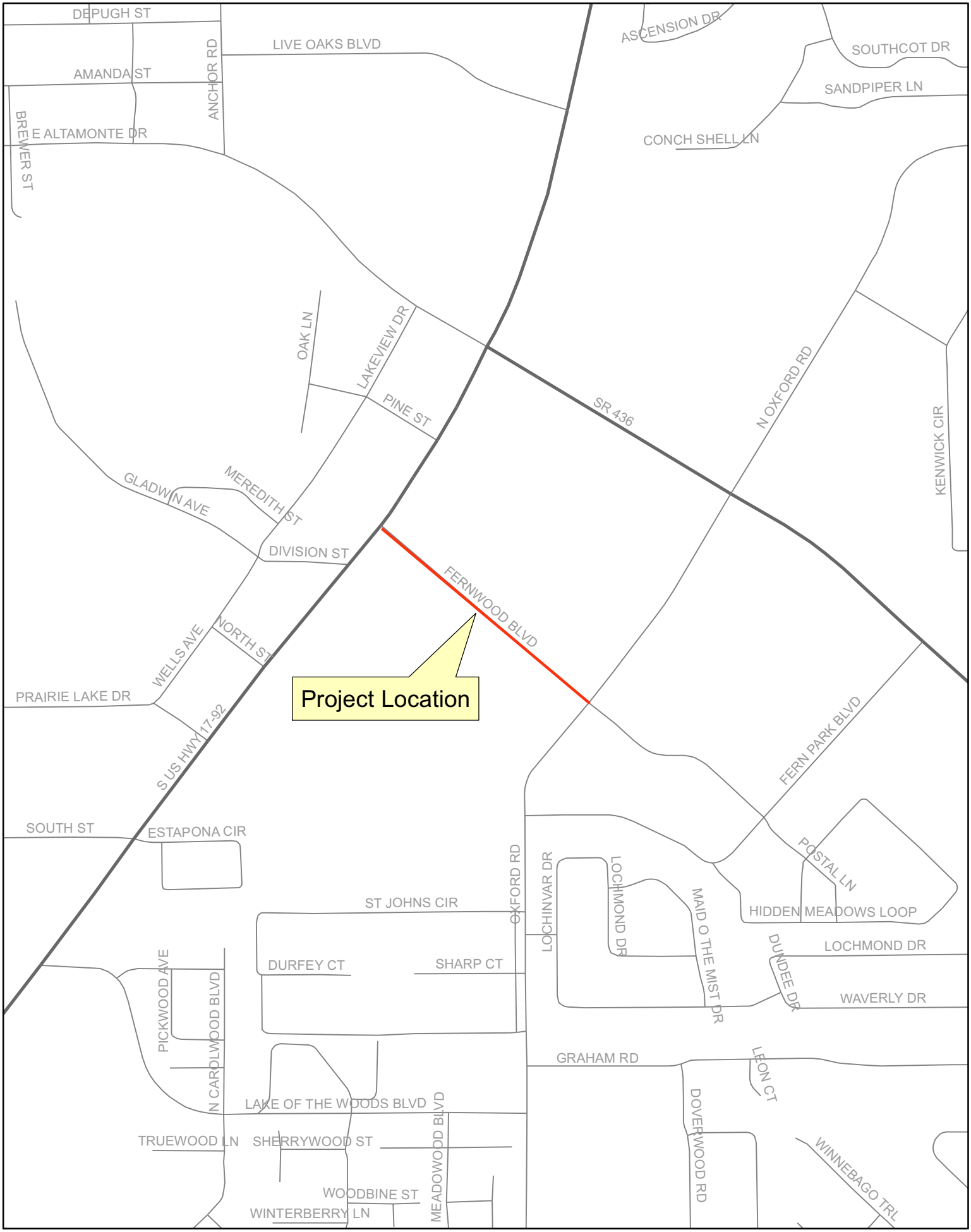
ATTACHMENTS:

1. Location Map
2. LAP Agreement Termination - Fernwood Blvd. Safety Improvements
3. LAP Agreement-Fernwood Blvd. Safety Improvements
4. Resolution

Additionally Reviewed By:

- [x] Budget Review (Fredrik Coulter, Lisa Spriggs)
- [x] County Attorney Review (Matthew Minter)
- [x] Grant Review (Jennifer Bero, Lisa Spriggs)

Fernwood Boulevard - Raised Pedestrian Crossing
Project Location



Agency: Seminole County **Vendor No.: F596-000-856-065**	**CFDA No.: 20.205** **CFDA Title: Highway Planning & Construction** **Amount: $120,000.00**	**FPN: 419690-1-58-01** **Contract No.: APB 77**

LOCAL AGENCY PROGRAM
FERNWOOD BOULEVARD (US 17/92-OXFORD ROAD) SAFETY IMPROVEMENTS

AGREEMENT TERMINATION

THIS AGREEMENT TERMINATION is made and entered into this _____ day of _____, 2009 by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an AGENCY of the State of Florida, hereinafter called the **"DEPARTMENT"** and Seminole County, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the **"LOCAL GOVERNMENT."**

W I T N E S S E T H

WHEREAS, the parties have determined that the performance of the Local Agency Program (LAP) Agreement for "Fernwood Boulevard (US 17/92 to Oxford Road) Safety Improvements" entered into between the parties on October 10, 2008 is no longer in their best interest; and

WHEREAS, neither party has performed work pursuant to the LAP Agreement, no funds have been expended, and no reimbursement is due to the LOCAL GOVERNMENT by the DEPARTMENT.

NOW, THEREFORE, in consideration of the premises, it is agreed that the above described Agreement is terminated, and that each party fully releases the other from performance or claim thereunder.

SEE Page 1A

SEMINOLE COUNTY

By: _____

Name: _____

Title: _____

Attest:

_____
(SEAL)

LOCAL GOVERNMENT Attorney:

_____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Rise' K. Wall

Title: Director of Transportation Support

Attest:

_____
Administrative Assistant

Legal Review:

_____

Agency: Seminole County **Vendor No.: F596-000-856-065**	**CFDA No.: 20.205** **CFDA Title: Highway Planning & Construction** **Amount: $120,000.00**	**FPN: 419690-1-58-01** **Contract No.: APB 77**

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

Bob Dallari, Chairman

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

As authorized for execution by the Board of County Commissioners at their October 13, 2009 regular meeting.

For Use and Reliance of Seminole County Only.
Approved as to Legal Form and Sufficiency.

County Attorney

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 419690-1-58-01	Fund: HSP	FLAIR Approp: 088796
Federal No: 4043-084-C	Org Code: 55054010508	FLAIR Obj: 790087
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
County No: 77	Contract No: APB 77	Vendor No: F596-000-856-065

Data Universal Number System (DUNS) No: 80-939-7102

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this 10th day of October, 2008 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and SEMINOLE COUNTY, 520 West Lake Mary Blvd., Suite 200, Sanford, Florida 32773 hereinafter called the Agency.

W I T N E S S E T H:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the construction of Fernwood Boulevard safety improvements and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) "A," "B," and "1" are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before July 31, 2009. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is $ 120,000 . This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;

c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event 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 staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates 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 OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

      Marianne B. Takacs, Special Projects Analyst
      Florida Department of Transportation
      719 South Woodland Boulevard, MS 4-549
      DeLand, FL 32720

   b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards <u>directly</u> to each of the following:

   Marianne B. Takacs, Special Projects Analyst
   Florida Department of Transportation
   719 South Woodland Boulevard, MS 4-549
   DeLand, FL 32720

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

      Marianne B. Takacs, Special Projects Analyst
      Florida Department of Transportation
      719 South Woodland Boulevard, MS 4-549
      DeLand, FL 32720

   b) The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   a) The Department at each of the following address(es):

      Marianne B. Takacs, Special Projects Analyst
      Florida Department of Transportation
      719 South Woodland Boulevard, MS 4-549
      DeLand, FL 32720

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time; otherwise this Agreement will be terminated at the end of such time. Suspension of this Agreement will not affect the time period for completion of the project.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable

to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such

contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's

name, and the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

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

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one $1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

By: _____
Name:
Title:

Attest: _____
Title:

As to form:

_____
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support, District 5

Attest: For _____
Title: Administrative Assistant

As to form:

_____
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

Brenda Carey, Chairman

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

LOCAL AGENCY PROGRAM AGREEMENT
Fernwood Boulevard Safety Improvements

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 419690-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Seminole County, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773

Dated 10/10/08

PROJECT LOCATION:

The project ___ is X is not on the National Highway System.

The project ___ is X is not on the State Highway System.

PROJECT DESCRIPTION:

Construction of a 22-foot wide raised pedestrian crosswalk across the east- and westbound lanes of traffic on Fernwood Boulevard from 450 feet east of US 17/92 to Oxford Road. The project will include the installation of pedestrian warning flashers, sidewalk, drainage, utilities, and ADA access. The project length is approximately 0.194 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

Invoices and Monthly Progress Reports shall be submitted on a quarterly basis to:

Vince Vacchiano, LAP Project Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) N/A Study to be completed by N/A.

b) Design to be completed by N/A.

c) Right-of-Way requirements identified and provided to the Department by N/A.

d) Right-of-Way to be certified by N/A.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

e) Construction contract to be let by N/A.

f) Construction to be completed by July 31, 2009.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

N/A

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS:	FPN:
Seminole County 520 West Lake Mary Blvd., Suite 200 Sanford, Florida 32773	419690-1-58-01

PROJECT DESCRIPTION

Name: Fernwood Boulevard Safety Improvements Length: ~ 0.194 miles

Termini: from US 17/92 to Oxford Road

TYPE OF WORK By Fiscal Year		FUNDING (1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning	2006-2007			
	2007-2008			
	2008-2009			
	Total Planning Cost			
Project Development & Environment (PD&E)				
	2006-2007			
	2007-2008			
	2008-2009			
	Total PD&E Cost			
Design	2006-2007			
	2007-2008			
	2008-2009			
	Total Design Cost			
Right-of-Way	2006-2007			
	2007-2008			
	2008-2009			
	Total Right-of-Way Cost			
Construction	2006-2007			
	2007-2008			
	2008-2009	$ 120,000.00		$ 120,000.00
	2009-2010			
	Total Construction Cost	$ 120,000.00		$ 120,000.00
Construction Engineering and Inspection (CEI)				
	2006-2007			
	2007-2008			
	2008-2009			
	Total CEI Cost			
	Total Construction and CEI Costs			
	TOTAL COST OF THE PROJECT	**$ 120,000.00**		**$ 120,000.00**

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: $ 120,000.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through state Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by State DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #APB77 Contract Type: AH Method of Procurement: G
Vendor Name: SEMINOLE COUNTY
Vendor ID: VF596000856098
Beginning date of this Agmt: 10/17/08
Ending date of this Agmt: 07/31/09
Contract Total/Budgetary Ceiling: ct = $120,000.00

****

Description: Fernwood Blvd Raised Ped Crossing Construction

****

ORG-CODE	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFDA
(FISCAL YEAR)	*BUDGET ENTITY			*CATEGORY/CAT YEAR		
AMENDMENT ID	*SEQ.	*USER ASSIGNED ID		*ENC LINE(6S)/STATUS		

****

Action: ORIGINAL Funds have been: APPROVED

55 054010508	*OM	*790087	*120000.00	*41969015801	*215	*20.205
2009	*55150200			*088796/09		
0001	*00	*		*0001/04		

TOTAL AMOUNT: *$ 120,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 10/09/2008

RESOLUTION NO. 2009 - R - _____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 13th DAY OF OCTOBER, 2009.

WHEREAS, the State of Florida Department of Transportation and Seminole County have decided not to proceed with the Fernwood Boulevard Safety Improvements from U.S. Highway 17/92 to Oxford Road; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement Termination for the aforementioned project (FDOT ~ FPN: 419690-1-58-01).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement Termination for the aforementioned project (FDOT ~ FPN: 419690-1-58-01).

ADOPTED THIS 13th DAY OF October, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

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

_____
Bob Dallari - Chairman

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Approval of a Local Agency Certification Qualification Agreement with the Florida Department of Transportation

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Jerry McCollum **EXT:** 5651

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Local Agency Certification Qualification Agreement with the Florida Department of Transportation.

County-wide Jerry McCollum

BACKGROUND:

A Local Agency Program (LAP) Certification Qualification Agreement with the Florida Department of Transportation (FDOT) was approved by the Board on April 8, 2008. The FDOT LAP Agreement Form was revised in March 2009. Therefore, representatives from the Florida Department of Transportation have requested that Seminole County approve and execute a new Local Agency Certification Qualification Agreement.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Local Agency Certification Qualification Agreement with the Florida Department of Transportation.

ATTACHMENTS:

1. Local Agency Certification Qualification Agreement

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)

LOCAL AGENCY CERTIFICATION QUALIFICATION AGREEMENT

LOCAL AGENCY Seminole County

The noted Local Agency hereby agrees to comply with the following requirements when developing all projects on and off the Federal-aid Highway System:

1. The *Local Agency Program (LAP) Manual* and all policies and guidelines promulgated by the State of Florida Department of Transportation (Department) which accomplish the policies and objectives set forth in Title 23, U.S.C., Highways and the Regulations issued pursuant thereto.

2. The overall approval authorities and conditions will be as follows:

   a. The project design will be reviewed and approved by the following State of Florida registered Professional Engineer (s).

      County Engineer
      Position Title (s) Only

   b. The hearing's findings (if required) will be reviewed and approved by the following official(s).

      Board of County Commissioners
      Position Title(s) Only

   c. The contract plans, specifications, and estimate of cost will be reviewed and approved by the following State of Florida registered Professional Engineer (s).

      County Engineer
      Position Title (s) Only

   d. Agreements will be signed by the following responsible local official(s).

      (1) Railroad — County Engineer
      Position Title (s) Only

      (2) Utility — County Engineer
      Position Title (s) Only

      (3) Consultant — County Engineer
      Position Title (s) Only

      (4) Technical Services — County Engineer
      Position Title (s) Only

   e. The award of contract will be signed by the following responsible official.

      Chairman, Board of County Commissioners
      Position Title (s) Only

f. The following person or persons will be the Disadvantage Business Enterprise (DBE) Liaison Officer, Title VI Officer, Equal Employment Opportunity(EEO)/Affirmative Action Officer, and Americans with Disabilities Act (ADA) Coordinator.
One person may serve in all three positions or a separate person in each position.

Name	Position Title	Contact Information
Jean J. Collock	EEO Officer	(407) 665-5608 / jcollock@seminolecountyfl.gov
Heidi U. Miller	Affirmative Action Officer	(407) 665-2092 / hmiller@seminolecountyfl.gov
NA		
NA		

g. All projects will be designed and constructed in accordance with the requirements of the *LAP Manual.*

h. The Contract Administration will be supervised by the following State of Florida registered Professional Engineer.

County Engineer
Position Title Only

i. Construction Administration and Material Sampling and Testing will be accomplished in accordance with the requirements of the *LAP Manual.*

3. The Local Agency agrees that it has the means to provide adequate expertise and will have support staff available to perform the functions being subdelegated. The support staff may include consultant or State services.

4. The Local Agency agrees to submit the names of the approving authorities noted in Section 2 above with each project prospectus

5. All projects under Local Agency Certification shall be available for review by the Federal Highway Administration (FHWA) and the Department at any time. All project documents shall be retained and available for inspection during the plan development and construction stages and for a three-year period following acceptance of the project by FHWA.

6. The Department's District LAP Administrator's approval of the Local Agency Certification may be rescinded at any time upon request by the Local Agency or if in the Deparment's District LAP Administrator's opinion, it is necessary to do so. The rescission may be applied to all or part of the functional areas or projects approved in the Local Agency Certification.

7. The Local Agency must receive a Recertification of Qualification after a period of three years of inactivity or at the discretion of the Department's District LAP Administrator. Failure to receive a Recertification of Qualification and/or unsatisfactory performance by the Local Agency will result in a Decertification of Qualification.

SEE PAGE 2A of 3

Mayor or Chairman or Designee Date

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

_____

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

_____

Bob Dallari, Chairman

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

_____

County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

The Local Agency is certified in the following functional areas: ☐ Planning ☐ Environmental Documentation

☐ Design ☐ Consultant Selection ☐ Bid and Award Project ☐ Construction Administration

☐ Right of Way Documentation

Approved By: _____ _____

District Secretary or Designee Date

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Traffic Signal Maintenance Covenant Between Lowe's Home Centers, Inc. and Seminole County

DEPARTMENT: Public Works **DIVISION:** Traffic Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Melonie C. Barrington **EXT:** 5676

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Traffic Signal Maintenance Covenant between Lowe's Home Centers, Inc. and Seminole County.

District 4 Carlton D. Henley Melonie C. Barrington

BACKGROUND:

The Florida Department of Transportation (FDOT) recently completed a signal warrant analysis at the intersection of US 17-92 and Prairie Lake Drive–Lowes located in the City of Casselberry. The signal warrant analysis recommended signalization of this intersection. Lowe's Home Centers, Inc. was required to install this traffic signal, which is a mast arm design that meets the typical standard signal design for Seminole County. The mast arm design is more durable and requires less maintenance over the life span of the signal.

Lowe's Home Centers, Inc. will pay Seminole County a maintenance fee at the current rate of $3,916.00 per year.

STAFF RECOMMENDATION:
Approve and authorize the Chairman to execute the Traffic Signal Maintenance Covenant Between Lowe's Home Centers, Inc. and Seminole County.

ATTACHMENTS:

1. Traffic Signal Maintenance Covenant - Lowe's Home Centers, Inc.

Additionally Reviewed By:
☑ County Attorney Review (Susan Dietrich)

TRAFFIC SIGNAL MAINTENANCE COVENANT

THIS COVENANT, made this _____ day of _____, 20____, by and between **LOWE'S HOME CENTERS, INC.**, whose address is 1605 Curtis Bridge Road, Wilkesboro, North Carolina 28697, hereinafter referred to as the "OWNER", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY".

W I T N E S S E T H:

WHEREAS, Chapter 125, Florida Statutes, grants counties broad home rule powers to perform acts in the public interest; and

WHEREAS, the OWNER and the COUNTY recognize that a need exists to develop a coordinated effort for the repair of traffic signals in order to facilitate traffic engineering and the safe and efficient flow of traffic in Seminole County; and

WHEREAS, the OWNER and the COUNTY desire to enter into a mutually beneficial relationship whereby the COUNTY will maintain on a cost basis certain traffic signals installed by the OWNER,

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed as follows:

Section 1. Responsibilities of the COUNTY.

(a) Maintenance Service. The COUNTY will provide maintenance service for a traffic signal owned or partially owned by the OWNER that has been agreed to by the COUNTY through its County Traffic Engineer. A specific listing of said traffic signal within the scope

of this Covenant is contained in Exhibit A, attached hereto and incorporated herein by reference, and hereinafter referred to as the Traffic Signal. The COUNTY will maintain the Traffic Signal to the extent of the COUNTY's capabilities (in terms of ordinary maintenance and repair) and will charge the OWNER an Annual Maintenance Fee for said services. Further, the COUNTY shall seek additional compensation from the OWNER for costs it incurs above and beyond normal routine maintenance, to include, but not be limited to: mast arms, controller and/or cabinet replacement, emergency preemption (Opticom) equipment and video and loop detection equipment. These additional costs will not exceed the actual cost to the COUNTY.

(b) Changes to Inventory of Traffic Signal Subject to this Covenant. The parties agree that the County Traffic Engineer, within his/her discretion, may acknowledge the addition of new signals to, or the subtraction of signals from, the inventory of Traffic Signals subject to this Covenant as contained in Exhibit A. As such, the OWNER may request that a traffic signal be added to or subtracted from this Covenant by making such request in writing directly to the County Traffic Engineer at the address listed in Section 7 of this Covenant. Such acceptance of responsibility for the maintenance of a new traffic signal or for the removal of a traffic signal from the inventory of Traffic Signals as contained in Exhibit A will not be effective until the OWNER receives a written notification of such acceptance from the County Traffic Engineer of addition to or removal from said inventory. The OWNER and COUNTY agree that the provisions of this Covenant

including, but not limited to, provisions regarding maintenance and costs, will be applicable to traffic signals added to or removed from the inventory of Traffic Signals subject to this Covenant.

(c) Maintenance Standards. The Traffic Signal will be maintained in accordance with the most current Manual of Uniform Traffic Control Devices promulgated by the State of Florida Department of Transportation pursuant to Section 316.0745, Florida Statutes.

(d) Request for Payment. The COUNTY agrees to send requests for payment of its Annual Maintenance Fee, as calculated in Section 3 hereof, on a yearly basis. Requests for payment of any additional charges, as outlined in section (a) above, which exceed those in Section 3 hereof, shall be billed to the OWNER as incurred by the COUNTY.

Section 2. Responsibilities of the OWNER.

(a) Payment. The OWNER agrees to pay an Annual Maintenance Fee for the services provided by the COUNTY pursuant to this Covenant, Section 1(a). Further, the OWNER shall reimburse the COUNTY for any costs the COUNTY incurs above and beyond normal routine maintenance as described in Section 1(a) of this Covenant. The OWNER also agrees to be responsible for the full cost of power required to operate the traffic signal and shall make payment directly to the appropriate power company.

(b) Time. The OWNER agrees to remit payment for each invoice rendered hereunder by COUNTY within thirty (30) days of receipt of the COUNTY's request for payment.

(c) Notice to Successors, Grantees and Assigns. OWNER shall give the COUNTY contemporaneous notice of any transfer of fee title for property served by the Traffic Signal. OWNER shall give its successors, grantees and assigns written notice of this Covenant, which shall also be executed in a form adequate for recording in the Official Public Records of Seminole County, Florida, and shall become a covenant running with the land, described more particularly herein in Exhibit B, attached hereto and incorporated herein by reference.

Section 3. Calculation of Charges.

(a) Normal Routine Maintenance. Both parties agree that the OWNER shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services.

(b) Annual Maintenance Fee Calculation.

(1) Both parties agree that the Annual Maintenance Fee shall be based on the following: the calculated total costs to maintain all of the signals in Seminole County, as documented and tracked by the computerized work management system (Mainstar), will be divided by the total number of signals in Seminole County to arrive at an average per intersection cost. This average cost will be the fee charged to the OWNER and shall be calculated each year, based on actual cost averages from the previous year. An amount equal to ten percent (10%) of the full signal maintenance cost calculated above shall be added to the amount otherwise arrived at to determine the amount to be paid by the OWNER to cover risks and other administrative obligations assumed by the COUNTY in maintaining the traffic signal.

(2) From the effective date of this Covenant, until changed, pursuant to the criteria herein, the Annual Maintenance Fee for each signal within the scope of this Covenant shall be as set forth in Exhibit A herein, and shall be increased or decreased from time to time at the request of the County Traffic Engineer with written notice to the OWNER.

Section 4. Term. This Covenant shall take effect upon execution by the COUNTY (the OWNER having signed first) and shall remain in force perpetually unless terminated as provided herein.

Section 5. Default and Remedies.

(a) It shall be a default if the OWNER fails to make any payment of costs due under this Covenant or any other sums to the COUNTY when due and does not cure such default within thirty (30) days after written notice thereof; or if the OWNER fails in the performance of any other covenant or condition of this Covenant and does not cure such other default within thirty (30) days after written notice from the COUNTY specifying the default complained of unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the OWNER shall have such time as is reasonably necessary to remedy the default provided that said OWNER promptly takes and diligently pursues such actions as are necessary.

(b) In the event of a default by the OWNER, the COUNTY shall have the right, at its option, in addition to and not exclusive of any other remedy the COUNTY may have by operation of law, without any

further demand or notice, to terminate this Covenant, in which event the OWNER shall immediately pay the COUNTY a sum of money equal to the total of: (1) the amount of any unpaid costs per this Covenant accrued through the date of termination; and (2) any other amount necessary to compensate the COUNTY for all costs, damages, expenses, fees, charges, or detriment proximately caused by the OWNER's failure to perform its obligations under this Covenant.

(c) If suit shall be brought by the COUNTY for the recovery of any costs due under this Covenant or any other amount due under the provisions of this Covenant, or because of the breach of any other covenant, the OWNER shall pay to the COUNTY any and all expenses incurred therefore, including, but not limited to, reasonable attorney fees. If the COUNTY is represented by the County Attorney's Office, then the COUNTY may recover fees based upon prevailing market rates in private practice, irrespective of actual salaries paid by the COUNTY.

Section 6. Termination of the Covenant. Without impairing its right to receive OWNER's payments already due, the COUNTY may terminate this Covenant (1) at any time by giving the OWNER thirty (30) days written notice thereof; or (2) by any method as set forth in Section 5 of this Covenant.

Section 7. Notices.

(a) Notice hereunder from one party to the other may be sent to:

For COUNTY:

Seminole County Traffic Engineer
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For OWNER:

Lowe's Home Centers, Inc.
1605 Curtis Bridge Road
Wilkesboro, North Carolina 28697

Any party may change, by written notice as provided herein, its addresses or persons designated for receipt of notices.

(b) For the purpose of annual budgeting, the COUNTY will submit a written notice to the OWNER by March 1st of each year for all charges provided herein, to the extent they can be anticipated from prior years' charges.

Section 8. Representations. The undersigned persons signing on behalf of the OWNER represents that (s)he is the designated officer or general partner acting for the OWNER; 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 OWNER to the terms and conditions contained in this Covenant.

Section 9. Severability. If any provision of this Covenant or the application thereof to any person or circumstance is held invalid, it is the intent of the parties that the invalidity shall not affect other provisions or applications of this Covenant which can be given

effect without the invalid provision or application, and to this end the provisions of this Covenant are declared severable.

Section 10. Entire Agreement.

(a) The entire agreement of the parties is contained herein and this Covenant 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 Covenant shall be valid only when expressed in writing and duly signed by all parties, except as provided in Section 3.

Section 11. Governing Law. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Covenant. Jurisdiction and venue for any civil legal action in connection herewith shall lie only in the Eighteenth Judicial Circuit Court of the State of Florida, in and for Seminole County and for Federal legal actions, jurisdiction and venue shall be in the United Stated District Court, Middle District of Florida, Orlando Division.

Section 12. Parties Bound. This Covenant is binding upon and shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the land.

Section 13. Conflict of Interest.

(a) The OWNER 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 Covenant with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The OWNER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or capital stock) either directly or indirectly, in the OWNER, and that no such person shall have any such interest during the term of this Covenant.

(c) The OWNER shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

[Balance of this page has been left intentionally blank; attestations on page 10 of 10]

IN WITNESS WHEREOF, the parties have executed this Covenant as of the day and year first above written.

ATTEST:

Jeffrey E. Gray, Secretary

Jeffrey E. Gray
Assistant Secretary

LOWE'S HOME CENTERS, INC.

By: Kevin D. Bennett, ~~President~~

Kevin D. Bennett
Vice President

STATE OF North Carolina)

COUNTY OF Wilkes)

The foregoing instrument was acknowledged before me this 28th day of August, 2009, by Kevin D. Bennett and Jeffrey E. Gray, as Vice President and Secretary respectively of Lowe's Home Centers, Inc., 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 Lowe's Home Centers, Inc..

AMANDA T WYATT
Notary Public, North Carolina
Wilkes County
My Commission Expires
April 24, 2010

[NOTARY SEAL]

Amanda T. Wyatt
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.
Approved as to form and
legal sufficiency.

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

_____
County Attorney

SED/lpk
7/8/09
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Attachments:
Exhibit A - Listing of Traffic Signal
Exhibit B - Parcel Identification Number

EXHIBIT "A"

SEMINOLE COUNTY - LOWE'S HOME CENTERS, INC.
TRAFFIC SIGNAL MAINTENANCE COVENANT

The traffic signal(s) covered by this AGREEMENT are located at the following intersections:

1. US 17-92 / Lowe's - Prairie Lake Drive

Date: July 2009

VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS

The following charges for the Annual Maintenance Fee under Section 3 of this Agreement shall be as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this AGREEMENT and to be invoiced annually shall be $3,916.00 per signal.

US 17-92/Lowe's - Prairie Lake Drive
Exhibit "B"

NORTH

SECTION 17 TWP 21 RANGE 30

LEGAL DESCRIPTION

SEC 17 TWP 21S RGE 30E BEG SW COR SEC 17 RUN N 01 DEG 29 MIN 26 SEC W 271.86 FT N 51 DEG 45 MIN 45 SEC W 175.07 FT N 68 DEG 47 MIN 01 SEC W 24 FT S 85 DEG 14 MIN W 24 FT N 38 DEG 14 MIN 15 SEC E 88.79 FT S 08 DEG 45 MIN 40 SEC E 24 FT S 34 DEG 44 MIN 29 SEC E 24 FT S 51 DEG 45 MIN 45 SEC E 149.50 FT N 38 DEG 14 MIN 15 SEC E 198.40 FT S 48 DEG 50 MIN 29 SEC E 169.79 FT N 41 DEG 09 MIN 38 SEC E 34.07 FT S 48 DEG 50 MIN 29 SEC E 162.33 FT S 41 DEG 09 MIN 31 SEC W 236.13 FT S 48 DEG 50 MIN 29 SEC E 168.16 FT W 365.34 FT TO BEG

SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE	US 17-92/ Lowe's - Prairie Lake Drive Traffic Signal Maintenance Agreement	Seminole County Traffic Engineering 140 Bush Loop Sanford, Florida 32773 Phone (407) 665-5677 FAX (407) 665-5623 June 2009

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Brinker property

DEPARTMENT: County Attorney's Office **DIVISION:** Property Acquisition

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
Approve and execute purchase agreement relating to Parcel Numbers 123/823 of the road improvement project for Chapman Road, for $35,200.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to this parcel.

District 1 Bob Dallari Robert A. McMillan

BACKGROUND:
see attached

STAFF RECOMMENDATION:

Staff recommends that the Board approve and execute the purchase agreement relating to Parcel Numbers 123/823 of the road improvement project for Chapman Road, for $35,200.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to this parcel.

ATTACHMENTS:

1. Brinker property

Additionally Reviewed By:
No additional reviews

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney MGM

FROM: Neil Newton, Major Project Acquisition Coordinator NN

CONCUR: Antoine Khoury, P.E./Assistant County Engineer AIK 9-22-09

DATE: September 21, 2009

SUBJECT: Purchase Agreement Authorization
Owner: Bonita G. Brinker
Parcel Nos.: 123/823
Chapman Road

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel Nos. 123/823. The parcel is required for the Chapman Road improvement project. The purchase price is $35,200.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to this parcel.

I THE PROPERTY

A. Location Data

The subject property is located on the north side of Chapman Road, west of Westminster Terrace within Seminole County, Florida.

1. Purchase Agreement (Exhibit 1)
2. Location Map (Exhibit 2);

B. Address

850 W. Chapman Road
Oviedo, Florida 32765

C. Description

The parent tract is a 13.231 acre site, irregular in shape. The property is improved by a rock/gravel driveway.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No.: 2008-R-140 on June 10, 2008, authorizing the acquisition of Parcel Nos. 123/823, and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

III ACQUISITION/REMAINDER

The fee taking for the roadway project contains 1,400 square feet, identified as Parcel 123. Improvements in the fee taking include a rock/gravel driveway. The perpetual drainage easement, identified as Parcel 823, contains 4,000 square feet.

IV APPRAISED VALUE

The County's appraised value amount is $18,500.00. Clayton, Roper & Marshall, Inc. prepared the County's appraisal and the County's review appraiser, Mark Sawyer, MAI with HDR Engineering, Inc., approved the report.

V BINDING OFFER/NEGOTIATIONS

On June 9, 2009, the BCC authorized a binding written offer at $24,000.00. Thereafter, County staff, through its acquisition consultant, negotiated this proposed purchase agreement settlement with the owner to purchase the needed property for $35,200.00.

Settlement of this matter by acceptance of the property owner's proposal will reduce the potential expenses and compensation that the County may incur if the offer is rejected and the County elects to implement condemnation to acquire the property.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

This proposed settlement amount, although $11,200.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. The owner is represented by an attorney and the negotiated amount is inclusive of all fees and costs. If this property proceeds to condemnation, litigation costs and appraisal and expert costs will have to be paid by the County. These costs would easily exceed the difference in additional settlement funds proposed to be paid.

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of $35,200.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to this parcel.

NN/lpk

Attachments:
Exhibit 1 - Purchase Agreement
Exhibit 2 - Location Map

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Exhibit 1

Chapman Road
Parcel Nos 123/823
Bonita Brinker

PURCHASE AGREEMENT
FEE SIMPLE / PERPETUAL DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS EASEMENT is made and entered into this ____ day of _____, 2009, by and between BONITA G. BRINKER, whose address is 850 West Chapman Road, Oviedo, Florida 32765, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, the COUNTY requires the hereinafter described property for construction and maintenance of an authorized road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTIONS
PARCEL NO. 123 **CHAPMAN ROAD**
FEE SIMPLE

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21, A DISTANCE OF 5309.36 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 137, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE NORTH 00°04'22" EAST ALONG SAID WEST LINE, A DISTANCE OF 35.00 FEET; THENCE SOUTH 89°44'12" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF LOT A OF HORSESHOE FARMS AS RECORDED IN PLAT BOOK 17, PAGES 77; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE AND A PROJECTION OF THE WEST LINE OF SAID LOT A, A DISTANCE OF 35.00 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE;

THENCE NORTH 89°44'12" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21 AND THE POINT OF BEGINNING.

CONTAINING 1,400 SQUARE FEET OR 0.032 ACRES, MORE OR LESS.

AND

PARCEL NO. 823 **CHAPMAN ROAD**
PERPETUAL DRAINAGE EASEMENT

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21, A DISTANCE OF 5309.36 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 137, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°44'12" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE WEST LINE OF LOT A OF HORSESHOE FARMS, AS RECORDED IN PLAT BOOK 17, PAGES 77; HAVING A BEARING OF SOUTH 00°04'22" WEST; THENCE RUN NORTH 00°04'22" EAST ALONG SAID PROJECTED WEST LINE OF LOT A, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21; THENCE NORTH 00°04'22" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°44'12" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT A; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE OF SAID LOT A, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,000 SQUARE FEET OR 0.092 ACRES, MORE OR LESS.

Parcel I.D. Number: 21-21-31-300-014A-0000

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above-described property by Warranty Deed on Parcel No. 123, free of liens and encumbrances, and by Perpetual Drainage Easement on Parcel No. 823 unto COUNTY for the sum of THIRTY-FIVE THOUSAND AND TWO HUNDRED NO/100 DOLLARS ($35,200.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. OWNER agrees to execute a Perpetual Drainage Easement. See Exhibit A, attached, Perpetual Drainage Easement.

(b) COUNTY shall be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and the OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

(a) COUNTY shall pay to the Trust Account of OWNER's attorney, Lowndes, Drosdick, Kantor & Reed, P.A., the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. OWNER's attorney shall be responsible for the proper disbursement of those funds. The OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY's closing agent that a closing is ready to occur.

(b) COUNTY shall pay to the OWNER the sum as described in Item II. above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the COUNTY's designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY's closing agent that a closing is ready to occur.

(c) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing on this purchase. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith.

During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in the normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(d) Any and all encroachments existing upon the property other than those improvements included in the purchase price are to be removed at the expense of the OWNER prior to closing.

(e) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(f) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.

(g) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(i) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY, this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER, may however, assert OWNER's rights against other claimants in apportionment proceedings.

(j) The OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(k) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(l) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY, which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective name on the date first above written.

WITNESSES:

Alice Faye H. Sprowl
SIGNATURE

ALICE FAYE H. SPROWL
PRINT NAME

Brendan Lynch
SIGNATURE

BRENDAN LYNCH
PRINT NAME

PROPERTY OWNER:

Bonita G. Brinker
BONITA G. BRINKER

ADDRESS: 850 West Chapman Road
Oviedo, Florida 32765

ATTEST:

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

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

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:
BOB DALLARI, Chairman

Date:

As authorized for execution by the Board of of County Commissioners at its _____, 2009, regular meeting.

NN/lpk
9/10/09
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Exhibit "A" – Perpetual Drainage Easement

PARCEL NO. 823
PERMANENT DRAINAGE EASEMENT
CHAPMAN ROAD
BONITA G. BRINKER

EXHIBIT A

THIS INSTRUMENT PREPARED BY:
NEIL NEWTON, MAJOR PROJECT ACQUISITION COORDINATOR
COUNTY ATTORNEY'S OFFICE
1101 E. FIRST STREET
SANFORD, FL 32771

PERPETUAL DRAINAGE EASEMENT

THIS PERMANENT DRAINAGE EASEMENT is made and entered into this _____ day of _____, 2009, by and between BONITA G. BRINKER, whose address is 850 West Chapman Road, Oviedo, Florida 32765, hereinafter referred to as the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTEE.

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns an exclusive, perpetual and permanent easement and right-of-way for drainage and access purposes, with full authority to enter upon, excavate, construct and to maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of a drainage canal, pipes, ditches, detention, percolation or disposal areas or any combination thereof, together with appurtenant drainage structures, over, under, upon, across and through the following-described lands situate in the County of Seminole, State of Florida, to-wit:

PARCEL NO. 823 **CHAPMAN ROAD**
PERPETUAL DRAINAGE EASEMENT

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21, A DISTANCE OF 5309.36 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 137, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°44'12" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE WEST LINE OF LOT A OF HORSESHOE FARMS, AS RECORDED IN PLAT BOOK 17, PAGES 77; HAVING A BEARING OF SOUTH 00°04'22" WEST; THENCE

Not for Execution

RUN NORTH 00°04'22" EAST ALONG SAID PROJECTED WEST LINE OF LOT A, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21; THENCE NORTH 00°04'22" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°44'12" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT A; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE OF SAID LOT A, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,000 SQUARE FEET OR 0.092 ACRES, MORE OR LESS.

Parcel I.D. Number: 21-21-31-300-014A-0000

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

THE GRANTEE hereby accepts this Perpetual Drainage Easement subject to the terms stated herein.

THE GRANTEE herein and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the drainage or any structures installed thereon by the GRANTEE and its assigns, and the GRANTOR, her successors and assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said right-of-way that may interfere with the excavation, operation or maintenance of the drainage or any structures installed thereon.

IN CARRYING OUT the maintenance activity specified in this Perpetual Drainage Maintenance Easement, GRANTEE shall exercise reasonable care not to impair the stability or lateral support of GRANTOR's driveway located on the above described maintenance easement area. If GRANTEE damages the GRANTOR's driveway located adjacent to the above described easement area during the course of or due to GRANTEE's maintenance activity in this easement area, then GRANTEE shall restore the driveway to an undamaged condition. GRANTOR reserves the rights of ingress, egress and utilities to service GRANTOR's property.

GRANTOR does hereby covenant with the GRANTEE, that she is lawfully seized and possessed of the real estate above described, that she has a good and lawful right to convey the said easement and that it is free from all encumbrances.

Not for Execution

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals, the day and year first above written.

WITNESSES:

_____
SIGNATURE

_____
PRINT NAME

_____
SIGNATURE

_____
PRINT NAME

PROPERTY OWNER:

_____
BONITA G. BRINKER

ADDRESS: 850 West Chapman Road
Oviedo, Florida 32765

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that, on this _____ day of _____, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Bonita G. Brinker, who is personally known to me or who has produced _____ as identification. She has acknowledged before me that she has executed the foregoing instrument.

_____
Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

ATTEST:

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

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

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BOB DALLARI, Chairman

Date:_____

As authorized for execution by the Board of County Commissioners at its _____, 2009, regular meeting.

NN/DGS/dre
9/16/09
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Not for Execution

CHAPMAN ROAD

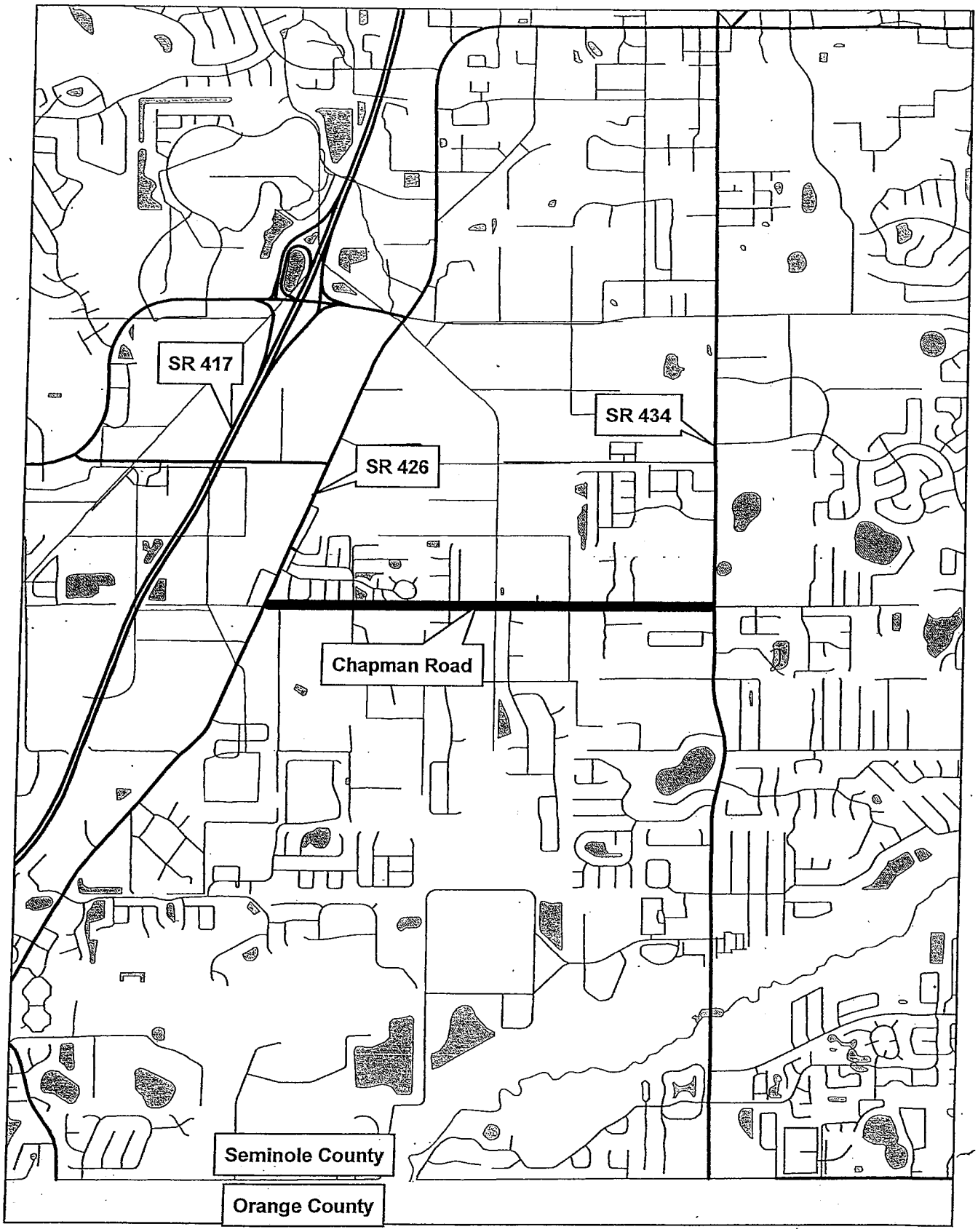


Exhibit 2

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure & Payroll Approval Lists; BCC Minutes; Clerks' 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 August 31 and September 8, 14 and 21, 2009; approval of Payroll Approval Lists dated September 3 and 17, 2009; approval of BCC Official Minutes dated September 9 and 22, 2090; Clerk's "Received and Filed" - for information only.

County-wide Susan Krause

BACKGROUND:
Clerk's Report 10/13/09 attached.

STAFF RECOMMENDATION:
Staff recommends Board approval of Expenditure Approval Lists dated August 31 and September 8, 14 and 21, 2009; approval of Payroll Approval Lists dated September 3 and 17, 2009; approval of BCC Official Minutes dated September 9 and 22, 2090; Clerk's "Received and Filed" - for information only.

ATTACHMENTS:

1. Clerk's Report 10-13-09

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: **Expenditure & Payroll Approval Lists; BCC Minutes; Clerk's Received and Filed; and Clerk's Briefing**

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Susan Krause **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 10-13-2009 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists
Approval of BCC Official Minutes

BACKGROUND:

1. Expenditure Approval Lists dated August 31 and Sept. 8, 14 and 21, 2009; and Payroll Approval Lists dated Sept. 3 and 17, 2009
2. BCC Official Minutes dated Sept. 9 and 22, 2009
3. Clerk's "Received and Filed" - for information only
4. Clerk's Briefing

Reviewed by:
Co. Att_____
OMB_____
Other_____
DCM_____
CM_____

CLERK'S REPORT
CLERK'S BRIEFING
OCTOBER 13, 2009

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated August 31, September 8, 14 and 21, 2009; and Payroll Approval Lists dated September 3 and 17, 2009, presented.

ACTION REQUESTED: Motion approving same.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated September 9 and 22, 2009.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only

1. Copy of letter to Ed Furey advising he was reappointed to the Value Adjustment Board for another one-year term ending January 1, 2011.

2. Executed Resolution #2009-R-96 approved by the Board on June 9, 2009.

3. Change Order #1 to Work Order #39 for CC-1075-06.

4. Work Order #4 to PS-1666-07.

5. Closeout of Work Order #20 to CC-1284-06.

6. Change Order #2 to Work Order #37 for CC-1075-06.

7. Change Order #2 to Work Order #30 for CC-1075-06.

8. Work Order #5 to CC-3321-08.

9. Notice from the Public Service Commission regarding Docket No. 080366-GU, petition for rate increase by Florida Public Utilities Company.

10. Change Order #2 to CC-4192-09.

11. Amendment #1 to Work Order #2 for PS-2825-07.

12. Change Order #2 to Work Order #2 for CC-2183-07.

13. Amendment #1 to Work Order #66 for PS-5120-02.

14. Copy of memorandum to Ann Colby from David G. Shields, County Attorney's Office, regarding Basic Services Agreement Request for Nutmeg Farms, Inc./Brookmore Farms, Inc.

15. Copy of e-mail dated Sept. 3, 2009, from Bruce McMenemy to Cindy Coto, Joseph Forte, and Frank Raymond regarding the purchase of hand sanitizers.

16. Copy of e-mail dated Sept. 4, 2009, from Frank Raymond to Joseph Forte, Bruce McMenemy and Cindy Coto regarding hand sanitizers (with attachments).

17. Development Orders as follows: Scott W. & Holly H. Gosney and William W. & Regina Partin, Lot 2, Baker Avenue; Jiann S. Wang & Yvonne Franke, 624 Tuskawilla Point Lane; David & Nouridjan Kiswani Life Est., 3900 Wimbledon Dr.; 100 East Faith LLC, 100 East Faith Ter.; George V. & Dina Carroll, 3536 Halegate Court; Colleen A. Kelly, 2737 Cahill Way; Vartkes V. & Sona Garabedian, 2803 Willow Bay Terrace; Arleigh B. & Diane R. Baker, 113 Brantley Harbor Dr.; Dawn C. & Jason W. Sipley, 1174 Lake Lucerne Cir.; Zack Inv-Casselbery LLC, 289 Lyman Road; FKJ LLC, 1940 Howell Branch Road; Jeffrey & Michele Wallace, 5070 Nolan Road; Gerald Cox, 110 North Central Street; Dora Schoepflin, 601 East Citrus Street; Scott and Marcy Byers, 3301 Foxcroft Circle; and Zenaida Arrietta & Maria Martinez, 1049 Reading Court.

18. Work Order #4 to PS-2051-07.

19. Work Order #34 to PS-1501-06.

20. Work Orders #1, #2, #3 and #4 to PS-4572-09.

21. Copy of e-mail dated Sept. 8, 2009, from Bruce McMenemy to Frank Raymond regarding Purchasing Card Agreements.

22. Copies of e-mails from Bruce McMenemy, from Frank Raymond, and Joseph Forte dated September 3 and 4, 2009, regarding hand sanitizers.

23. Copy of e-mail dated Sept. 8, 2009, from Bruce McMenemy to Frank Raymond, Joseph Forte and Cindy Coto regarding hand sanitizers.

24. Amendment #1 to Work Order #1 for PS-5138-03.

25. Parks Contracts for Services with the following: George Quinones; Joe Santora; Cera Smith; James R. Stiles, Jr.; Geri Terito; Jeffery S. Terito; Lynn M. Terito; Salvador Trejo; Peter Velasquez; Richard John Vazquez; Christopher R. Walker; John J. Wiley; Robert S. Young; Vincent Bavaro; Lenon Anderson; Jared Boop; Julie Boop; Karen Fay; Sandra Field; Sheena Fosselius; Russ Gorman; Clyde Graham; Joel Lipscomb; John Marzullo; Angel O. Marrero; and Donald E. McCoy.

26. Jobs Growth Incentive Program Agreement with The Father's Table, LLC, as adopted by the Board on June 9, 2009.

27. Jobs Growth Incentive Program Funding Agreement with the City of Sanford for the Father's Table, LLC, as adopted by the Board on June 9, 2009.

28. Work Order #26 to CC-1284-06.

29. Amendment #3 to RFP-4258-05.

30. Copies of e-mails (with attachments) from Bruce McMenemy and Joseph Forte dated Sept. 11, 2009, regarding termination of County employee/Melissa Dobson.

31. Cash Maintenance Bond and Escrow Agreement for Terracina at Lake Forest, Ph. 2a & 3, in the amount of $12,984.97.

32. Amendment #3 to Work Order #1 for PS-2108-07.

33. Closeout of CC-0256A-06.

34. Work Orders #31 and #32 to CC-1741-07.

35. Amendment #4 to Work Order #24 for PS-0381-06.

36. Work Order #35 to PS-1501-06.

37. Litigation Consultant Services Agreement with Gerson, Preston, Robinson & Company, P. A.

38. Copies of e-mails from Frank Raymond and Bruce McMenemy dated Sept. 15 and 16, 2009, regarding the return of 500 cases of hand sanitizers (with attachments).

39. Copy of e-mail dated Sept. 15, 2009, from Cindy Coto and Bruce McMenemy regarding food purchases and CALNO meeting.

40. Parks Contracts for Services for the following: Lisa Cilfone; Cathleen Davis; Ronaly K. Moyer, Jr.; Peter Gillich; Danny Ousley; Timothy D. Campbell; Christopher Canone; Clifford Franke; Jennifer Kaiser; Joseph A. LaRosa; John Parisi; German Rivera; Michael Rodriguez; Frank L. Rogers; Gerald S. Ryder; and Luis A. Santiago.

41. Assistant and Associate Tennis Pro Agreement with Mahmood Almontaser.

42. Amendments #2 to Term Contracts IFB-600319-08 with Sunstate Meter & Supply, Inc. and Ferguson Waterworks.

43. Change Order #1 to CC-3709-08.

44. Change Order #1 to CC-3822-08.

45. Amendment #1 to Work Order #5 for RFP-3261-08.

46. Work Orders #65 and #67 to PS-1074-06.

47. First Amendment to Term Contract IFB-600612-09 with Integrated Telecommunication Systems, Inc.

48. Amendment #2 to Work Order #33 for PS-1529-06.

49. Amendment #2 to Work Order #1 for PS-4053-08.

50. Change Order #1 to Work Order #5 for CC-2184-07.

51. Change Order #3 to Work Order #3 for CC-2183-07.

52. Change Order #2 to CC-3220-08.

53. Work Order #66 to PS-1074-06.

54. Work Order #3 to PS-2825-07.

55. Amendment #2 to Work Order #30 for PS-0281-06.

56. Work Order #94 to PS-5150-03.

57. Parks Contracts for Services for the following: Eddie Rodriguez; Tracy Y. Morgan; Peter L. Theoret, Inc.; Dale Moore; Jilliam Parisi; James Peters; Margaret Schavemaker; James L. Speake, Jr.; Marie Luise Tims; Virginia Toledo; Antonio Vaziri; Vincent Bavaro; Ron Coleman; David Crosby; Adrienne Dienst; Karen Fay; Abigail Feldman; Ken Gross; Sharon Gross; DeWitt Hazzard; and Thomas Luther.

58. Change Order #2 to Work Order #6 for CC-2183-07.

59. Letter of acceptance of water and sewer systems and Bill of Sale for Terracina at Lake Forest, Ph. 2a & 3.

60. Amendment #1 to Work Order #5 for CC-1742-07.

61. Work Order #75 to PS-5120-02.

62. Memorandums from Doris-anne Freeman, City Clerk Department, Altamonte Springs, regarding partial abandonment of Marker Street right-of-way and

annexation of parcels for owner, Adventist Health System Sunbelt Healthcare Corporation.

63. Litigation Consultant Services Agreement with Constance M. Covert.

64. Special Warranty Deed with St. Luke's Evangelical Lutheran Church, Inc. of Slavia, Florida, regarding Chapman Road.

65. Bids as follows: CC-4847-09 and CD; RFP-600705-09; RFI-600717-09; RFQ-600746-09; IFB-600613-09; CC-4864-09 and CD; DB-4550-09 and CD; and CD of RFP-4532-09.

III. **CLERK'S BRIEFING**

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Appropriation of Revenues and Expenses - 2009 Edward Byrne Memorial/Justice Assistance Grant Program Award

DEPARTMENT: Sheriff's Office **DIVISION:**

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Penny J. Fleming **EXT:** 6617

MOTION/RECOMMENDATION:
Approval of the attached Budget Amendment Request, recognizing $63,080.00 in additional FY 2009/10 Edward Byrne Memorial/Justice Assistance Grant revenues and correspondingly increasing the Sheriff's FY 2009/10 budget by an equivalent amount.

County-wide Penny J. Fleming

BACKGROUND:

On 6/23/09 Item #62 - FY 2009 Edward Byrne Memorial/Justice Assistance Grant - was approved for the Sheriff's Office to execute and submit grant application to the US Department of Justice, Edward Byrne Memorial/Justice Assistance Grant (JAG) Program.

The Sheriff's Office application has been approved by the Department of Justice for the SCSO UCF research project in the amount of $63,080. The Sheriff's Office plans to utilize these funds to enter into a contract with UCF College of Criminal Justice to conduct a research project on our juvenile program efficiencies and recidivism. The project would perform a longitudinal study that would make a comparison of the programs being used by our juveniles for the past five to seven years and make some determinations as to the effectiveness of the programming and the likelihood of successful termination from probation or conditional release. The study would also look for factors that may suggest recidivism. There is no match or additional positions required for these funds.

ATTACHMENTS:

1. BAR 10-06 Edward Byrne Grant Award

Additionally Reviewed By:

- [x] Budget Review (Betty Newton, Lisa Spriggs)
- [x] Revenue Review (Cecilia Monti, Lisa Spriggs)

2009-R- **BUDGET AMENDMENT REQUEST**

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Sheriff's Office**
Fund(s): General Fund FY09/10

FS Recommendation	
Betty Newton	9/28/09
Analyst	Date
Budget Mgr	Date
Director	Date
10-06	9/28/09
BAR	Date

PURPOSE: Edward Byrne Memorial Justice Assistance Award

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
00100-331224	2009-DJ-BX-0097	Sheriff-Federal Grants	63,080
Total Sources			**63,080**

Uses:

Account Number	Project #	Account Title	Amount
00100-021000-590963.220	2009-DJ-BX-0097	Sheriff's – Personal Svc.	17,045
00100-021000-590963.221	2009-DJ-BX-0097	Sheriff's – Operating Exp.	42,407
00100-021000-590963.222	2009-DJ-BX-0097	Sheriff's - Capital	3,628
Total Uses			**63,080**

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:_____
Robert Dallari
Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Law Enforcement Trust Fund Expenditure – Contribution to Seminole County 2009 Red Ribbon Campaign

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 $2,000.00 from the Law Enforcement Trust Fund to provide for a contribution to the 2009 Seminole County Red Ribbon Campaign.

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 $2,000 to provide funding for the 2009 Red Ribbon Campaign. Participants in the 2009 campaign include public and private schools, businesses, churches, civic organizations and governmental agencies within Seminole County. This request is a public awareness benefit in support of drug and alcohol prevention programs. The 2009 Red Ribbon Campaign is targeted for October 22 through the 29th for activities, events and special programs featuring drug and alcohol free themes. Providing funding in the amount of $2,000.00 will financially assist the campaign with expenses incurred in the purchase of red wrist bands for the school children of Seminole County, local businesses and the community at large. These red wrist bands are worn by students and adults to heighten awareness of the danger of illegal/legal drug and alcohol 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 $132,299.

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Law Enforcement Trust Fund Expenditure – Contribution to Habitat for Humanity.

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 $5,000.00 from the Law Enforcement Trust Fund to provide for a contribution to Habitat for Humanity in Seminole County.

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 $5,000 to provide for a financial contribution to Habitat for Humanity in Seminole County. Habitat for Humanity is a non-profit organization that builds houses with low income families. Through volunteer labor and tax deductible donations of money, materials and land, Habitat for Humanity is able to build simple, decent and affordable homes. These homes are then sold to low income families at no profit, financed with affordable, no interest loans. The homeowner's monthly mortgage payment are placed into a revolving Fund for Humanity that is used to build more houses. As of this date Habitat for Humanity in Seminole County has built 71 homes.

The Sheriff's Office supports the mission of Habitat for Humanity. The Habitat for Humanity program assists with reducing area homelessness and provides low income at-risk children and their parents with decent affordable housing making them less likely to commit a crime or become a victim of crime.

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 $130,299.

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Help America Vote Act: Federal Election Activities - Certificate of Matching Funds

DEPARTMENT: Supervisor of Elections **DIVISION:**

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Michael Ertel **EXT:** 0

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Certificate Regarding Matching Funds contained within the Memorandum of Agreement between the Florida Department of State and the Seminole County Supervisor of Elections; and authorize BAR 10-02 for the grant proceeds.

County-wide Michael Ertel

BACKGROUND:

The Florida Department of State received in allocation of $300,000.00 for distribution to eligible Supervisor of Elections throughout the state for assistance with funding federal election activities. Funds are distributed based upon the number of registered voters in each county as of the 2008 General Election.

The amount allocated to Seminole County is $46,113.88. The grant stipulates that the Board must approve for the Chairman to execute a Certificate Regarding Matching Funds certifying the Board will provide matching funds equal to 15%, which for Seminole County is $6,917.08. The match will be funded by the Supervisor of Elections current fiscal year budget.

STAFF RECOMMENDATION:
The Supervisor of Elections recommends that the Board approve and authorize the Chairman to execute the Certificate Regarding Matching Funds contained within the Memorandum of Agreement between the Florida Department of State and the Seminole County Supervisor of Elections; and authorize BAR 10-02 for the grant proceeds.

ATTACHMENTS:

1. Agreement and Certificate for Match
2. Request from the SOE
3. BAR #10-02 SOE Election Grant

Additionally Reviewed By:
☑ Budget Review (Betty Newton, Lisa Spriggs)

MEMORANDUM OF AGREEMENT

RECEIPT AND USE OF HAVA FUNDS
FOR FEDERAL ELECTION ADMINISTRATION ACTIVITIES

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, and The Honorable Michael Ertel, Supervisor of Elections ("Supervisor") on behalf of Seminole County, 1500 East Airport Boulevard, Sanford, Florida 32773-6808. This agreement is effective as of the date fully executed by the parties.

I. Governing Law

The Department is authorized pursuant to specific appropriation 3062 of the 2009-2010 General Appropriations Act (see section 6, chapter 2009-081, Laws of Florida), to disburse a total of $2,000,000 from the Grants and Donations Trust Fund to the county supervisors of elections for the fiscal year 2009-2010 ("FY 2009-10 funds"). This appropriation is made available through section 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401, Help America Vote Act Requirements Payments (**Attachment A**) for improving the administration of federal elections.

II. Scope of Use and Restrictions

The FY 2009-10 funds are to be used for federal election administration activities as also further specified in **Attachment A.** The Supervisor must comply with all terms herein.

- The FY 2009-10 funds shall be used only as set forth in paragraph 1 of **Attachment A** and in a manner consistent with the provisions of HAVA. These funds shall be used to support election activities related only to federal elections (that is, elections in which a federal candidate is on the ballot). If any of these funds are used for an election in which a federal candidate is not on the ballot, the cost must be pro-rated for the portion of the expenditure that is allocable to a federal election. These funds shall not be used to support state or federal lobbying activities but this does not affect the right, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.
- Prior to receiving FY 2009-10 funds, the Supervisor must first submit in accordance with paragraph 2 of **Attachment A**: 1) A detailed plan for use of the funds, 2) Certification from the county governing body to provide matching funds, and 3) Certification form regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions. Any change, modification or deviation from the activities or expenses set forth initially in the plan for use of the funds must be reviewed and approved by the Department prior to expenditure.

- The FY 2009-10 funds shall be placed in a separate interest bearing account and in accordance with accounting requirements as set forth in paragraphs 3 and 4 of **Attachment A**.
- The Supervisor shall report and account for expenditures in accordance with this agreement including paragraphs 5 and 6 of **Attachment A**.

III. Disbursement

The Department shall distribute to each eligible county supervisor of elections an amount equal to the funding level per voter multiplied by the number of active registered voters in the county for the 2008 General Election. The Department shall determine the funding level per voter in the state based on that information. The Supervisor shall receive a sum certain as outlined in **Attachment B**, incorporated by reference.

IV. Monitoring, Reporting, and Audits

The administration of resources awarded to the Supervisor is subject to monitoring, reporting and audits as described herein.

A. Monitoring and Reporting

In addition to reviews of audits conducted in accordance with OMB Circular A-133 (as revised) and the Florida Single Audit Act (section 215.97, Florida Statutes), the Department may provide additional monitoring including on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 (as revised), and/or other procedures permitted under federal and state law. The Supervisor shall comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department.

The Department shall closely monitor the Supervisors' annual expenditure reports required by paragraph 5 of **Attachment A** to ensure that the Supervisors expend HAVA funds in accordance with approved plans and will require reimbursement for all expenditures not approved or otherwise authorized. Also, the Department shall ensure that Supervisors report the expenditures made with HAVA funds separately from expenditures made with county funds.

B. Audits

Part I. Federal Funds—This part is applicable if the Supervisor is a State or local government or a non-profit organization as defined in OMB Circular A-133 (as revised).

1. If the Supervisor expends $500,000 ($300,000 *for fiscal years ending before December 31, 2003)* or more in federal awards in its fiscal year, a single or program-

specific audit must be conducted in accordance with the provisions of OMB Circular A-133 (as revised). This may be satisfied by an audit of the Supervisor of Elections conducted by the Auditor General in accordance with OMB Circular A-133 (as revised). In determining the federal awards expended in its fiscal year, the Supervisor shall consider all sources of federal awards. **Attachment A** indicates federal resources are being awarded under this Agreement. The determination of amounts of federal awards expended shall be in accordance with the guidelines established by OMB Circular A-133 (as revised). In connection with an audit under paragraph 1, the Supervisor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133 (as revised).

2. If the Supervisor expends less than $500,000 (*$300,000 for fiscal years ending before December 31, 2003)* in federal awards in its fiscal year, an audit pursuant to OMB Circular A-133 (as revised), is optional. If the Supervisor elects to have an audit conducted in accordance with the provisions of OMB Circular A-133 (as revised), the cost of the audit must be paid from resources obtained from other than federal entities).

3. *For additional guidance to state and federal monitoring and auditing requirements, refer to: http://election.dos.state.fl.us/hava/index.shtml and http://www.eac.gov.*

Part II: State Funds. This part is applicable if the Supervisor is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Supervisor expends a $500,000 or more of state financial assistance in any fiscal year (for fiscal years ending September 30, 2004 or thereafter), a state single or project-specific audit for such fiscal year must be conducted in accordance with the Florida Single Audit Act (Section 215.97, Florida Statutes; specifically as set forth in subsection (8)); applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and by the aforementioned Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Supervisor shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements. ***As indicated in Attachment A, no state funds are being awarded under this agreement.***

2. If the Supervisor expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in

accordance with the provisions of Section 215.97, Florida Statutes, is optional. If the Supervisor elects to have an audit conducted, the cost of the audit must be paid from resources other than from State entities.

Part III: Other Audits

Federal funds. The Department may conduct a limited scope audit of federal funds as defined by OMB Circular A-133 (as revised) or other financial analysis or review of federal funds as permitted by federal law. In the event the Department determines that a limited scope audit or other type of audit of the Supervisor is appropriate, the Supervisor agrees to comply with any additional instructions provided by Department staff to the Supervisor regarding such audit. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Supervisor did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Supervisor must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action. Additionally, the Department may withhold funds, otherwise due, in an amount sufficient to cover any costs associated with the limited scope audit or financial review to determine or ensure compliance.

State funds. Pursuant to Section 215.97(8), Florida Statutes, the Department may conduct or arrange for audits of state funds that are in addition to audits conducted in accordance with the Florida Single Audit Act. In such an event, the Department must arrange for funding the full cost of such additional audits. *As indicated in Attachment A, no state funds are being awarded under this agreement.*

Federal or state funds. The Supervisor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General of federal or state funds.

Part IV: Report Submission

1. Copies of financial reporting packages for audits conducted by or on behalf of the Supervisor pursuant to PART I (Section IV.B of this agreement) and as required by section .320(d), OMB Circular A-133 (as revised), shall be submitted directly to each of the following:

Department of State
Division of Elections
R.A. Gray Building
500 S. Bronough Street, Ste 316
Tallahassee, Florida 32399-0250

Federal Audit Clearinghouse
Bureou of the Census
1201 East 10th Street
Jeffersonville, Indiano 47132

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

2. Copies of reporting packages as described in section .320(c), OMB Circular A-133 (as revised) and any management letter issued by the auditor, shall be submitted to:

Department of State
Office of Inspector General
Clifton Building, Suite 320
2661 Executive Center Circle
Tallahassee, Florida 32399-0250

3. Copies of financial reporting packages for audits conducted by or on behalf of the Supervisor pursuant to PART II (Section IV.B. of this agreement) shall be submitted directly to each of the following:

Department of State
Office of Inspector General
Clifton Building, Suite 320
2661 Executive Center Circle
Tallahassee, Florida 32399-0250

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the Supervisor directly to:

Department of State
Office of Inspector General
Cliftan Building, Suite 320
2661 Executive Center Circle
Tallahassee, Florida 32399-0250

5. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133 (as revised), the Florida Single Audit Act, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable. When submitting financial reporting packages to the Department for audits conducted in accordance with the aforementioned circular or Rules of the Auditor General, the Supervisor shall include within the accompanying correspondence the date the reporting package was delivered to the Supervisor.

V. Record Retention

The Supervisor shall keep and maintain accurate records (e.g., invoices, receipts, audiovisual clips and recordings, actual or reproduction of products or services produced or obtained, graphic templates and other documentation) sufficient to identify whether expenditures are authorized, to support financial reporting, and to conduct audits as may be required or requested. All expenditures must be supported by accurate and detailed documentation sufficient to determine how and whether the FY

2009-10 funds were used solely for purposes authorized under this agreement. For example, expenditures for publications, radio promotions or televised announcements should include detailed invoices, receipts, itemized statements, actual publication or audio or audiovisual clip, recordings or transcripts. Expenditures for training materials, voter guide, or sample ballots or any other authorized product or service must be documented with detailed invoices, receipts, itemized statements and an actual or copy of the template for and the actual product or service provided or produced.

The Supervisor shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date an audit report is issued, and shall allow the Department or its designee, CFO, or Auditor General access to such records upon request. The Supervisor shall ensure that audit working papers are made available to the Department or its designee, CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

Failure to provide adequate documentation shall result in a request to return to the Department FY 2009-10 funds as pertains to those expenses.

VI. Entirety of the Agreement

All terms and conditions of this agreement are fully set forth in this document and attachments incorporated by reference and shall be governed by the laws of the State of Florida regardless of any conflict of laws provisions. In any proceeding or action brought under this section, the parties agree that the prevailing party will be entitled to its reasonable attorney's fees from the other party. The parties agree that proper venue will be in Leon County, Florida.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

County Supervisor of Elections:	Department of State, Division of Elections:
By: [signature]	By: _____
Michael Ertel, S.O.E.	_____
Printed name and title	Printed name and title
Charlene M. Pike	_____
Witness	Witness
9/16/09	_____
Date	Date

ATTACHMENT A

Federal Program: Federal Help America Vote Act—Catalog of Federal Domestic Assistance (CFDA) § 90.401 Help America Vote Act Requirements Payments

Compliance requirements applicable to the federal resources awarded under this agreement are as follows:

1. The Supervisor may only use the FY 2009-2010 Funds (amount specified in Attachment B) for one or more of the following federal election administration activities:

- Voter education;
- Poll worker training;
- Revisions to the statewide poll worker curriculum;
- Standardizing election results reporting; or
- Other federal election administration activities, as approved by the Department

These are the acceptable uses for the funds under the categories listed above:

- Mailing or publishing sample ballots ***which must include additional information on voting procedures, voting rights or voting technology***;
- Voter information cards ***which must include additional voter education information on voting procedures, voting rights or voting technology***;
- Advertising or publications outlining voting procedures, voting rights or voting technology;
- Voting System demonstrations;
- Poll worker ***training*** stipends;
- Training materials for poll workers; or
- Voter guides ***which must include voter education information concerning voting procedures, voting rights, or voting technology but shall not contain elected officials' contact information other than the supervisor's contact information***.

2. Prior to receipt of FY 2009-2010 funds under this Agreement, the Supervisor must submit to the Department:

- *A detailed description of the Supervisor's plan* to use the funds for federal election administration activities and include the source of funds (federal, county matching funds and other county funds (local) being used for each federal election activity set forth in the plan.
- *A written certification* from the county governing body (e.g. Board of County Commissioners) that the county will provide *matching funds in the amount of 15%.* If the county governing body fails to appropriate the matching funds, the Supervisor must return or repay to the State the portion of the funds for which the matching funds applied.
- *A completed ED Form GCAS-009 (6/88), entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions".*

The form is attached hereto as **Attachment A-1.** [Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]

3. The Supervisor must establish and maintain the FY 2009-2010 funds in an interest bearing account. The Supervisor must segregate funds for federal election administration activities and required county matching dollars in a separate account established for such funds. Any funds remaining at the end of the fiscal year shall remain in the account to be used for the same purposes for subsequent years or until such funds are expended.

4. The Supervisor shall maintain separate accounting records for each of the funding sources identified under its plan submitted pursuant to paragraph #2.

5. The Supervisor shall submit a written financial report to the Department:
   - **On or before December 31, 2009** all actual expenditures from the date of receipt through September 30, 2009. The report must include documentation (such as appropriation statement, committee meeting minutes approving appropriation, or account statement) that the county governing body appropriated matching funds as certified under paragraph 2. Failure to appropriate the matching funds must be reported.
   - **On or before each and every December 31** after 2009, all actual expenditures for preceding period of October 1 through September 30, and the amount of FY 2009-2010 funds unspent as of June 30 of the year being reported. Such annual reporting is required until such funds are fully expended.

Each financial report shall include documentation including but not limited to billing or itemized receipts in support of the expenditures for the services or products used to promote voter education, voting rights or voting technology. For example, the report must include a copy of or the actual product or publication and indicate how many individual items were produced or printed. For services, the report must include a copy of or the actual newspaper article, audio recording, or video clip and/or template or transcript thereof, and indicate how many times it was published, aired, or accessed, or include a copy of the graphics template and content layout for a special created webpage.

6. Copies of any reports or other submissions required by paragraphs 2 and 5 of this Attachment shall be submitted by or on behalf of the Supervisor directly to: Department of State, Division of Elections, R.A. Gray Building, 500 S. Bronough Street, Tallahassee, Florida 32399-0250.

State Resources Awarded to the Supervisor Under this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to section 215.97, Florida Statutes (Florida Single Audit Act): N/A

Compliance requirements applicable to state resources awarded pursuant to this Agreement are as follows: *N/A*

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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 prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael Ertel Supervisor of Elections

Name and Title of Authorized Representative

M. E.

Signature

9.16.9

Date

ED Form GCS-009, 6/88

Certificate Regarding Matching Funds

I, Bob Dallari, Chairman of the Board of County Commissioners of Seminole County, Florida, do hereby certify that the Board of County Commissioners has approved sufficient appropriations for the Supervisor's 2009-2010 fiscal year's budget to provide his office with the require local share of matching funds ($6,917.08) in addition to meeting that office's other operations and responsibilities. To the best of my knowledge and belief, such funds shall be applied for the purposes required by the HAVA grant Memorandum of Agreement. The Board of County Commissioners understands that if the Supervisor's office fails to adhere to the required uses of the matching funds and that if the grant funds are not applied for purposes the HAVA requires in the 2009-10 fiscal year, then said grant funds must be returned to the Florida Department of State.

_____

Chairman, Board of County Commissioners

_____

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment B
Revised 8-31-2009

DEPARTMENT OF STATE
DIVISION OF ELECTIONS
FEDERAL ELECTION ACTIVITIES
FY 2009-10

COUNTY	2008 GENERAL ELECTION REGISTERED VOTERS	FEDERAL ELECTION ACTIVITIES FUNDING PER COUNTY	COUNTY MATCHING FUNDS 15%
Alachua	154,706	$ 27,509.07	$ 4,126.36
Baker	14,172	$ 2,520.00	$ 378.00
Bay	110,739	$ 19,691.07	$ 2,953.66
Bradford	15,732	$ 2,797.39	$ 419.61
Brevard	351,488	$ 62,499.90	$ 9,374.98
Broward	1,008,656	$ 179,354.34	$ 26,903.15
Calhoun	8,622	$ 1,533.12	$ 229.97
Charlotte	118,837	$ 21,131.02	$ 3,169.65
Citrus	102,742	$ 18,269.09	$ 2,740.36
Clay	120,656	$ 21,454.47	$ 3,218.17
Collier	203,075	$ 36,109.82	$ 5,416.47
Columbia	38,272	$ 6,805.34	$ 1,020.80
DeSoto	15,613	$ 2,776.23	$ 416.43
Dixie	10,775	$ 1,915.96	$ 287.39
Duval	536,588	$ 95,413.49	$ 14,312.02
Escambia	195,193	$ 34,708.28	$ 5,206.24
Flagler	60,079	$ 10,682.96	$ 1,602.44
Franklin	7,722	$ 1,373.09	$ 205.96
Gadsden	30,128	$ 5,357.22	$ 803.58
Gilchrist	10,721	$ 1,906.36	$ 285.95
Glades	6,584	$ 1,170.74	$ 175.61
Gulf	9,123	$ 1,622.21	$ 243.33
Hamilton	7,688	$ 1,367.04	$ 205.06
Hardee	11,802	$ 2,098.57	$ 314.79
Hendry	16,936	$ 3,011.48	$ 451.72
Hernando	123,013	$ 21,873.58	$ 3,281.04
Highlands	66,092	$ 11,752.16	$ 1,762.82
Hillsborough	701,464	$ 124,730.94	$ 18,709.64
Holmes	11,513	$ 2,047.19	$ 307.08
Indian River	90,053	$ 16,012.79	$ 2,401.92
Jackson	28,128	$ 5,001.59	$ 750.24
Jefferson	10,310	$ 1,833.27	$ 274.99
Lafayette	4,469	$ 794.66	$ 119.20
Lake	188,702	$ 33,554.08	$ 5,033.11
Lee	320,512	$ 56,991.90	$ 8,548.78
Leon	174,544	$ 31,036.57	$ 4,655.49
Levy	25,924	$ 4,609.68	$ 691.45
Liberty	4,304	$ 765.32	$ 114.80
Madison	12,278	$ 2,183.21	$ 327.48
Manatee	206,211	$ 36,667.44	$ 5,500.12
Monroe	50,136	$ 8,914.94	$ 1,337.24
Marion	214,722	$ 38,180.83	$ 5,727.12

DEPARTMENT OF STATE
DIVISION OF ELECTIONS
FEDERAL ELECTION ACTIVITIES
FY 2009-10

COUNTY	2008 GENERAL ELECTION REGISTERED VOTERS	FEDERAL ELECTION ACTIVITIES FUNDING PER COUNTY	COUNTY MATCHING FUNDS 15%
Martin	101,155	$ 17,986.89	$ 2,698.03
Miami-Dade	1,243,315	$ 221,080.27	$ 33,162.04
Nassau	47,501	$ 8,446.40	$ 1,266.96
Okaloosa	129,373	$ 23,004.48	$ 3,450.67
Okeechobee	18,859	$ 3,353.42	$ 503.01
Orange	604,243	$ 107,443.57	$ 16,116.54
Osceola	136,544	$ 24,279.60	$ 3,641.94
Palm Beach	831,423	$ 147,839.63	$ 22,175.94
Pasco	294,431	$ 52,354.30	$ 7,853.14
Pinellas	643,423	$ 114,410.37	$ 17,161.56
Polk	332,015	$ 59,037.31	$ 8,855.60
Putnam	46,432	$ 8,256.31	$ 1,238.45
St. Johns	131,744	$ 23,426.08	$ 3,513.91
St. Lucie	157,676	$ 28,037.19	$ 4,205.58
Santa Rosa	107,253	$ 19,071.21	$ 2,860.68
Sarasota	260,618	$ 46,341.84	$ 6,951.28
Seminole	259,336	$ 46,113.88	$ 6,917.08
Sumter	59,913	$ 10,653.44	$ 1,598.02
Suwannee	24,791	$ 4,408.22	$ 661.23
Taylor	13,088	$ 2,327.25	$ 349.09
Union	7,273	$ 1,293.25	$ 193.99
Volusia	326,854	$ 58,119.60	$ 8,717.94
Wakulla	18,565	$ 3,301.14	$ 495.17
Walton	36,847	$ 6,551.96	$ 982.79
Washington	15,938	$ 2,834.02	$ 425.10
TOTAL	**11,247,634**	**$ 2,000,000.00**	**$ 300,000.00**

FY 2009-10 APPROPRIATION - FEDERAL ELECTION ACTIVITIES **$2,000,000**

2008 General Election - Total number of registered voters in the state **11,247,634**

FUNDING LEVEL PER INDIVIDUAL VOTER **$0.1778**

(Based on FY 2009-10 appropriation for Federal Election Activities divided by the total number of registered voters in the state for the 2008 General Election.)

SEMINOLE COUNTY
SUPERVISOR OF ELECTIONS
Michael Ertel - www.VoteSeminole.org

September 16, 2009

Board of County Commissioners
Seminole County Services Building
1101 E. First Street
Sanford, FL 32771

Dear Chairman:

The Department of State has appropriated a Federal Election Activities Funds Agreement for the Supervisor of Elections in the amount of $46,113.88. The grant stipulates that the Board of County Commissioners must provide matching funds for the Federal Election Activities grant FY 2009-10 to the Supervisor of Elections in the amount equal to at least 15% of the amount received by the state, which in Seminole County is $6,917.08. Our office will provide the matching funds from our 2010 budget. All that is required is a signature from your office verifying the agreement.

Any questions please contact, me at 407.708.7712.

Sincerely,

Michael Ertel
Supervisor of Elections

1500 EAST AIRPORT BLVD., SANFORD, FL 32773 HOTLINE: 407.585.VOTE
WWW.VOTESEMINOLE.ORG

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Betty Newton Analyst	9/22/09 Date
Budget Manager	Date
Director	Date
10-02 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Supervisor of Elections**
Fund(s): General Fund

PURPOSE: Appropriation of Help America Vote Act Funds for Federal Election Activities pursuant to the Memorandum of Agreement.

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
00100.331100.024000		Voter Education	46,114
Total Sources			**$ 46,114**

Uses:

Account Number	Project #	Account Title	Amount
00100.024000.590966		Transfer-Supervisor of Elections	46,114
Total Uses			**$ 46,114**

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: Code Enforcement Lien on 614 E. Orange Street

DEPARTMENT: County Attorney's Office **DIVISION:** Other

AUTHORIZED BY: Lola Pfeil **CONTACT:** Kathleen Furey-Tran **EXT:** 7254

MOTION/RECOMMENDATION:
The County Attorney's Office is seeking direction from the Board regarding proceeding with foreclosing a code enforcement lien on 614 E. Orange Street, Charles W. Todd, Owner.

District 4 Carlton D. Henley Robert A. McMillan

BACKGROUND:
see attached

ATTACHMENTS:

1. Agenda Memorandum
2. Correspondence and Memoranda from CAO
3. Cancelled Tax Checks
4. CE Clerk Timeline
5. CE Clerk Photos (1-2)
6. CE Clerk Photos (3-4)
7. CE Clerk Photos (5-6)
8. Affidavit Of Non Compliance
9. Affadavit Photos
10. Code Enforcement Backup Documentation

Additionally Reviewed By:
No additional reviews

Item #

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Code Enforcement Lien on 614 E. Orange Street, Charles W. Todd, Owner

DEPARTMENT: County Attorney's Office **DIVISION:**

AUTHORIZED BY: Robert A. McMillan **CONTACT:** Kathleen Furey-Tran **EXT.** 7254

Agenda Date 10/13/09 **Regular** ☒ **Consent** ☐ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

BACKGROUND:

At the Board of County Commissioners meeting on June 23, 2009, the Board authorized the County Attorney's Office to send a letter, certified mail, to the last known address of the owner demanding compliance within thirty (30) days after which time the Board will consider pursuing an action in foreclosure. On July 9, 2009, said request was sent to Mr. Todd's address in Mt. Gilead, Ohio and was subsequently returned unclaimed August 4, 2009. On August 10, 2009 the County Attorney's Office sent another demand by regular mail to the Ohio address and 614 E. Orange Street. The local mail was returned. The regular mail to the Ohio address did not come back.

The Board requested that Board approval to proceed with foreclosure be obtained prior to instituting the action. After a status update from the County Attorney report on September 22, 2009, the Board requested this item be returned for a briefing and direction.

The property is a non-homestead, single-family residence that has been vacant since 2004. The nature of the violation is uncultivated vegetation in excess of 24" and within 75' of a structure; remains or rubble of a structure, which has been burned, stricken by other casualty or demolished; and junked or abandoned vehicle not kept within an enclosed garage or an attached carport. Seminole County Code Section 95.4, 95.3(h),(i) and(l).

The property was inspected on September 23, 2009, and remains out of compliance. The affidavit of non-compliance for this inspection is attached.

Charles Todd signed the certified mail receipts for the Notice of Hearing and Statement of Violation, the Findings of Fact and the Order Imposing Fine/Lien when they were sent to

614 E. Orange Street in 2004. He did not appear at the hearing. The code enforcement clerk has had intermittent phone contact with Vernon "Dale" Todd, the son of Charles W. Todd. Most recently, on September 16, 2009, Ms. Spencer spoke with Dale Todd who stated that he could not get his father to cooperate and he understood that the County may proceed to foreclosure.

Charles W. Todd paid taxes on November 21, 2008 and November 29, 2007 for the property in violation. The fine has been running at $100 per day since June 11, 2004 and as of October 13, 2009, the accrued fine is $195,000 for 1950 days. Assessed value of the parcel for 2009 is $154,795.

Motion/Recommendation:

The County Attorney's Office is seeking direction from the Board regarding proceeding with foreclosing a code enforcement lien on 614 E. Orange Street, Charles W. Todd, Owner.

Attachments:

Correspondence and Memoranda from CAO
Cancelled Tax checks
Affidavit of Non-Compliance with photos
Code Enforcement Backup documentation

Reviewed by:
Co Atty: KFT
DFS:
Other:
DCM:
CM:
File No.

P:\Users\ssharrer\AGN\BCC Agenda 2009\10-13-09\Code Enforcement Lien.doc

SEMINOLE COUNTY ATTORNEY'S OFFICE

1101 EAST FIRST STREET • SANFORD • FLORIDA 32771-1468 • TELEPHONE (407) 665-7254 • FAX (407) 665-7259

August 10, 2009

Mr. Charles W. Todd
5079 County Road 20
Mount Gilead, OH 43338

Mr. Charles W. Todd
614 E. Orange Street
Altamonte Springs, FL 32701

VIA REGULAR MAIL

RE: Intent to Foreclose on Property located at 614 E. Orange Street
Altamonte Springs, FL 32701.

Dear Mr. Todd:

Please see the enclosed letter that was originally sent to you on July 9, 2009, regarding your property located at 614 E. Orange Street, Altamonte Springs, FL 32701. You were originally given thirty days to bring the property into compliance, however, please note that the Board of County Commissioners may decide at their discretion when to file suit to foreclose on the property. Please correct the code violations on the property upon receipt of this letter and contact the Code Enforcement Officer at 407-665-1435, so she can verify that the property is in compliance.

Sincerely,

Melissa Clarke

Melissa C. Clarke
Assistant County Attorney

P:\Users\MClarke\Code Enforcement\August 10 letter to Charles W. Todd.docx

Reed

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE MEMORANDUM

To: Robert A. McMillan, County Attorney

From: Kathleen Furey-Tran, Assistant County Attorney KFT
Ext. 7254

Date: September 16, 2009

Subject: Case No. 04-14-CEB Charles W. Todd
Property Location: 614 E. Orange St. Altamonte Springs

Nature of Violation: Junked vehicle, tall grass, rubble remains of demolished structure.
Rate of Accrual: $100 per day since 6/11/2004.
Potential Accrued Fine as of BCC meeting date 9/22/09: $192,900
2009 Assessed value of the parcel: $154,795

On July 9, 2009, Melissa Clarke sent the letter requesting compliance in thirty (30) days and informing the owner that the BCC will consider foreclosure, by certified mail to the address in Ohio. A copy was also sent by regular mail to the address of the property in violation in Seminole County. The certified mail was unclaimed as of July 28, 2009 and the local mail was returned as undeliverable. Tracking confirms that the letter was returned to sender on August 4, 2009. I confirmed with the post office that it was retrieved by the Seminole County mail room.

The last activity on the case according to the Code Enforcement Clerk, Jane Spencer was in 2006. She has never spoken with Charles Todd, nor confirmed that he lives at the Ohio address. All mail sent to the last known address was returned or unclaimed.

The 2007 Property taxes were paid by Charles W. Todd by Cashier's Check. The tax bill was sent to 5079 County Road 20, Mount Gilead, Ohio. The 2008 property taxes were paid by Cashier's Check on November 11, 2008, and list remitter as Charles Todd. There is no address for Todd on the check.

Jane Spencer left a message for Vernon "Dale" Todd, the son of Charles Todd, in July but the call was not returned. Dale Todd expressed an interest in being notified if the property was proceeding to foreclosure. Jane left a message for Dale Todd yesterday.

KFT/
Attachments: Status Memo from MC of July 9, 2009
Memo from KFT dated Nov. 30, 2007

Furey Tran, Kathleen

From: Furey Tran, Kathleen
Sent: Thursday, September 17, 2009 8:34 AM
To: McMillan, Robert
Subject: Charles Todd property 614 Orange Ave
Attachments: KATHY FUREY-TRAN ESQ .vcf

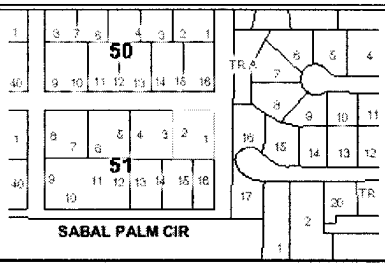
Jane the Code Enforcement Clerk informed me that Dale Todd (the son) called her back and stated that he couldn't get his father or his uncle to do anything with the property so if you have to go ahead and foreclose, go ahead.
Jane said she had heard rumors that Charles Todd also had property in Altamonte Springs that was foreclosed on for code enforcement violations.

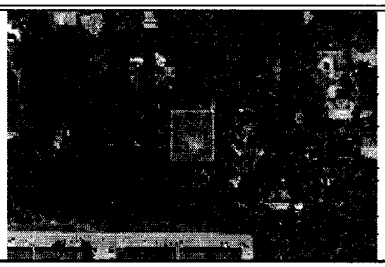
KATHY FUREY-TRAN, ESQ.
Seminole County Attorney's Office
Assistant County Attorney

(407) 665-7254 Work
ktran@seminolecountyfl.gov
1101 E. First Street
3rd Floor
Sanford, FL 32771-1468
http://www.seminolecountyfl.gov/

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL.
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506





GENERAL

Parcel Id: 12-21-29-5BD-5100-0010
Owner: TODD CHARLES W
Mailing Address: 5079 COUNTY ROAD 20
City,State,ZipCode: MOUNT GILEAD OH 43338
Property Address: 614 ORANGE ST E ALTAMONTE SPRINGS 32701
Subdivision Name: SANLANDO
Tax District: 01-COUNTY-TX DIST 1
Exemptions:
Dor: 01-SINGLE FAMILY

VALUE SUMMARY

VALUES	2009 Working	2008 Certified
Value Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Bldg Value	$112,042	$169,391
Depreciated EXFT Value	$480	$480
Land Value (Market)	$42,273	$54,351
Land Value Ag	$0	$0
Just/Market Value	$154,795	$224,222
Portablity Adj	$0	$0
Save Our Homes Adj	$0	$0
Assessed Value (SOH)	$154,795	$224,222

Tax Estimator

2009 Notice of Proposed Property Tax

2009 TAXABLE VALUE WORKING ESTIMATE

Taxing Authority	Assessment Value	Exempt Values	Taxable Value
County General Fund	$154,795	$0	$154,795
Schools	$154,795	$0	$154,795
Fire	$154,795	$0	$154,795
Road District	$154,795	$0	$154,795
SJWM(Saint Johns Water Management)	$154,795	$0	$154,795
County Bonds	$154,795	$0	$154,795

The taxable values and taxes are calculated using the current years working values and the prior years approved millage rates.

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
QUIT CLAIM DEED	03/1988	01936	0823	$100	Improved	No
QUIT CLAIM DEED	09/1980	01382	1627	$100	Improved	No
WARRANTY DEED	03/1978	01159	1497	$56,700	Improved	Yes
WARRANTY DEED	01/1976	01090	1447	$5,600	Vacant	No

Find Comparable Sales within this Subdivision

2008 VALUE SUMMARY

2008 Tax Bill Amount: $3,377
2008 Certified Taxable Value and Taxes
DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	122	141	.000	350.00	$42,273

LEGAL DESCRIPTION

PLATS: Pick...

LEG LOTS 1 & 2 BLK 51 SANLANDO PB 3 PG 65 1/2

BUILDING INFORMATION

	Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
Building Sketch	1	SINGLE FAMILY	1976	6	1,576	2,649	2,056	CONC BLOCK	$112,042	$131,428

Appendage / Sqft	UTILITY FINISHED / 108
Appendage / Sqft	GARAGE FINISHED / 441
Appendage / Sqft	OPEN PORCH FINISHED / 44
Appendage / Sqft	UPPER STORY FINISHED / 480

NOTE: *Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished,Base Semi Finshed*

Permits

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
FIREPLACE	1976	1	$480	$1,200

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

UNITED STATES POSTAL SERVICE

Home | Help | Sign In

Track & Confirm FAQs

Track & Confirm

Search Results

Label/Receipt Number: **7008 0500 0001 9563 2082**
Service(s): **Certified Mail™**
Status: **Unclaimed**

Your item was returned to the sender on July 28, 2009 because it was not claimed by the addressee.

Track & Confirm
Enter Label/Receipt Number.
Go >

Detailed Results:

- **Unclaimed, July 28, 2009, 8:20 am, MOUNT GILEAD, OH**
- **Notice Left, July 13, 2009, 1:36 pm, MOUNT GILEAD, OH 43338**

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. Go >

Site Map Customer Service Forms Gov't Services Careers Privacy Policy Terms of Use Business Customer Gateway

COUNTY ATTORNEY'S OFFICE
1101 EAST FIRST STREET
SANFORD FL 32771-1468

UTF

MR. CHARLES W. TODD
614 E. ORANGE ST
ALTAMONTE SPRINGS FL 32701

NIXIE 327 DE 1 00 08/13/09
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 32771146801 *1001-03396-11-35

32771146801 C01

SEMINOLE COUNTY ATTORNEY'S OFFICE

1101 EAST FIRST STREET • SANFORD • FLORIDA 32771-1468 • TELEPHONE (407) 665-7254 • FAX (407) 665-7259

July 9, 2009

Mr. Charles W. Todd
5079 County Road 20
Mount Gilead, OH 43338

VIA CERTIFIED MAIL # 7008 0500 0001 9563 2082

RE: Intent to Foreclose on Property located at 614 E. Orange Street
Altamonte Springs, FL 32701.

Dear Mr. Todd:

The Seminole County Board of County Commissioners has directed this office to contact you regarding a possible foreclosure action for that certain Seminole County Code Enforcement Lien, which currently stands at One Hundred Eighty Five Thousand, Five Hundred and NO/100 DOLLARS ($185,500.00), and is recorded in Official Records Book 05416, Pages 1800-1801, Public Records of Seminole County, Florida. Said lien encumbers the property owned by you located at 614 E. Orange Street, Altamonte Springs, Florida 32701.

Specifically, you are required to correct the code violations which include the remains or rubble of a structure, uncultivated vegetation and junked or abandoned vehicles not kept within an encl
within 30 days of your receipt of this letter.
required date, you must contact the Code Er
arrange for an inspection of the property to v
not to correct the violations, the Board of County
to foreclose on the property. I urge you to seek a
earliest convenience.

Govern yourself accordingly.

Sincerel
Melissa
Assistan

cc: Board of County Commissioners
Cynthia A. Coto, County Manager
Dori DeBord, Director, Planning and Development
Dorothy Hird, Code Enforcement Officer

P:\Users\MClarke\Code Enforcement\Charles Todd Letter and Intent to Foreclose.docx

SEMINOLE COUNTY ATTORNEY'S OFFICE

1101 EAST FIRST STREET • SANFORD • FLORIDA 32771-1468 • TELEPHONE (407) 665-7254 • FAX (407) 665-7259

July 9, 2009

Mr. Charles W. Todd
5079 County Road 20
Mount Gilead, OH 43338

VIA CERTIFIED MAIL # 7008 0500 0001 9563 2082

RE: Intent to Foreclose on Property located at 614 E. Orange Street
Altamonte Springs, FL 32701.

Dear Mr. Todd:

The Seminole County Board of County Commissioners has directed this office to contact you regarding a possible foreclosure action for that certain Seminole County Code Enforcement Lien, which currently stands at One Hundred Eighty Five Thousand, Five Hundred and NO/100 DOLLARS ($185,500.00), and is recorded in Official Records Book 05416, Pages 1800-1801, Public Records of Seminole County, Florida. Said lien encumbers the property owned by you located at 614 E. Orange Street, Altamonte Springs, Florida 32701.

Specifically, you are required to correct the code violations which include the remains or rubble of a structure, uncultivated vegetation and junked or abandoned vehicles not kept within an enclosed garage or an attached carport within 30 days of your receipt of this letter. If you correct the violations by the required date, you must contact the Code Enforcement Officer at 407-665-1435 to arrange for an inspection of the property to verify compliance. Should you choose not to correct the violations, the Board of County Commissioners may decide to file suit to foreclose on the property. I urge you to seek amicable resolution of this matter at your earliest convenience.

Govern yourself accordingly.

Sincerely,

Melissa C. Clarke

Melissa C. Clarke
Assistant County Attorney

cc: Board of County Commissioners
Cynthia A. Coto, County Manager
Dori DeBord, Director, Planning and Development
Dorothy Hird, Code Enforcement Officer

Save this receipt and present it w
gust 2006 (Reverse) PSN 7530-02-000-9047

P:\Users\MClarke\Code Enforcement\Charles Todd Letter and Intent to Foreclose.docx

7008 0500 0001 9563 2082

RETURN SERVICE REQUESTED

FIRST CLASS

UNITED STATES POSTAGE

02 1A $
0004382738 J
MAILED FROM ZIP

Undeliverable as Addressed
Moved, Left No Address
Unclaimed
Refused
Attempted, Not Known
No Such Street
No Such Number
No Receptacle
Deceased

1st 7-13-09

7/10

7/29

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
1101 EAST FIRST STREET
SANFORD FL 32771-1468

MR. CHARLES W. TODD
5079 COUNTY ROAD 20
MOUNT GILEAD, OH 43338

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLDED EDGE OR AT BOTTOM LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR. CHARLES W. TODD
5079 COUNTY ROAD 20
MOUNT GILEAD, OH 43338

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7008 0500 0001 9563 2082

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE

MEMORANDUM

To: Robert McMillan, County Attorney

Cc: Matthew. G. Minter, Deputy County Attorney

From: Melissa Clarke, Assistant County Attorney

Date: July 9, 2009

Subject: Foreclosure of 614 E. Orange Street, Altamonte Springs.

Status Memorandum on 614 E. Orange Street

Property Owner: Charles W. Todd
Property Address: 614 E. Orange Street, Altamonte Springs.
Nature of Violation: Uncultivated vegetation in excess of 24" and within 75' of a structure. Remains or rubble of a structure, which has been burned, stricken by other casualty or demolished. Junked or abandoned vehicle not kept within an enclosed garage or an attached carport. The property remains out of compliance.
Order Imposing Fine/Lien: Recorded on 8/10/2004
Lien Amount: $185, 500 and continues to accrue at $100 per day since 6/11/2004.
Assessed Value of Property: $154, 795.

The property is not listed with a homestead exemption on the Property Appraiser's website. On December 14, 2006, the Code Enforcement Board directed that the property be forwarded to the County Attorney's Office for possible foreclosure action. The mailing address for the property is in Ohio. In 2006, there were three attempts to deliver certified mail to that Ohio address, but the mail was returned unclaimed. The owner's son has previously called Jane Spencer in code enforcement and asked that he be contacted if the County ever decides to move forward with foreclosure. Ms. Spencer has left a message for the owner's son, but he has not returned her call. I will forward the letter to the Ohio address as that is the address in the Property Appraiser's records.

At the June 23, 2009, the Seminole County Board of County Commissioners directed the County Attorney's office to send a letter to the owner giving him 30 days to bring the property into compliance, or the Board will consider foreclosure action. The letter is attached to this memo. Please let me know if you have additional questions.

MC/mc

P:\Users\MClarke\Code Enforcement\Status Memo 614 East Orange Avenue.docx

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE MEMORANDUM

To: Alison Stettner, Planning Manager
Dori DeBord, Director of Planning and Development

Through: Robert A. McMillan, County Attorney

From: Kathleen Furey-Tran, Assistant County Attorney KFT
Ext. 7254

Date: November 30, 2007

Subject: Case No. 04-14-CEB Charles W. Todd
Property Location: 614 E. Orange St. Altamonte Springs

Nature of Violation: Junked vehicle, tall grass, rubble remains of demolished structure.
Rate of Accrual: $100 per day since 6/11/2004.
Value of Lien on date lien ordered: $4,700.00
Potential Accrued Fine as of the date of this memo: $126,800.00
Assessed value of the parcel: $230,596

It appears from the County Property Appraiser's website that the property in question is not listed with a homestead exemption. The Code Enforcement Board approved authorization of the County Attorney's Office to proceed with possible foreclosure on December 14, 2006 by motion.

Findings of Fact, Conclusions of Law and Order: Recorded 6/10/2004.
Order Finding Non-Compliance and Imposing Fine/Lien: Recorded 8/10/2004.
Affidavit of Non-Compliance: dated 6/14/2004.

The requisite three months has passed since the Order Imposing Lien has been recorded pursuant to 162.09(3), Florida Statutes.

An updated Affidavit of Non-Compliance should be executed according to an inspection of the property disclosing the same. The Code Enforcement Board may wish to issue an order updating the amount accrued on the original lien which would then be recorded.

CONCLUSION

There is no indication based on the information provided and a review of the property appraiser's website that foreclosure may not proceed at this time. Should the Planning

Manager determine that foreclosure is appropriate at this time, application to the BCC for authorization to commence litigation is required.

KFT/

ItemAge Document Detail Report

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

12-21-24-5BD-5100-0010

9155100524 25-3/440

Date 11/21/2008

Remitter CHARLES W TODD

Pay: THREE THOUSAND FOUR HUNDRED FOUR DOLLARS AND 86 CENTS

Pay To The Order Of RAY VALDEZ
TAX COLLECTOR

$ **********3,404.86 ***

Drawer: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH

Security Features Details on Back.

⑈9155100524⑈ ⑆044000037⑆ 758661318⑈

Date:	11/26/08
Eff Date:	11/26/08
Batch Num:	4
Document ID:	Power Check
Transaction:	66
Item Num:	2
Sequence:	3787
Pocket ID:	194
Batch Type:	Full Pay
Station:	STA001

2008 TAX year

Amount Due: 0.00

Amount Paid: 3,404.86

Check Number	55100524
FRDABA	044000037
DDA Account	758661318
Tran Code	
Amount	0000340486
ECODE	
C21 MicrVal	

ItemAge Document Detail Report

499156143950 499157 REV2 07/07 8710036152

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

502448066 23-97 1020

Ohio

Remitter CHARLES TODD

Date 11/29/2007

Pay: SEVEN THOUSAND ONE HUNDRED EIGHT DOLLARS AND 68 CENTS

Pay To The Order Of RAY VALDES.TAX COLLECTOR

$ **********7,108.68 ***

0121295CK100B0090&1221295BD51000010

Drawer: JPMORGAN CHASE BANK, N.A.

First Vice President

Issued by Integrated Payment Systems Inc., Englewood, Colorado

JPMorgan Chase Bank, N.A., Denver, Colorado

Security Features Details on Back

⑈370002⑈ ⑆102000979⑆ 25005024480669⑈

portion is 3,452.76

Date:	11/30/07
Eff Date:	11/30/07
Batch Num:	24
Document ID:	Multi Check
Transaction:	168
Item Num:	3
Sequence:	23497
Pocket ID:	17
Batch Type:	Multi
Station:	STA001

2007 tax year

Amount Due: 0.00

Amount Paid: 7,108.68

Check Number	370002
FRDABA	102000979
DDA Account	25005024480669
Tran Code	
Amount	0000710868
ECODE	
C21 MicrVal	

ItemAge Document Detail Report

RAY VALDES
SEMINOLE COUNTY TAX COLLECTOR

2007 REAL ESTATE — TAX BILL NUMBER 087018

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
12-21-29-5BD-5100-0010		232,024		232,024	01

R

LEG LOTS 1 & 2 BLK 51
SANLANDO
PB 3 PG 65 1/2
PAD: 614 E ORANGE ST

TODD CHARLES W
5079 COUNTY ROAD 20
MOUNT GILEAD OH 43338 9575

PLEASE DETACH AND RETURN WITH PAYMENT

FOR PROCESSING PURPOSES. PLEASE DO NOT WRITE ON THIS NOTICE.
PAY IN U.S. FUNDS TO RAY VALDES • TAX COLLECTOR • P.O. BOX 630 • SANFORD, FL 32772-0630

PAY ONLY ONE AMOUNT	BY NOV 30	BY DEC 31	BY JAN 31	BY FEB 29	BY MAR 31
	3,452.76	3,488.72	3,524.69	3,560.65	3,596.62

0200 001221295B D510000109 000000000 00000 00003596624 20073

Date:	11/30/07
Eff Date:	11/30/07
Batch Num:	24
Document ID:	New Estate Mul
Transaction:	168
Item Num:	2
Sequence:	23496
Pocket ID:	0
Batch Type:	Multi
Station:	STA001

Amount Due: 3,452.76 Amount Paid: 3,452.76

Bill Type	0200
Parcel	001221295B
Parcel Cont	D51000010
Parcel Chk	9
Advertising	00000000
Adv Chk	0
NSF Fee	0000
NSF Chk	0
Gross Tax	0000359662
Gross Chk	4
Year	2007
Year Chk	3
Receipt Num	0036018

CASE 04-14-CEB
CHARLES W. TODD

BACKGROUND

In response to a complaint, on September 16, 2003, the Code Enforcement Officer observed the following violations located at 614 East Orange Street, Altamonte Springs: uncultivated vegetation in excess of 24" in height and located within 75' from any structure, the remains or rubble of structures which have been burned, stricken by other casualty, or demolished and junked, abandoned or inoperable vehicle(s) not kept within an enclosed garage or an attached carport in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (h), (i) and (l).

The timeline on these violations is below:

DATE	ACTION	RESULT
December 11, 2003	Statement of Violation and Request for Hearing.	Filed by Code Enforcement Officer.
February 3, 2004	Notice of Hearing mailed to Respondent.	Certified mail receipt signed by C Todd on February 9, 2004
May 20, 2004	Code Board Hearing – Findings of Fact, Conclusions of Law and Order	Order entered by Code Enforcement Board giving a compliance date of June 11, 2004 with a fine of $100.00 per day if violations are not corrected by compliance date
May 24, 2004	Findings of Fact sent to Respondent	Certified mail receipt signed by C Todd on June 1, 2004
June 14, 2004	Affidavit of Non-Compliance filed by the Code Enforcement Officer after reinspection.	Violations remain
June 25, 2004	Letter enclosing Affidavit of Non-Compliance and notifying Respondent of July 29, 2004 hearing to impose lien sent to Respondent	Certified mail receipt signed by C Todd on July 3, 2004
July 29, 2004	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien.	Order entered by the Code Enforcement Board imposing a lien of $4,700.00 with fine continuing to accrue at $100.00 per day until compliance is obtained
August 3, 2004	Letter enclosing Order imposing Lien sent to Respondent	Certified mail receipt signed by C Todd on August 11, 2004
November 15, 2006	Letter sent to Respondent notifying him of December 14, 2006 hearing date to forward case to County Attorney's Office for possible foreclosure	Letters mailed to Orange Street address and new address in Mt. Gilead, Ohio. Registered mail returned unclaimed. Regular mail sent to Orange Street address returned.

December 14, 2006	Code Enforcement Board forwarded case to County Attorney's Office for possible foreclosure	
December 29, 2006	Letter sent to Respondent at both addresses notifying him that case had been referred for possible foreclosure	Certified mail receipt signed by C Todd on January 12, 2007 returned to Clerk
September 23, 2009	Affidavit of Non-Compliance filed by the Code Enforcement Officer after reinspection	Violations remain
September 23, 2009	Pictures taken by Staff	Pictures taken by Staff representing the current condition of the property

CODE ENFORCEMENT BOARDPRIVATE
SEMINOLE COUNTY, FLORIDA

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

CASE NO: 04-14-CEB

Petitioner,

vs.

CHARLES W TODD

Respondent.

_____/

AFFIDAVIT OF NON-COMPLIANCE

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

1. That on **May 20, 2004,** 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 actions on or before **June 11, 2004.**

3. That a re-inspection was performed on **June 14, 2004.**

4. That another re-inspection was performed on **September 23, 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 and within 75' of a structure and the remains or rubble of a structure remain on the property.**

FURTHER AFFIANT SAYETH NOT.
DATED this 23rd day of **SEPTEMBER 2009.**

_____
Dorothy Hird, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 23rd day of **September 2009,** by **Dorothy Hird,** who is personally known to me and who did take an oath.

_____
Notary Public in and for the County and State Aforementioned
My commission expires:

AFFNON.COM

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

09/22/2009 01:56 PM

09/22/2009 01:55 PM

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 14th day of December 2006, in Seminole County, Florida.

TOM HAGOOD – YES	**BILL FAHEY – YES**
GRACE CHEWNING – YES	**JAY AMMON – YES**
LARRY LAWVER – YES	**GERALD AMES – YES**

MOTION CARRIED 6 – 0.

Case No 04-14-CEB
Charles W. Todd
Code Enforcement Officer: Dorothy Hird

This case was heard by the Board on May 20, 2004 and an Order was entered. An Affidavit of Non-Compliance was filed by the Code Enforcement Officer after reinspection on June 14, 2004. On July 29, 2004, the Board imposed a lien on this property. The lien totals $91,600.00 up to and including December 14, 2006. This property is not in compliance at this time.

Recommendation: Staff requests approval to forward this case to the County Attorney for review and approval to present to the Board of County Commissioners for foreclosure action.

Violation Charged:	Seminole County Code, Chapter 95, Section 95.4 as defined in Section 95.3(h)(i)(l).
Described as:	1) Uncultivated vegetation in excess of 24" and within 75' of a structure. 2) Remains or rubble of a structure, which has been burned, stricken by other casualty or demolished. 3) Junked or abandoned vehicle not kept within an enclosed garage or an attached carport.
Location:	614 E. Orange Street, Altamonte Springs (Commission District 4) Tax Parcel ID # 12-21-29-5BD-5100-0010

Dorothy Hird, Code Enforcement Officer, testified on behalf of the County and advised the Board that this property is still in violation.

Charles W. Todd, Respondent, was not present at this hearing.

After discussion of this case by the Board:

MOTION BY GRACE CHEWNING, SECONDED BY LARRY LAWVER, TO AUTHORIZE THE CLERK TO FORWARD THIS FILE TO THE COUNTY ATTORNEY'S OFFICE FOR POSSIBLE FORECLOSURE ACTION.

TOM HAGOOD – YES
GRACE CHEWNING – YES
LARRY LAWVER – YES
BILL FAHEY – YES
JAY AMMON – YES
GERALD AMES – YES

MOTION CARRIED 6 – 0.

Case No: 04-64-CEB
Willie G. McKelvey Life Estate
Eva Sherman, ET AL
Code Enforcement Officer: Dorothy Hird

This case was heard by the Board on September 23, 2004 and an Order was entered. An Affidavit of Non-Compliance has been filed by the Code Enforcement Officer after reinspection on October 18, 2004. On December 2, 2004, the Board imposed a lien on this property. The lien totals $118,500.00, up to and including December 14, 2006. This property is <u>not</u> in compliance at this time.

<u>Recommendation</u>: Staff requests approval to forward this case to the County Attorney for review and approval to present to the Board of County Commissioners for foreclosure action.

Violation Charged: Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3(g)(h)(l).

Described as:
1) Accumulation of trash and debris.
2) Uncultivated vegetation in excess of 24" in height, within 75' of a structure.
3) Junked or abandoned vehicle not being kept within an enclosed garage or an attached carport.

Location: 248 Jackson Street, Altamonte Springs (Commission District 4)
Tax Parcel ID # 07-21-30-513-0000-0190

CERTIFIED MAIL™

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING DIVISION – CODE ENFORCEMENT
1101 EAST FIRST STREET
SANFORD FL 32771-1468

RETURN SERVICE
REQUESTED

7004 1350 0003 4856 3745

UNITED STATES POSTAGE
PITNEY BOWES
02 1A $ 04.64⁰
0004382738 NOV 15 2006
MAILED FROM ZIP CODE 32771

RETURN RECEIPT
REQUESTED

1st 11-18-06
11:22 a
12.02.06

CHARLES W TODD
5079 COUNTY ROAD 20
MT GILEAD OH 43338-9575

NIXIE 430 1 06 12/06/06
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 32771146801 *1101-01059-15-37

43338$9575 R004
32771%1468

CERTIFIED MAIL™

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING DIVISION – CODE ENFORCEMENT
1101 EAST FIRST STREET
SANFORD FL 32771-1468

RETURN SERVICE
REQUESTED

7004 1350 0003 4856 3742

UNITED STATES POSTAGE
PITNEY BOWES
02 1A $ 04.64⁰
0004382738 NOV 15 2006
MAILED FROM ZIP CODE 32771

RETURN RECEIPT
REQUESTED

CHARLES W TODD
614 E ORANGE STREET
ALTAMO

NIXIE 327 1 24 11/21/06
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

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

Petitioner,

vs.

CASE NO. 04-14-CEB

CHARLES W. TODD
PARCEL I.D. # 12-21-29-5BD-5100-0010

Respondent.

_____/

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Connie R. DeVasto, for **Planning Division/Code Enforcement,** who, after being duly sworn, deposes and says:

I certify that on the 15th day of November 2006, I mailed a true and correct copy of the Courtesy letter with NOH for December for possible foreclosure to: Charles W. Todd, 614 E. Orange Street, Altamonte Springs, Florida, 32701 and Charles W. Todd, 5079 C R 20, Mt. Gilead, Ohio, 43338-9575.

Connie R DeVasto

Connie R. DeVasto

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

Postage $
Certified Fee
Return Reciept Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Postmark Here

Total 04-14-CEB DEC FORECLOSURE
Sent To CHARLES W TODD
Street, Apt. or PO 5079 C R 20
City, State MT GILEAD OH 43338-9575

PS Form 3800, June 2002 See Reverse for Instructions

was acknowledg
asto, who is pers

Notar
State
My co

7004 1350 0003 4856 3742

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

Postage $
Certified Fee
Return Reciept Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Postmark Here

Total 04-14-CEB DEC NOH FORECLOSE
Sent To CHARLES W TODD
Street, Apt. or PO 614 E ORANGE STREET
City, State ALTAMONTE SPRINGS FL 32701

PLANNING AND DEVELOPMENT DEPARTMENT

CODE ENFORCEMENT

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COPY

November 15, 2006

CHARLES W. TODD
614 E. ORANGE STREET
ALTAMONTE SPRINGS, FL 32701

CASE NO. 04-14-CEB
PARCEL I.D. NO. 12-21-29-5BD-5100-0010

Dear Mr. Todd:

Please be advised that your case will be heard by the Code Enforcement Board on **Thursday, December 14, 2006 at 1:30 p.m.,** or as soon thereafter as possible, in the BCC Chambers located at 1101 E First Street, Sanford.

Staff will be requesting that the Board forward your case to the County Attorney's Office for possible foreclosure action.

If you have any questions, please give me a call at 407-665-7403.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Connie R DeVasto

Connie R. DeVasto
Clerk to the Code Enforcement Board

Cc: CEO Dorothy Hird
Cc: Charles Todd, 5079 C R 20, Mt. Gilead, OH 43338

1101 EAST FIRST STREET SANFORD FL 32771-1468 TELEPHONE (407) 665-7403 FAX (407) 665-7385

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

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

Petitioner,

vs.

CHARLES W. TODD
PARCEL I.D. # 12-21-29-5BD-5100-0010

Respondent.

_____/

CASE NO. 04-14-CEB

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Connie R. DeVasto, for **Planning Division/Code Enforcement,** who, after being duly sworn, deposes and says:

I certify that on the 3rd day of August, 2004, 2004, I mailed a true and correct copy of the Order Finding Non-Compliance and Imposing Fine/Lien to: Charles W. Todd, 614 E. Orange Street, Altamonte Springs, Florida, 32701.

Connie R DeVasto

Connie R. DeVasto

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instru
2004, by Connie R. DeVast

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

04-14-CEB ORDER IMPOSING LIEN
CHARLES TODD
614 E ORANGE STREET
ALTAMONTE SPRINGS FL 32701

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X C. Todd ☐ Agent ☒ Addressee

B. Received by (*Printed Name*) C. Todd
C. Date of Deliver 8-21-04

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

08-17-04A11:26 RCVD

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandi
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (*Extra Fee*) ☐ Yes

2. Article Number 7003 3110 0003 4838 5558

MARYP MORSE, CLERK OF CIRCUIT COURT
SEMIN COUNTY
BK 05416 PGS 1800-1801
CLERK'S # 2004126195
RECORDED 08/10/2004 10:49:21 AM
RECORDING FEES 18.50
RECORDED BY G Harford

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

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

Petitioner,

vs.

CASE NO. 04-14-CEB

CHARLES W. TODD
PARCEL I.D. # 12-21-29-5BD-5100-0010

Respondent

_____/

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel # 12-21-29-5BD-5100-0010) located at 614 E. Orange Street, Altamonte Springs, located in Seminole County and legally described as follows:

LEG LOTS 1 & 2 BLK 51 SANLANDO
PB 3 PG 65 1/2

This case came on for public hearing before the Code Enforcement Board of Seminole County on May 20, 2004, 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 95.3(h)(i)(l).

Said Order stated that a fine in the amount of $100.00 per day, would be imposed if the Respondent did not take certain corrective action by June 11, 2004.

An Affidavit of Non-Compliance bearing the date of June 24, 2004, has been filed with the Board by the Code Enforcement Officer, which Affidavit certifies under oath that the required action has not been obtained.

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated May 20, 2004, the Board orders that a fine of **$4,700.00**, 47 days of non-compliance at $100.00 per day, be imposed against the property and the fine shall continue to accrue at **$100.00 per day** for each day the violations continue past July 29, 2004.

The Respondent must contact the Code Enforcement Officer to arrange for an inspection of the property to verify compliance. The fine imposed shall continue until such time as the Code Enforcement Officer inspects the property and establishes the date of compliance.

This Order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violations exists and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 29th day of July, 2004, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

William K. Fahey

WILLIAM K. FAHEY, ACTING CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 29th day of July, 2004, by William K. Fahey, who is personally known to me.

Connie R DeVasto

Connie R. DeVasto
Notary Public to and for the
County and State aforementioned.
My Commission Expires

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
By: Connie R DeVasto
Date: 8-3-04

CONNIE R. DEVASTO
MY COMMISSION # DD 310913
EXPIRES: August 17, 2006
Bonded Thru Notary Public Underwriters

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

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

Petitioner,

vs.

CHARLES W. TODD
PARCEL I.D. # 12-21-29-5BD-5100-0010

Respondent.

_____/

CASE NO. 04-14-CEB

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Connie R. DeVasto, for **Planning Division/Code Enforcement,** who, after being duly sworn, deposes and says:

I certify that on the 25th day of June, 2004, 2004, I mailed a true and correct copy of the Lien Letter and Affidavit of Non-Compliance to: Charles W. Todd, 614 E. Orange Street, Altamonte Springs, Florida, 32701.

Connie R DeVasto
Connie R. DeVasto

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instru
2004, 2004, by Connie R. D

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AFF OF NON COMPLY 04-14-CEB
CHARLES TODD
614 E ORANGE STREET
ALTAMONTE SPRINGS FL 32701

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X C Todd ☐ Agent ☒ Addressee

B. Received by (Printed Name) C. Todd
C. Date of Delivery 7-3-04

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

07-06-04P02:36 RCVD

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7003 2260 0003 5324 9460

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

PLANNING AND DEVELOPMENT DEPARTMENT

CODE ENFORCEMENT

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COPY

June 25, 2004

Charles Todd
614 E Orange Street
Altamonte Springs, Florida 32701

RE: CEB Case No. 04-14-CEB

Please be advised that on May 20, 2004, the Code Enforcement Board of Seminole County issued its Findings of Fact, Conclusions of Law and Order in the above referenced case. The Order specifically found this property in violation of having the remains or rubble of a structure and junked or abandoned vehicles not kept within an enclosed garage or an attached carport located at 614 E Orange Street, Altamonte Springs. The Board required compliance with its Order by June 11, 2004.

The fine has run for 47 days up to and including July 29, 2004 at **$100.00** per day, which totals **$4,700.00** and will continue to accrue at **$100.00 per day** until compliance is obtained. A copy of the Affidavit of Non-Compliance is enclosed for your information.

This item will be heard by the Code Enforcement Board at its regular scheduled meeting on Thursday, **July 29, 2004, at 1:30 pm**, at the County Services Building, Room 1028, located at 1101 E First Street, Sanford, Florida.

Seminole County will be requesting the Board to issue an order imposing a lien against this property to be recorded in the County land records with the fine continuing to accrue @ **$100.00 per day** until compliance has been met.

ANY PERSONS WISHING TO ADDRESS THE BOARD IN THIS MATTER
MUST CHECK IN WITH THE CLERK BY 1:25 PM.

Sincerely,

Connie R. DeVasto

Connie R. DeVasto
Clerk to the Code Enforcement Board
Enclosure

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

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

Petitioner,

vs.

CHARLES W. TODD
Respondent.

_____/

CASE NO: 04-14-CEB

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05369 PG 0364
CLERK'S # 2004103983
RECORDED 07/01/2004 03:33:49 PM
RECORDING FEES 10.00
RECORDED BY J Eckenroth

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Dorothy Hird,** Code Inspector for Seminole County Sheriff's Office, who after being duly sworn, deposes and says:

1. That on **May 20 2004,** 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 **June 11, 2004.**

3. That a re-inspection was performed on **June 14, 2004**.

4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that 1) **the remains or rubble of structure and 2) the junked or abandoned vehicles not kept within an enclosed garage or an attached carport remain on the property.**

FURTHER AFFIANT SAYETH NOT.

DATED this **14th** day of **June 2004**.

Dorothy Hird, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this **14th** day of **June 2004,** by **Dorothy Hird** who is personally known to me and who did take an oath.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
By: Connie R. DeVasto
Date: 6-25-04

Notary Public in and for the County
and State Aforementioned
My commission expires:

CONNIE R. DEVASTO
MY COMMISSION # DD 310913
EXPIRES: August 17, 2008
Bonded Thru Notary Public Underwriters

AFFNON.COM

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

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

Petitioner,

vs.

CHARLES W. TODD
PARCEL I.D. # 12-21-29-5BD-5100-0010

Respondent.

_____/

CASE NO. 04-14-CEB

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Connie R. DeVasto, for **Planning Division/Code Enforcement,** who, after being duly sworn, deposes and says:

I certify that on the 24th day of May, 2004, I mailed a true and correct copy of the Findings of Fact, Conclusions of Law and Order to: Charles W. Todd, 614 E. Orange Street, Altamonte Springs, Florida, 32701.

Connie R DeVasto
Connie R. DeVasto

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instru
2004, by Connie R. DeVasto

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FOF 04-14-CEB
CHARLES TODD
614 E ORANGE STREET
ALTAMONTE SPRINGS FL 32701

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X C Todd
☐ Agent
☒ Addressee

B. Received by (*Printed Name*) C TODD
C. Date of Deliver 6-1-04

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

06-4-04 A10:42 RCVD

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandi
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (*Extra Fee*) ☐ Yes

2. Article Number (*Transfer from service label*) 7003 2260 0003 5325 5188

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

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

Petitioner,

vs.

CASE NO. 04-14-CEB

CHARLES W. TODD

Respondent.

_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 04-14-CEB, it is determined that the Respondent is:

(a) the owner of record of the property (Tax Parcel ID # 12-21-29-5BD-5100-0010) located at 614 E. Orange Street, Altamonte Springs located in Seminole County and legally described as follows:
LEG LOTS 1 & 2 BLK 51 SANLANDO
PB 3 PG 65 1/2

(b) in possession or control of the property; and

(c) in violation of Seminole County Code, Chapter 95, Section 95.4 as defined in 95.3(h)(i)(l).

It is hereby ordered that the Respondent correct the violation on or before June 11, 2004. In order to correct the violations, the Respondent shall take the following remedial action:

1) **REMOVE THE UNCULTIVATED VEGETATION.**
2) **REMOVE THE REMAINS OR RUBBLE OF STRUCTURES, WHICH HAVE BEEN BURNED, STRICKEN BY OTHER CASUALTY OR DEMOLISHED.**
3) **REPAIR OR REMOVE ANY VEHICLE THAT CANNOT OPERATE LEGALLY ON THE PUBLIC ROAD RIGHT OF WAY, IF IT WERE PROPERLY LICENSED, OR PLACE VEHICLE IN AN ATTACHED CARPORT OR ENCLOSED GARAGE.**

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05341 PGS 1167-1168
CLERK'S # 2004090375
RECORDED 06/10/2004 08:45:57 AM
RECORDING FEES 18.50
RECORDED BY G Harford

04-14-CEB
CHARLES W. TODD

If the Respondent does not comply with the Order, a fine of $100.00 per day will be imposed for each day the violations continue, or are repeated after compliance past June 11, 2004. **The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until such time as 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 20th day of May, 2004, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Jean Metts

JEAN METTS, VICE CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 20th day of May, 2004, by Jean Metts, who is personally known to me.

Connie R. DeVasto

Connie R. DeVasto
Notary Public to and for the
County and State aforementioned.
My Commission Expires

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
By: Connie R. DeVasto
Date: 5-24-04

CONNIE R. DEVASTO
MY COMMISSION # DD 310913
EXPIRES: August 17, 2008
Bonded Thru Notary Public Underwriters

04-14-CEB
Charles W. Todd

12-21-29-5BD-5100-0010
614 E. Orange Street
Seminole County, Florida
Violation Charged

Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (h) (i) (l)

1) Uncultivated vegetation in excess of 24" in height within 75' of a structure
2) Remains or rubble of a structure which has been burned, stricken by other casualty or demolished
3) Junked or abandoned vehicles not kept within an enclosed garage or an attached carport

Code Enforcement Officer: Dorothy Hird

04-14-CEB
Charles W. Todd

Case Summary

Initial inspection:	9/16/03
Notice(s) to respondent:	9/18/03, 10/14/03 and 11/13/03
Compliance Date(s):	10/10/03, 10/28/03 and 12/01/03
Follow up inspections:	10/13/03, 10/30/03, 11/03/03, 12/03/03 02/10/04 & 05/14/04.
Results of re-inspections:	Uncultivated vegetation, remains or rubble of a structure and junked or abandoned vehicles remain on the property.

EXHIBIT
tabbies
04-14 #1
Todd

04-14-CEB
Charles W. Todd

Photo taken by Dorothy Hird on 9/16/03

04-14-CEB
Charles W. Todd

Photo taken by Dorothy Hird on 9/16/03

04-14-CEB
Charles W. Todd

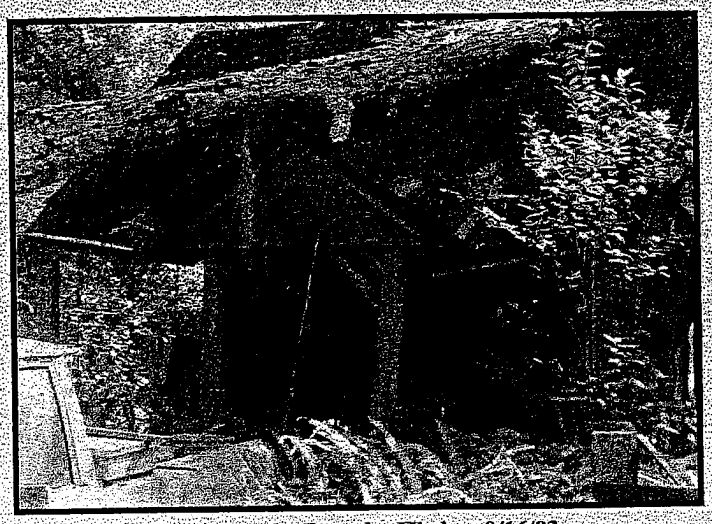


Photo taken by Dorothy Hird on 9/16/03

04-14-CEB
Charles W. Todd

Photo taken by Deborah Leigh on 2/16/04

04-14-CEB
Charles W. Todd

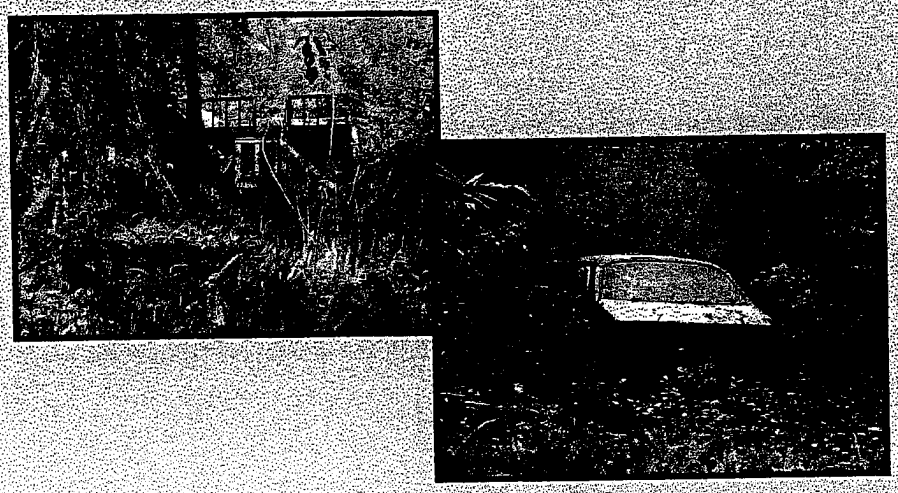


Photo taken by Deborah Leigh on 2/16/04

04-14-CEB
Charles W. Todd

Photos taken 05/14/04 by Dorothy Hird

04-14-CEB
Charles W. Todd

Photos taken 05/14/04 by Dorothy Hird

04-14-CEB
Charles W. Todd

STAFF RECOMMENDATION:

Based on the testimony and evidence presented in case number 04-14-CEB, it is determined that the Respondent is:

(a) the owner of record of the property, located at 613 E Orange Street, located in Seminole County;

(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) (i) (l)

04-14-CEB
Charles W. Todd

STAFF FURTHER RECOMMENDS THE CODE ENFORCEMENT BOARD:

Order the Respondent correct the violation on or before **June 11, 2004**

In order to correct the violation, the Respondent shall:

1) **Remove the uncultivated vegetation in excess of 24" in height located within 75' of a structure;**
2) **Remove, demolish or repair structure; and**
3) **Remove or repair any junked or abandoned vehicle or place any junked or abandoned vehicle within an enclosed garage or an attached carport.**

If the Respondent does not comply with the Order, a fine of **$ 100.00 per day per violation** will be imposed for each day the violations continue, or are repeated after compliance past **June 11, 2004.**

The Respondent must contact the Seminole County Code Inspector to arrange for an inspection of the property to verify compliance.

CERTIFIED MAIL™

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING DIVISION • CODE ENFORCEMENT
1101 EAST FIRST STREET
SANFORD FL 32771-1468

7003 2260 0003 5325 6253

UNITED STATES POSTAGE
PITNEY BOWES
02 1A $ 04.42⁰
0004341169 MAY 12 2004
MAILED FROM ZIP CODE 32771

RETURN RECEIPT
REQUESTED

CHARLES TODD
614 EAST ORANGE STREET
ALTAMONTE SPRINGS FLORIDA
32701

1st 5-20-04
5-25

~~6-1-04~~
6-5-04

A ☐ INSUFFICIENT ADDRESS
C ☐ ATTEMPTED NOT KNOWN
S ☐ NO SUCH NUMBER/ STREET
☐ NOT DELIVERABLE AS ADDRESSED - UNABLE TO FORWARD
☒ OTHER

RTS
RETURN TO SENDER

UNCLAIMED

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING DIVISION – CODE ENFORCEMENT
1101 EAST FIRST STREET
SANFORD FL 32771-1468

RETURN SERVICE
REQUESTED

UNITED STATES POSTAGE
PITNEY BOWES
02 1A $ 00.37⁰
0004341169 AUG 03 2004
MAILED FROM ZIP CODE 32771

CHARLES TODD
614 E ORANGE STREET
ALTAMONTE SPRINGS FL 32701

327 NO 1 104 I 24 08/04/04
RETURN TO SENDER
TODD
[illegible] COUNTY ROAD 20

08-09-04 11:22 RCVD

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

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

CASE NO. 04-14-CEB

Petitioner;

vs.

CHARLES W. TODD
PARCEL I.D. # 12-21-29-5BD-5100-0010

Respondent.

_____/

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Connie R. DeVasto, for **Planning Division/Code Enforcement,** who, after being duly sworn, deposes and says:

I certify that on the 12th day of May, 2004, I mailed a true and correct copy of the Reminder Letter to: Charles W. Todd, 614 E. Orange Street, Altamonte Springs, Florida, 32701.

Connie R DeVasto

Connie R. DeVasto

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged
2004, by Connie R. DeVasto, who is personally know

Notar
State
My co

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

Postage	$
Certified Fee	
Return Reciept Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total P	

Postmark Here

7003 2260 0003 5325 6253

Sent To REMINDER LETTER 04-14-CEB
CHARLES W TODD
Street, A 614 E ORANGE STREET
or PO Bo
City, Stat ALTAMONTE SPRINGS FL 32701

PS Form 3800, June 2002 See Reverse for Instructio

PLANNING AND DEVELOPMENT DEPARTMENT

CODE ENFORCEMENT

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

May 11, 2004

CHARLES W. TODD
614 E. ORANGE STREET
ALTAMONTE SPRINGS, FL 32701

CASE NO. 04-14-CEB
PARCEL I.D. # 12-21-29-5BD-5100-0010

This is just a reminder that your case will be heard before the Code Enforcement Board on Thursday, May 20, 2004 at 1:30 PM in the BCC Chambers located at the County Services Building, 1101 E First Street, Sanford.

It would be in your best interest to be present at this hearing.

Any inquiries concerning this matter may be made by calling (407) 665-7403, in Sanford, Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Connie R DeVasto

Connie R. DeVasto
Clerk to the Code Enforcement Board

1101 EAST FIRST STREET SANFORD FL 32771-1468 TELEPHONE (407) 665-7403 FAX (407) 665-7385

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

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

Petitioner,

vs. **CASE NO. 04-14-CEB**

Charles W Todd,

Respondents.

_____/

AFFIDAVIT OF POSTING 0F NOTICE OF HEARING

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

1. That the statements set forth herein are based upon personal knowledge.

2. That there is cause to believe that a violation of the Seminole County Code currently exists at **614 E Orange St**, Seminole County, Florida, and a Statement of Violation has been issued alleging such violation. A hearing has been scheduled regarding this alleged violation.

3. That the undersigned Code Enforcement Officer posted a Notice of Hearing and a copy of the Statement of Violation and Request for Hearing on the above stated property on the following date **02/9/04**.

Donna Wisniewski
Donna Wisniewski, Code Officer

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 9th day of February 2004, by **Donna Wisniewski**, who is personally known to me.

Connie R DeVasto
Notary Public in and for the County and State Aforementioned
My commission expires: _____

Connie R. DeVasto
MY COMMISSION # CC961768 EXPIRES
August 17, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
CASE NO: 04-14-CEB

COPY

NOTICE OF HEARING

TO: Charles W. Todd
614 E. Orange Street
Altamonte Springs, FL 32701

NOTICE is hearby given that the Code Enforcement Board of Seminole County, Florida, intends to hold a hearing at 1:30 P.m., or as soon thereafter as possible, at its regular meeting on the 19th day of February, 2004, at the Seminole County Services Building, BCC Chambers, Room 1028, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property, legally described as follows:

614 E Orange Street
Altamonte Springs, FL 32701
PARCEL ID# - 12-21-29-5BD-5100-0010

The violation charged is, specifically:
1) Uncultivated vegetation in excess of 24" & within 75' of a structure. 2) Remains of rubble of structure which has been burned, stricken by other casualty or demolished 3) Junked or abandoned vehicle not kept within an enclosed garage or an attached carport.

Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and for such purpose, they may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department ADA Coordinator 48 hours in advance of the meeting at (407) 665-7941.

SEMINOLE COUNTY CODE ENFORCEMENT
PLANNING & DEVELOPMENT DEPARTMENT
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771-1468

DATED this 9th day of Feb, 2004.

given to officer

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

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

CASE NO. 04-14-CEB

Petitioner,

vs.

CHARLES W. TODD

Respondent.

_____/

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Connie R. DeVasto, for **Planning Division/Code Enforcement,** who, after being duly sworn, deposes and says:

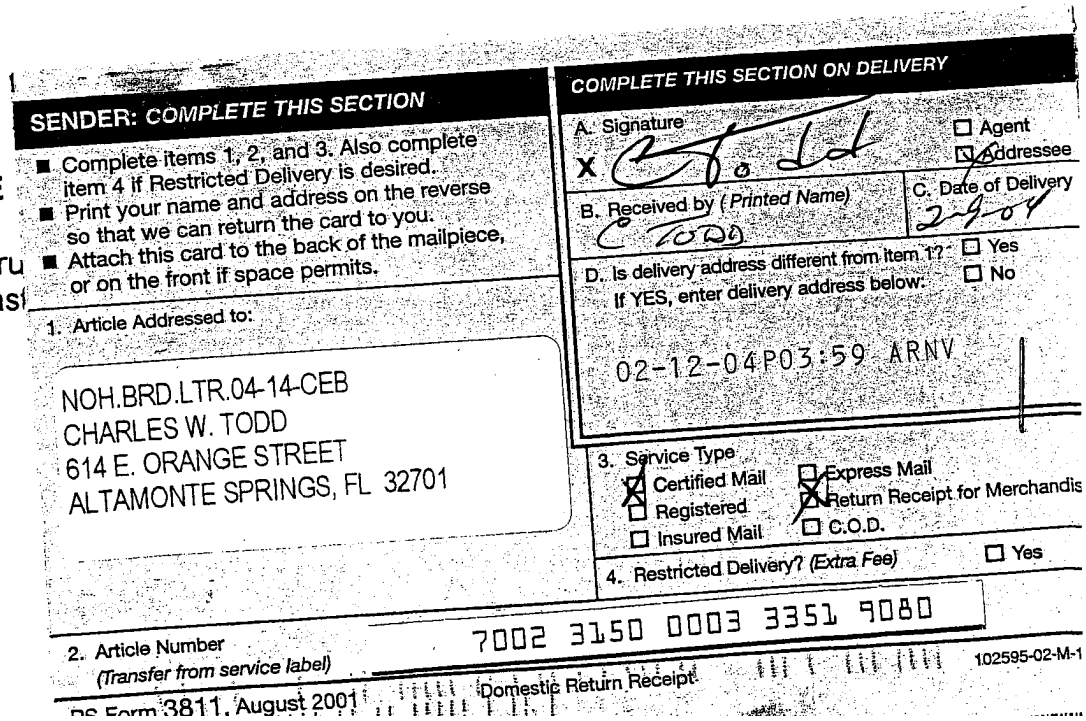
I certify that on the 3rd day of February, 2004, I mailed a true and correct copy of the Statement of Violation, Board Letter and Notice of Hearing to: Charles W. Todd, 614 E. Orange Street, Altamonte Springs, Florida, 32701.

Connie R DeVasto

Connie R. DeVasto

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instru
2004, by Connie R. DeVas



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NOH.BRD.LTR.04-14-CEB
CHARLES W. TODD
614 E. ORANGE STREET
ALTAMONTE SPRINGS, FL 32701

COMPLETE THIS SECTION ON DELIVERY

A. Signature X ☐ Agent ☒ Addressee

B. Received by (Printed Name) C TODD

C. Date of Delivery 2-9-04

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

02-12-04P03:59 ARNV

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandis
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7002 3150 0003 3351 9080

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

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

Petitioner,

vs.

CHARLES W. TODD

Respondent(s).

CASE NO. 04-14-CEB

COPY

NOTICE OF HEARING

To: CHARLES W. TODD
614 E. ORANGE STREET
ALTAMONTE SPRINGS, FL 32701

NOTICE is hereby given that the Code Enforcement Board of Seminole County, Florida, intends to hold a public hearing at 1:30 PM, or as soon thereafter as possible, at its regular meeting on **Thursday, the 19th day of February, 2004**, at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property, specifically:

UNCULTIVATED VEGETATION IN EXCESS OF 24" AND WITHIN 75' OF A STRUCTURE, REMAINS OR RUBBLE OF A STRUCTURE WHICH HAS BEEN BURNED, STRICKEN BY OTHER CASUALTY OR DEMOLISHED AND JUNKED OR ABANDONED VEHICLE NOT KEPT WITHIN AN ENCLOSED GARAGE OR AN ATTACHED CARPORT.

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING OFFICE (407) 665-7403.

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

PERSONS ARE ADVISED THAT IF THEY DECIDE TO APPEAL ANY DECISIONS MADE AT THESE MEETINGS/HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, THEY MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED, PER SECTION 285.0105.

DATED this 3rd day of February, 2004.

Connie R. DeVasto
Clerk to the Code Enforcement Board
Seminole County, Florida

Connie R DeVasto

PLANNING AND DEVELOPMENT DEPARTMENT

CODE ENFORCEMENT

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

February 3, 2004

COPY

CHARLES W. TODD
614 E. ORANGE STREET
ALTAMONTE SPRINGS, FL 32701

CASE NO. 04-14-CEB

The Seminole County Code Enforcement Board was created by Chapter 53 of the Seminole County Code as authorized by Chapter 162, Florida Statutes. The purpose of this Board is to facilitate the enforcement of the codes in force in Seminole County by means of a Board composed of seven citizens who can quickly and fairly reach decisions concerning alleged violations of these codes.

Seminole County has requested that you be called before this Board to determine whether you are in violation of its codes as alleged in the enclosed Statement of Violation and Request for Hearing. A Notice of Hearing is also enclosed setting the time, date and place of the public hearing.

You may appear at the hearing in person or you may be represented by counsel to present your side of the case. You have the right to call witnesses on your behalf and will have an opportunity to cross-examine all other witnesses. If you do not appear, the Board may proceed without you. Should the Board determine that a violation exists, it has the power to issue orders to take whatever steps are necessary to bring a violation into compliance, including the power to fine you and create a lien on your property up to two hundred fifty dollars ($250.00) for each day the violation continues past the date set for compliance by the Board's order. If the violation is corrected and then recurs or if the violation is not corrected by the time specified by the Code/Building Officer, the case may be presented to the Enforcement Board even if the violation has been corrected prior to the hearing.

Any inquiries concerning this matter may be made by calling (407) 665-7403, in Sanford, Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Connie R DeVasto

Connie R. DeVasto

Enclosures: Notice of Hearing
Statement of Violation
Request for Hearing

1101 EAST FIRST STREET SANFORD FL 32771-1468 TELEPHONE (407) 665-7403 FAX (407) 665-7385

'ODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

04-14-CEB
CEB NO. ~~03~~ -CEB

STATEMENT OF VIOLATION AND REQUEST FOR HEARING

Pursuant to Florida State Chapter 162, and Chapter 53 Seminole County Code, the undersigned Code Enforcement Officer hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby requests a public hearing before the Board.

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER: **Seminole County Code: Chapter 95 Section 95.4 as defined Section 95.3 (h), (i) & (l).**

LOCATION/ADDRESS WHERE VIOLATION EXISTS: **12-21-29-5BD-5100-0010**
614 E Orange Street
Altamonte Springs, FL Seminole County

Commissioner's District#: **4**
Sheriff's District#: **6**

NAME AND ADDRESS OF OWNER: **CHARLES W TODD**
614 E Orange Street
Altamonte Springs, FL 32701

DESCRIPTION OF VIOLATION: **1) Uncultivated vegetation in excess of 24" and within 75' of structure, 2) Remains of rubble of structure which as been burned, stricken by other casualty or demolished and 3) junked or abandoned vehicle not kept within an enclosed garage or an attached carport.**

DATE VIOLATION FIRST OBSERVED: **09/16/03**
DATE 1st NOTICE OF VIOLATION: **09/18/03**
DATE VIOLATION TO BE CORRECTED: **10/10/03**
DATE OF REINSPECTION: **10/13/03**
DATE OF 2ND NOTICE OF VIOLATION: **10/14/03 & 11/13/03**
DATE VIOLATION TO BE CORRECTED: **10/28/03 & 12/01/03**
DATE OF REINSPECTION: **10/30/03, 11/03/03 & 12/03/03**
INSPECTION RESULTS: **1) Uncultivated vegetation, remains or rubble of structure and junked or abandoned vehicles remain on the property**

Based upon the foregoing, the undersigned Code Inspector hereby certifies that the above described violation continues to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Board for a public hearing.

DATED THIS 11th DAY OF DECEMBER 2003

Dorothy Hird, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)
The foregoing instrument was acknowledged before me this **11th** day of **December** by **Dorothy Hird,** who is personally known to me.

Connie R DeVasto

Notary Public in and for the
County and State Aforementioned
My commission expires

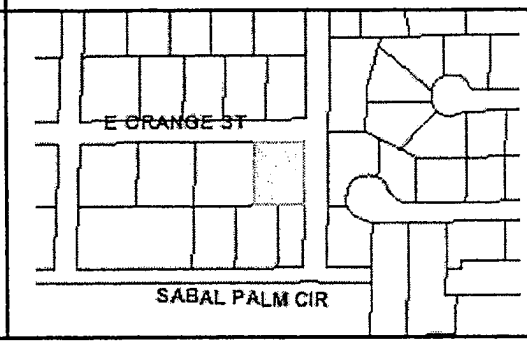
Connie R. DeVasto
MY COMMISSION # CC961768 EXPIRES
August 17, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

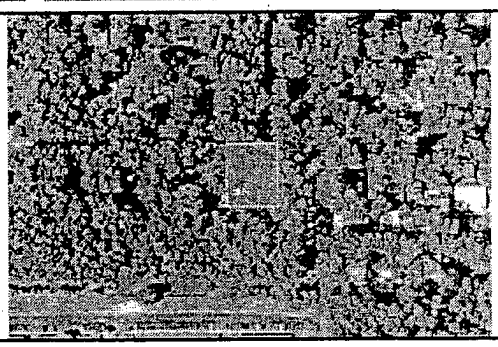
COMPLAINT NO. 03-CE000104

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX ROLL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford Fl. 32771
407-665-7506





GENERAL

Parcel Id:	12-21-29-5BD-5100-0010	Tax District:	01-TX DIST 1 - COUNTY
Owner:	TODD CHARLES W	Exemptions:	
Address:	614 E ORANGE ST		
City,State,ZipCode:	ALTAMONTE SPRINGS FL 32701		
Property Address:	614 ORANGE ST E ALTAMONTE SPRINGS 32701		
Subdivision Name:	SANLANDO		
Dor:	01-SINGLE FAMILY		

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$113,557
Depreciated EXFT Value:	$480
Land Value (Market):	$28,987
Land Value Ag:	$0
Just/Market Value:	$143,024
Assessed Value (SOH):	$143,024
Exempt Value:	$0
Taxable Value:	$143,024

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
QUIT CLAIM DEED	03/1988	01936	0823	$100	Improved
QUIT CLAIM DEED	09/1980	01382	1627	$100	Improved
WARRANTY DEED	03/1978	01159	1497	$56,700	Improved
WARRANTY DEED	01/1976	01090	1447	$5,600	Vacant

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

2003 Tax Bill Amount:	$2,463
2003 Taxable Value:	$143,666

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	122	141	.000	240.00	$28,987

LEGAL DESCRIPTION PLAT

LEG LOTS 1 & 2 BLK 51 SANLANDO PB 3 PG 65 1/2

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1976	6	2,649	2,056	CONC BLOCK	$113,557	$128,313

Appendage / Sqft	UTILITY FINISHED / 108
Appendage / Sqft	GARAGE FINISHED / 441
Appendage / Sqft	OPEN PORCH FINISHED / 44
Appendage / Sqft	UPPER STORY FINISHED / 480

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
FIREPLACE	1976	1	$480	$1,200

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

Seminole County

Sheriff Donald F. Eslinger
Member, Florida Sheriffs Association
Member, National Sheriffs' Association

COPY

An Internationally Accredited Agency

November 13, 2003

TODD W CHARLES
5079 COUNTY ROAD 20
MT GILEAD, OH 43338

Re: 12-21-29-5BD-5100-0010- located at 614 E ORANGE ST

File: 3-CE000104

Dear Property Owner:

On September 18, 2003, you were given notice concerning violations that exist on your property.

Please be advised that the violations listed on the attached violation summary report still exist. Corrective measures must be taken by December 1, 2003, or formal charges will be brought before the Code Enforcement Board.

The Code Enforcement Board has the power to levy fines up to $250.00 a day for every day that the property remains in violation.

If you have any questions concerning this matter, please contact the Code Enforcement Officer, Dorothy Hird at (407) 331-3845 for any further information.

Thank you for your attention in this matter.

Sincerely,

Dorothy Hird
Code Enforcement Officer

Attachment

100 Bush Blvd., Sanford, Florida 32773 **http://www.seminolesheriff.org**
Office: (407) 665-6600 / Corrections: (407) 323-6512 / Orlando Exchange: (407) 830-8111

Sheriff Donald F. Eslinger
Member, Florida Sheriffs Association
Member, National Sheriffs' Association
Seminole County

COPY

An Internationally Accredited Agency

CASE NUMBER: 3-CE000104
PROPERTY ADDRESS: 614 E ORANGE STR

VIOLATION: UNCULTIVATED VEGETATION
DESCRIPTION: SCC CHAPTER 95 SECTION 95.3 (h)
Uncultivated vegetation (any weed growth, grass growth, undergrowth or dead or living vegetative matter which is allowed to grow in an uncontrolled manner or is not regularly maintained) which is in excess of twenty-four (24) inches in height and located within 75' from any structure.

CORRECTIVE ACTION: Remove the uncultivated vegetation.

REMAINS/RUBBLE STRUCTURES
DESCRIPTION: SCC CHAPTER 95 SECTION 95.4 (i)
The remains or rubble of structures, which have been burned, stricken by other casualty or demolished.

CORRECTIVE ACTION: Remove remains or rubble of structures, which have been burned, stricken by other casualty or demolished.

VIOLATION: JUNK VEHICLE
DESCRIPTION: SCC CHAPTER 95 SECTION 95.3 (l).
Junked or abandoned boat; provided, however, that a junked vehicle kept within an enclosed garage or attached carport, or on the premises of a legally operating business enterprise when necessary to the functioning of such business operated in a lawful place and manner, or in a permitted or lawful storage area or depository maintained in a lawful place and manner shall not be deemed a violation.

CORRECTIVE ACTION: Repair or remove any vehicle(s) that cannot operate legally on the public road right of way, if it were properly licensed, or place vehicle(s) in an attached carport or enclosed garage.

100 Bush Blvd., Sanford, Florida 32773 http://www.seminolesheriff.org
Office: (407) 665-6600 / Corrections: (407) 323-6512 / Orlando Exchange: (407) 830-8111

Seminole County

Sheriff Donald F. Eslinger

Member, Florida Sheriffs Association
Member, National Sheriffs' Association

COPY

An Internationally Accredited Agency

October 14, 2003

CHARLES W TODD
5079 COUNTY ROAD 20
MT GILEAD, OH 43338

Re: 12-21-29-5BD-5100-0010- located at 614 E ORANGE STR

File: 3-CE000104

Dear Property Owner:

On September 18, 2003, you were given notice concerning violations that exist on your property.

Please be advised that the violations listed on the attached violation summary report still exist. Corrective measures must be taken by October 28, 2003, or formal charges will be brought before the Code Enforcement Board.

The Code Enforcement Board has the power to levy fines up to $250.00 a day for every day that the property remains in violation.

If you have any questions concerning this matter, please contact the Code Enforcement Officer, Dorothy Hird at (407) 331-3845 for any further information.

Thank you for your attention in this matter.

Sincerely,

Dorothy Hird
Code Enforcement Officer

Attachment

100 Bush Blvd., Sanford, Florida 32773 **http://www.seminolesheriff.org**
Office: (407) 665-6600 / Corrections: (407) 323-6512 / Orlando Exchange: (407) 830-8111

COPY

Sheriff Donald F. Eslinger
Member, Florida Sheriffs Association
Member, National Sheriffs' Association
Seminole County

An Internationally Accredited Agency

CASE NUMBER: 3-CE000104
PROPERTY ADDRESS: 614 E ORANGE STREET

VIOLATION: UNCULTIVATED VEGETATION
DESCRIPTION: SCC CHAPTER 95 SECTION 95.3 (h)
Uncultivated vegetation (any weed growth, grass growth, undergrowth or dead or living vegetative matter which is allowed to grow in an uncontrolled manner or is not regularly maintained) which is in excess of twenty-four (24) inches in height and located within 75' from any structure.

CORRECTIVE ACTION: Remove the uncultivated vegetation.

VIOLATION: UNCULTIVATED VEGETATION
DESCRIPTION: SCC CHAPTER 95 SECTION 95.3 (h)
Uncultivated vegetation (any weed growth, grass growth, undergrowth or dead or living vegetative matter which is allowed to grow in an uncontrolled manner or is not regularly maintained) which is in excess of twenty-four (24) inches in height and located within 75' from any structure.

CORRECTIVE ACTION: Remove the uncultivated vegetation.

REMAINS/RUBBLE STRUCTURES
DESCRIPTION: SCC CHAPTER 95 SECTION 95.4 (i)
The remains or rubble of structures, which have been burned, stricken by other casualty or demolished.

CORRECTIVE ACTION: Remove remains or rubble of structures, which have been burned, stricken by other casualty or demolished.

100 Bush Blvd., Sanford, Florida 32773 http://www.seminolesheriff.org
Office: (407) 665-6600 / Corrections: (407) 323-6512 / Orlando Exchange: (407) 830-8111

Seminole County

Sheriff Donald F. Eslinger
Member, Florida Sheriffs Association
Member, National Sheriffs' Association

COPY

An Internationally Accredited Agency

September 18, 2003

CHARLES W TODD
614 E ORANGE STREET
ALTAMONTE SPRINGS, FL 32701

Re: 12-21-29-5BD-5100-0010- located at 614 E ORANGE STR

File: 3-8090

Dear Property Owner and all Interested Parties:

This is to advise you that the above-described property has been inspected and violation(s) of the Seminole County Code have been identified. Please note the specific violation(s) listed on the violation summary report.

The violation shall be corrected by October 10, 2003. Failure to comply may result in formal charges brought before the Seminole County Code Enforcement Board. The Board has been granted the authority to levy fines in an amount up to $250.00 per day for every day the violation exists.

Please contact the Code Enforcement Inspector, Dorothy Hird at (407) 331-3845, for any information regarding this matter.

Thank you for your attention in this matter.

Sincerely,

Dorothy Hird
Code Enforcement Officer

Enclosure

100 Bush Blvd., Sanford, Florida 32773 http://www.seminolesheriff.org
Office: (407) 665-6600 / Corrections: (407) 323-6512 / Orlando Exchange: (407) 830-8111

Seminole County

Sheriff Donald F. Eslinger
Member, Florida Sheriffs Association
Member, National Sheriffs' Association

COPY

An Internationally Accredited Agency

September 18, 2003

CHARLES W TODD
5079 COUNTY ROAD 20
MOUNT GILEAD, OH 43338

Re: 12-21-29-5BD-5100-0010- located at 614 E ORANGE STR

File: 3-8090

Dear Property Owner and all Interested Parties:

This is to advise you that the above-described property has been inspected and violation(s) of the Seminole County Code have been identified. Please note the specific violation(s) listed on the violation summary report.

The violation shall be corrected by October 10, 2003. Failure to comply may result in formal charges brought before the Seminole County Code Enforcement Board. The Board has been granted the authority to levy fines in an amount up to $250.00 per day for every day the violation exists.

Please contact the Code Enforcement Inspector, Dorothy Hird at (407) 331-3845, for any information regarding this matter.

Thank you for your attention in this matter.

Sincerely,

Dorothy Hird
Code Enforcement Officer

Enclosure

100 Bush Blvd., Sanford, Florida 32773 http://www.seminolesheriff.org
Office: (407) 665-6600 / Corrections: (407) 323-6512 / Orlando Exchange: (407) 830-8111

Sheriff Donald F. Eslinger
Member, Florida Sheriffs Association
Member, National Sheriffs' Association
Seminole County

COPY

An Internationally Accredited Agency

CASE NUMBER: 3-8090
PROPERTY ADDRESS: 614 E ORANGE STREET

VIOLATION: UNCULTIVATED VEGETATION
DESCRIPTION: SCC CHAPTER 95 SECTION 95.3 (h)
Uncultivated vegetation (any weed growth, grass growth, undergrowth or dead or living vegetative matter which is allowed to grow in an uncontrolled manner or is not regularly maintained) which is in excess of twenty-four (24) inches in height and located within 75' from any structure.

CORRECTIVE ACTION: Remove the uncultivated vegetation.

VIOLATION: JUNK VEHICLE
DESCRIPTION: SCC CHAPTER 95 SECTION 95.3 (l).
Junked or abandoned boat; provided, however, that a junked vehicle kept within an enclosed garage or attached carport, or on the premises of a legally operating business enterprise when necessary to the functioning of such business operated in a lawful place and manner, or in a permitted or lawful storage area or depository maintained in a lawful place and manner shall not be deemed a violation.

CORRECTIVE ACTION: Repair or remove any vehicle(s) that cannot operate legally on the public road right of way, if it were properly licensed, or place vehicle(s) in an attached carport or enclosed garage.

REMAINS/RUBBLE STRUCTURES
DESCRIPTION: SCC CHAPTER 95 SECTION 95.4 (i)
The remains or rubble of structures, which have been burned, stricken by other casualty or demolished.

CORRECTIVE ACTION: Remove remains or rubble of structures, which have been burned, stricken by other casualty or demolished.

100 Bush Blvd., Sanford, Florida 32773 http://www.seminolesheriff.org
Office: (407) 665-6600 / Corrections: (407) 323-6512 / Orlando Exchange: (407) 830-8111

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: The Hitching Post Special Event Permit for "Blues for School"

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Joy Williams **EXT:** 7399

MOTION/RECOMMENDATION:

1. Approve the request by The Hitching Post for a Special Event Permit to allow for an outdoor concert with amplification of sound on November 8, 2009, located at 1485 C.R 419 (Robert Shane Hedrick, applicant); or

2. Deny the request by The Hitching Post for a Special Event Permit to allow for an outdoor concert with amplification of sound on November 8, 2009, located at 1485 C.R 419 (Robert Shane Hedrick, applicant); or

3. Continue the request to a time and date certain.

District 1 Bob Dallari Joy Williams

BACKGROUND:

The applicant is requesting a special event permit to allow for an outdoor concert to be held at The Hitching Post Bar located at the corner of C.R 419 and Lake Mills Rd. The event would be held on November 8th, 2009, from the hours of 4 p.m to 12 a.m.

The applicant proposes to have a portable stage on site and four live musical performance groups with outdoor amplification; no outdoor food vendors are proposed. All activities will take place on site within the existing fenced patio area. The applicant estimates the number of attendees will be between 65 - 75 people which is under the allowable load occupancy of 125 people. The applicant will utilize the existing on-site parking area; sanitation will be provided by existing restrooms within the main building. All medical and policing will be provided by Seminole County Public Safety and the Seminole County Sheriff's Office.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the request by The Hitching Post for a Special Event Permit to allow for an outdoor concert with amplification of sound for the hours of 4 p.m to 12 a.m on November 8, 2009 , located at 1485 C.R 419 (Robert Shane Hedrick, applicant), based upon the following conditions.

1. The event must comply with all fire, sheriff, building codes, Florida Statutes, and Seminole Cound Code Chapter 185 regulations.

2. The hours of operation for the amplification of sound shall be limited to November 8, 2009 between 4 p.m - 12 a.m.

3. Security shall be provided by two (2) off duty Seminole County Sheriff's Deputies.

ATTACHMENTS:

1. Application
2. Site Plan
3. Aerial Map
4. FLU Zoning Map

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

RECEIVED AUG 0 3 2009

SEMINOLE COUNTY PLANNING & DEVELOPMENT DEPARTMENT
PLANNING DIVISION
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-7371 PHONE (407) 665-7385 FAX **APPL.NO._____**

APPLICATION FOR A SPECIAL EVENT PERMIT

Applications for a Special Event Permit shall include all applicable items listed in the Application Checklist. No application will be reviewed until a complete application (including all information requested below) has been received by the Planning & Development Department, Planning Division.

	PROPERTY OWNER	AUTHORIZED AGENT *
NAME	Robert Shane Hedrick	
ADDRESS	2680 Wassum Trail Chuluota, FL. 32766	
PHONE 1	321-377-0013	
PHONE 2		
E-MAIL	SRH33@AOL.com	

*Applicant Authorization Form required

PROJECT INFORMATION	
PROJECT NAME	Blues for Schools
SITE ADDRESS	1485 C.R. 419 Chuluota, FL. 32766
CURRENT USE	Bar - Grill
GENERAL LOCATION	Corner of Lake Mills Rd and C.R. 419
PROPERTY ID NUMBER(S)	28-21-32-503-0100-0070
SIZE OF PROPERTY	4 acres
DATE OF EVENT	November 8 Th 2009
DESCRIPTION OF EVENT	4 Blue's Bands will Play for Charity To Raise money for The Seminole County Elemtary Schools.
HOURS OF EVENT	4 Pm 12 AM
NUMBER OF ATTENDEES	65-75

By my signature hereto, I do hereby certify that the information contained in this application is true and correct to the best of my knowledge, and understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and / or revocation of any approval based upon this application. I also represent that I have the lawful right and authority to file this application.

7-30-09

SIGNATURE OF AUTHORIZED APPLICANT* **DATE**

* Proof of owner's authorization is required with submittal if signed by agent.

Blue's for schools

<u>Performers at event:</u>

Deuces Wild
Shaun Rounds
Little Mookie & The Half Pints
Smokin' Torpedoes

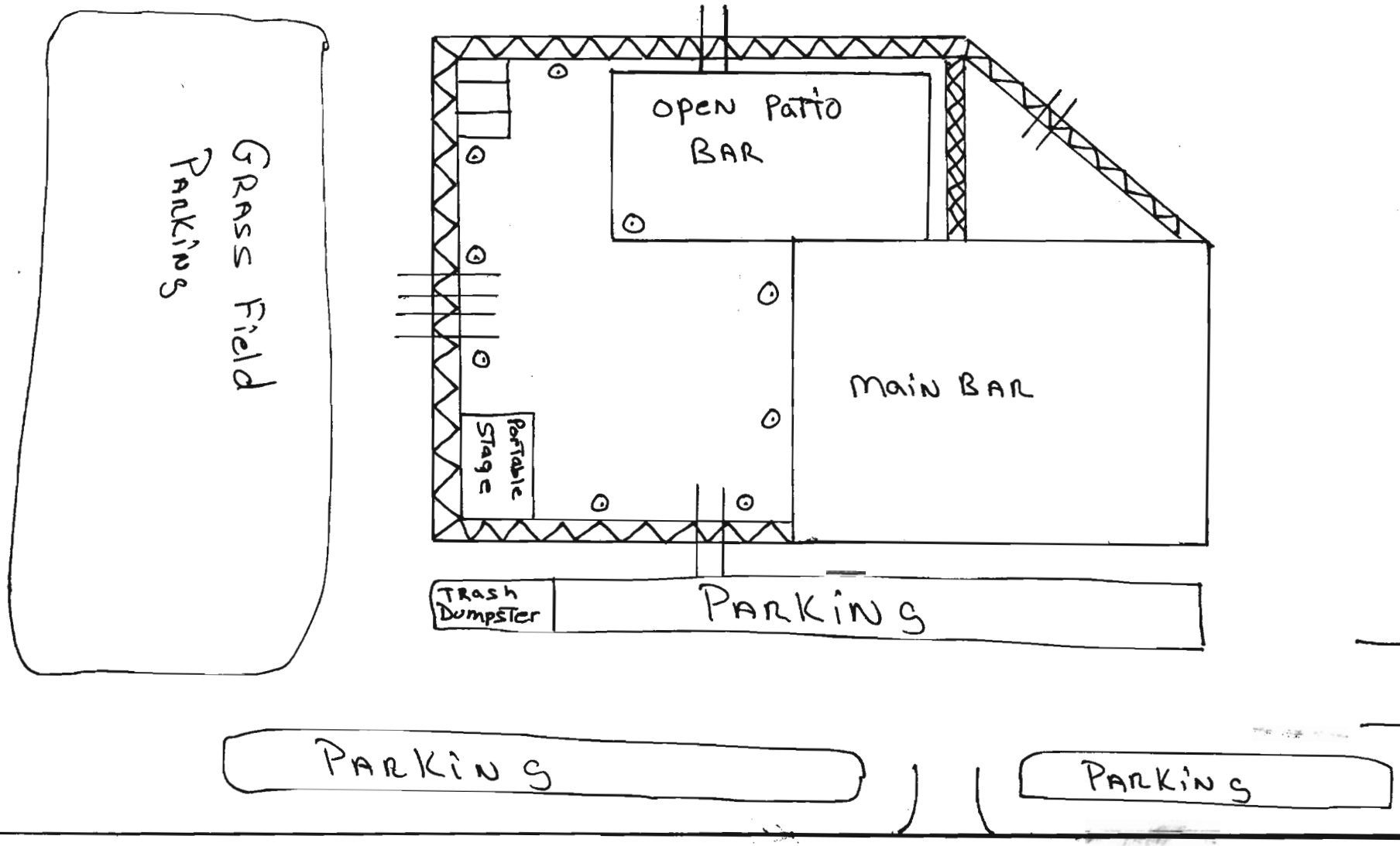
No Outside Food Vendors At This Event

Total of nine (9) Trash Cans Throughout The Field Area

Planned Amount of Attendees is under our Occupancy Load of 125

Parcell #
28-21-32-503-0600-0070
1485 C.R. 419
Chuluota, Fl. 32766

= 6 FT Privacy Fence
|| = Single Gate
|||| = Double Gate
⊙ = Trash Cans



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/11/2009

PRODUCER

ROGER DOUGHTY INS. CONSULTANTS COMPANY
508 N GRANDVIEW AVE
SANFORD, FL 32771
407-321-2129

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

THE HITCHING POST BAR & GRILL, INC.
1485 COUNTY RD. 419
CHULUOTA, FL 32766

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: WESTERN HERITAGE INSURANCE CO.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY					
		X COMMERCIAL GENERAL LIABILITY	SCP0758145	7/9/09	7/9/10	EACH OCCURRENCE	$ 100,000
		CLAIMS MADE / OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 100,000
						GENERAL AGGREGATE	$ 200,000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$ 100,000
		AUTOMOBILE LIABILITY					
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per person)	$
		HIRED AUTOS					
		NON-OWNED AUTOS				BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

BAR AND GRILL

CERTIFICATE HOLDER

SEMINOLE COUNTY, ATTN. PLANNING DIVISION
2ND FLOOR, 1101 E 1ST STREET
SANFORD, FLORIDA 32771
407-665-7385

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Roger H. Doughty

AC# 3906997

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO

SEQ# L08081102004

DATE	BATCH NUMBER	LICENSE NBR	SERIES	TOBACCO
08/11/2008	088028017	BEV6902970	4COP	DUAL LICENSE

The RETAILER OF ALCOHOLIC BEVERAGES
Named below IS LICENSED
Under the provisions of Chapter 565 FS.
Expiration date: SEP 30, 2009

HITCHING POST BAR & GRILL INC
HITCHING POST
1485 C.R. 419
CHULUOTA FL 32766

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 4279993

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS

SEQ# L09022501210

DATE	BATCH NUMBER	LICENSE NBR	
02/25/2009	087048759	SEA6900062	NBR. OF SEATS: 40

The SEATING FOOD SERVICE (2010) . NON- .
Named below IS LICENSED
Under the provisions of Chapter 509 FS. . TRANSFERABLE .
Expiration date: APR 1, 2010

HITCHING POST BAR & GRILL INC
HITCHING POST
1485 HWY 419
CULUOTA FL 32766

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

SEMINOLE COUNTY APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is defined as:

- The property owner of record: or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Robert Shane Hedrick, the fee simple owner of the following
(Owner's Name)

described property (Provide Legal Description or Tax Parcel ID Number(s) _____
28-21-32-503-0L00-0070

hereby petition Seminole County for a Special Event Permit and affirm that_____
_____ is hereby designated to act as my / our authorized agent and to file the attached application for the stated amendment and make binding statements and commitments regarding the amendment request.

Robert Shane Hedrick
Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Seminole County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20___.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared_____, who is personally known to me or who has produced_____has identification and who executed the foregoing instrument and sworn an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 25TH day of AUG, 2009.

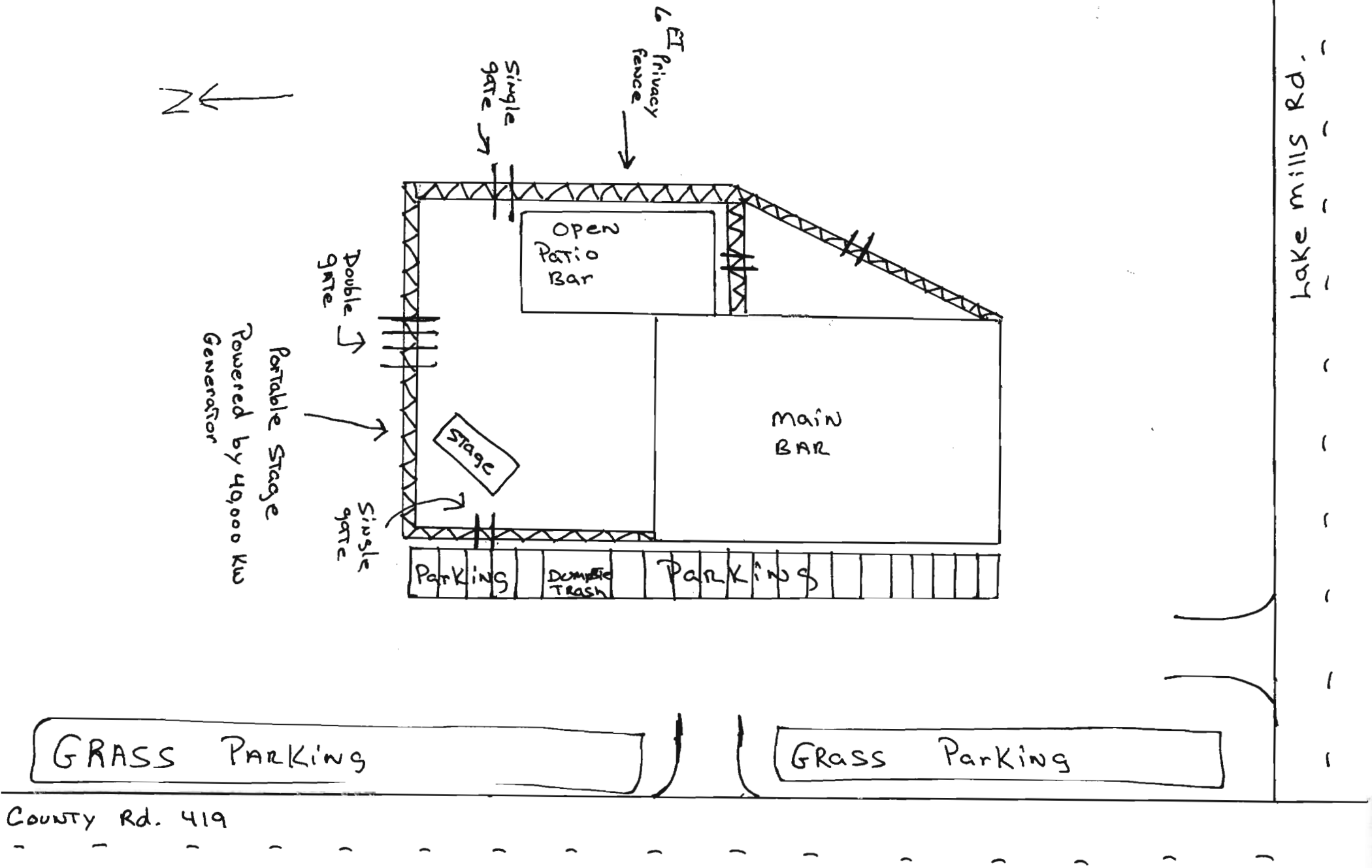
Philip Laws
Notary Public in and for the County and State
Aforementioned

My Commission Expires:

PHILIP LAWS
Comm# DD0752365
Expires 1/27/2012
Florida Notary Assn., Inc

y:\tempshare\webteam\planning\special event permit 2009.doc
Revised March 17, 2008

The Hitching Post
1485 C.R. 419
Chuluota, Fl. 32766
28-21-32-503-0100-0070

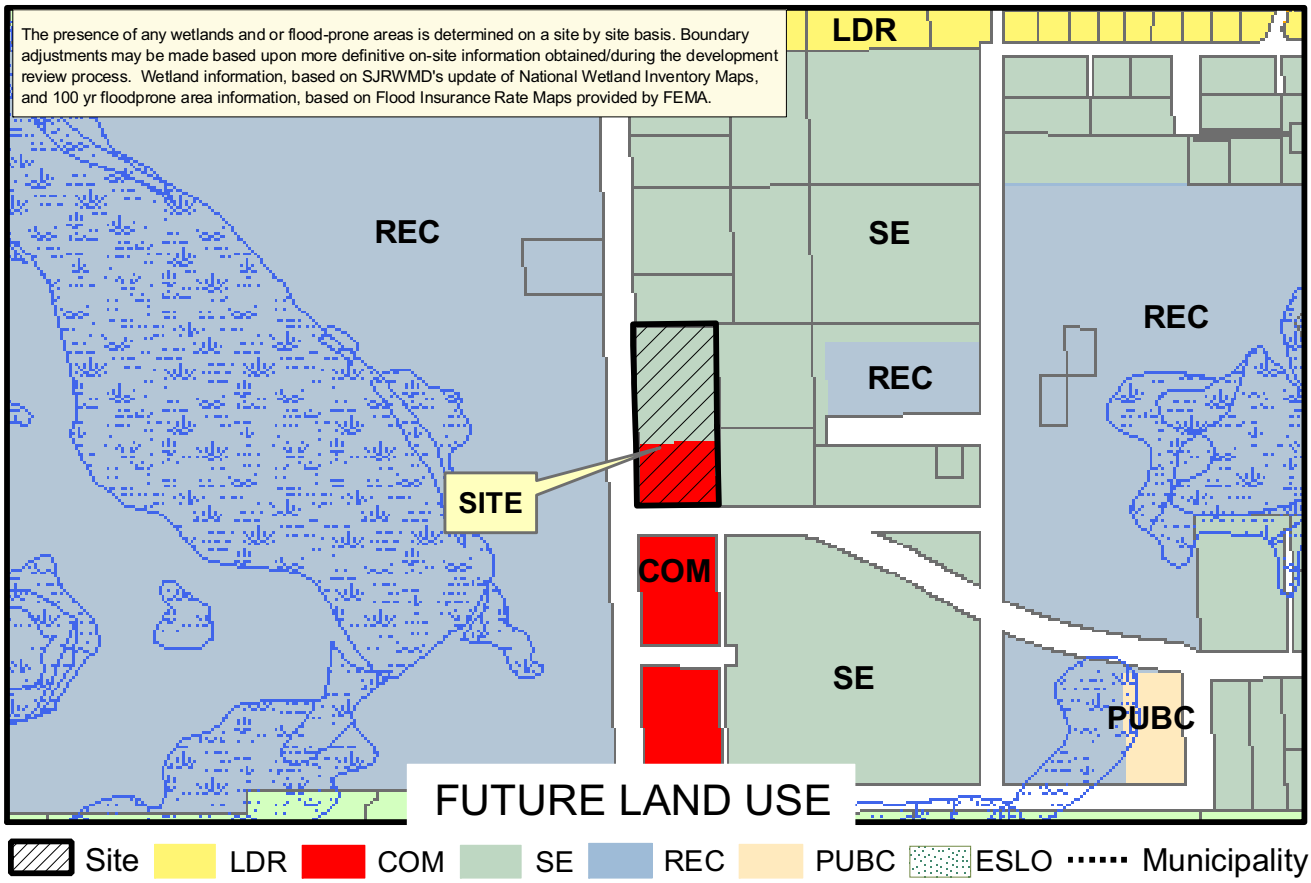


Parcel
Subject Property

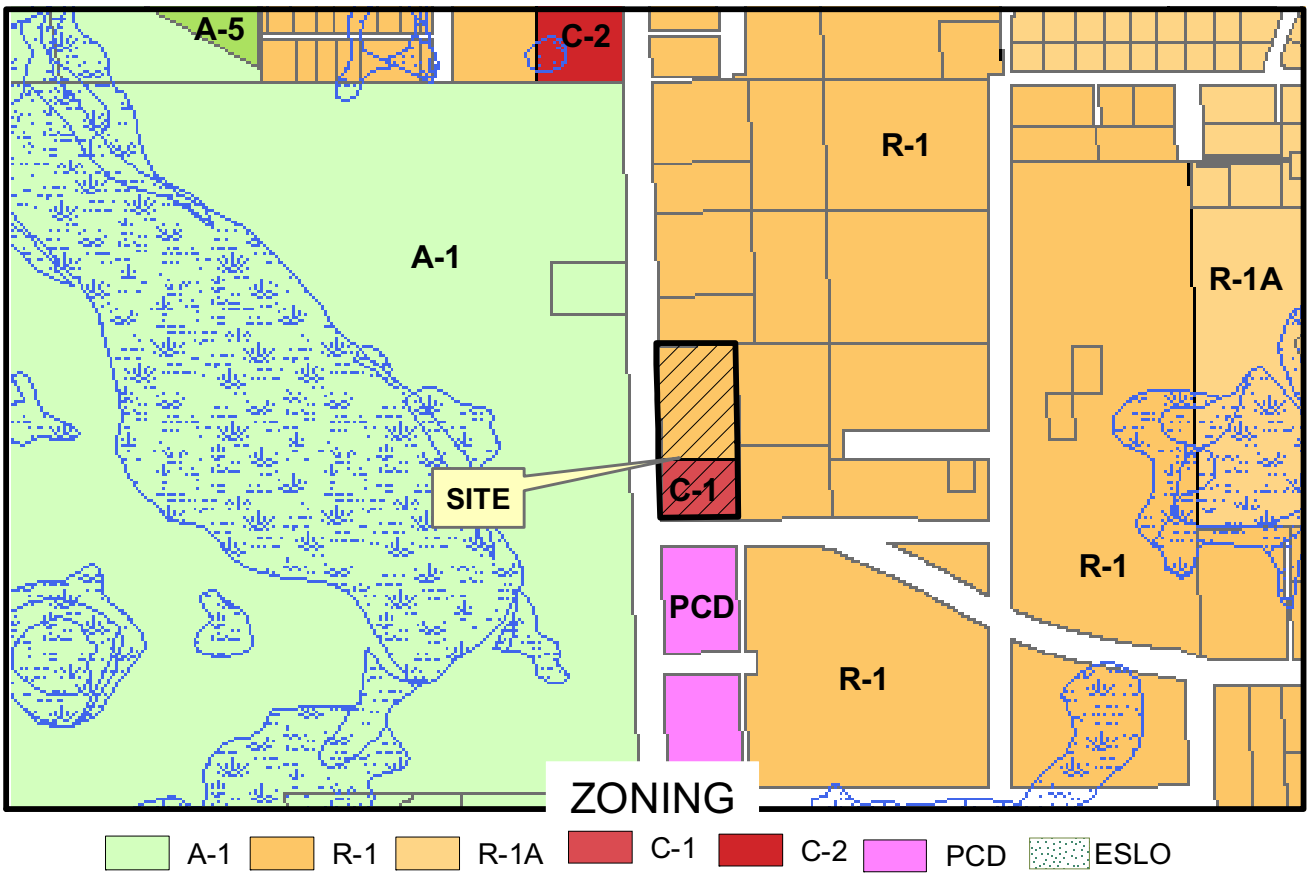
N

Winter 2009 Color Aerials

filename: L:/pl/projects/p&z/GIS/Special projects/events/hitchingpostl.mxd 08/27/07



Applicant: Robert Shane Hedrick
Physical STR: 28-21-32-503-0L00-0070
Gross Acres: 4.11 +/- BCC District: 1
Existing Use: Hitching Post, Chuluota - Blues For Schools Event
Special Notes: Special Event Permit



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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: The Hitching Post Special Event Permit for a New Years Eve party

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Joy Williams **EXT:** 7399

MOTION/RECOMMENDATION:

1. Approve the request by The Hitching Post for a Special Event Permit for a New Years Eve party with outdoor amplification of sound on December 31, 2009, located at 1485 C.R 419 (Robert Shane Hedrick, applicant); or

2. Deny the request by The Hitching Post for a Special Event Permit for a New Years Eve party with outdoor amplification of sound on December 31, 2009, located at 1485 C.R 419 (Robert Shane Hedrick, applicant); or

3. Continue the request to a time and date certain.

District 1 Bob Dallari Joy Williams

BACKGROUND:

The applicant is requesting a Special Event Permit for a New Years Eve party with outdoor amplification of sound to be held at The Hitching Post Bar located at the corner of C.R 419 and Lake Mills Rd. The event would be held on December 31, 2009, from the hours of 10 p.m to 2 a.m.

The applicant proposes to have a DJ on site with outdoor amplification; no outdoor food vendors are proposed. All activities will take place on site within the existing fenced patio area. The applicant will utilize the existing on-site parking area; sanitation will be provided by existing restrooms within the main building. All medical and policing will be provided by Seminole County Public Safety and the Seminole County Sheriff's Office.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the request by The Hitching Post for a Special Event Permit for a New Years Eve party with outdoor amplification of sound on December 31, 2009, located at 1485 C.R 419 (Robert Shane Hedrick, applicant), based upon the following conditions.

1. The event must comply with all fire, sheriff, building codes, Florida Statutes, and Seminole Cound Code Chapter 185 regulations.

2. The hours of operation for the amplification of sound shall be limited to December 31, 2009 between 10 p.m - 2 a.m.

3. Security shall be provided by two (2) off duty Seminole County Sheriff's Deputies.

ATTACHMENTS:

1. Application
2. Site Plan
3. Aerial Map
4. FLU Zoning Map

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

RECEIVED AUG 03 2009

SEMINOLE COUNTY PLANNING & DEVELOPMENT DEPARTMENT
PLANNING DIVISION
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-7371 PHONE (407) 665-7385 FAX **APPL.NO._____**

APPLICATION FOR A SPECIAL EVENT PERMIT

Applications for a Special Event Permit shall include all applicable items listed in the Application Checklist. No application will be reviewed until a complete application (including all information requested below) has been received by the Planning & Development Department, Planning Division.

	PROPERTY OWNER	AUTHORIZED AGENT *
NAME	Robert Shane Hedrick	
ADDRESS	2680 Wassum Trail Chuluota, FL 32766	
PHONE 1	321-377-0013	
PHONE 2		
E-MAIL	SRH33@AOL.com	

***Applicant Authorization Form required**

PROJECT INFORMATION	
PROJECT NAME	New Years Eve Party
SITE ADDRESS	1485 C.R. 419 Chuluota, FL 32766
CURRENT USE	Bar and Grill
GENERAL LOCATION	Corner of Lake Mills Rd. and C.R. 419
PROPERTY ID NUMBER(S)	28-21-32-503-0L00-0070
SIZE OF PROPERTY	4 acres
DATE OF EVENT	12-31-2009
DESCRIPTION OF EVENT	New Years Eve party with live music from 9 pm - 1 am D.J. only
HOURS OF EVENT	10 pm - 2 am
NUMBER OF ATTENDEES	65-75

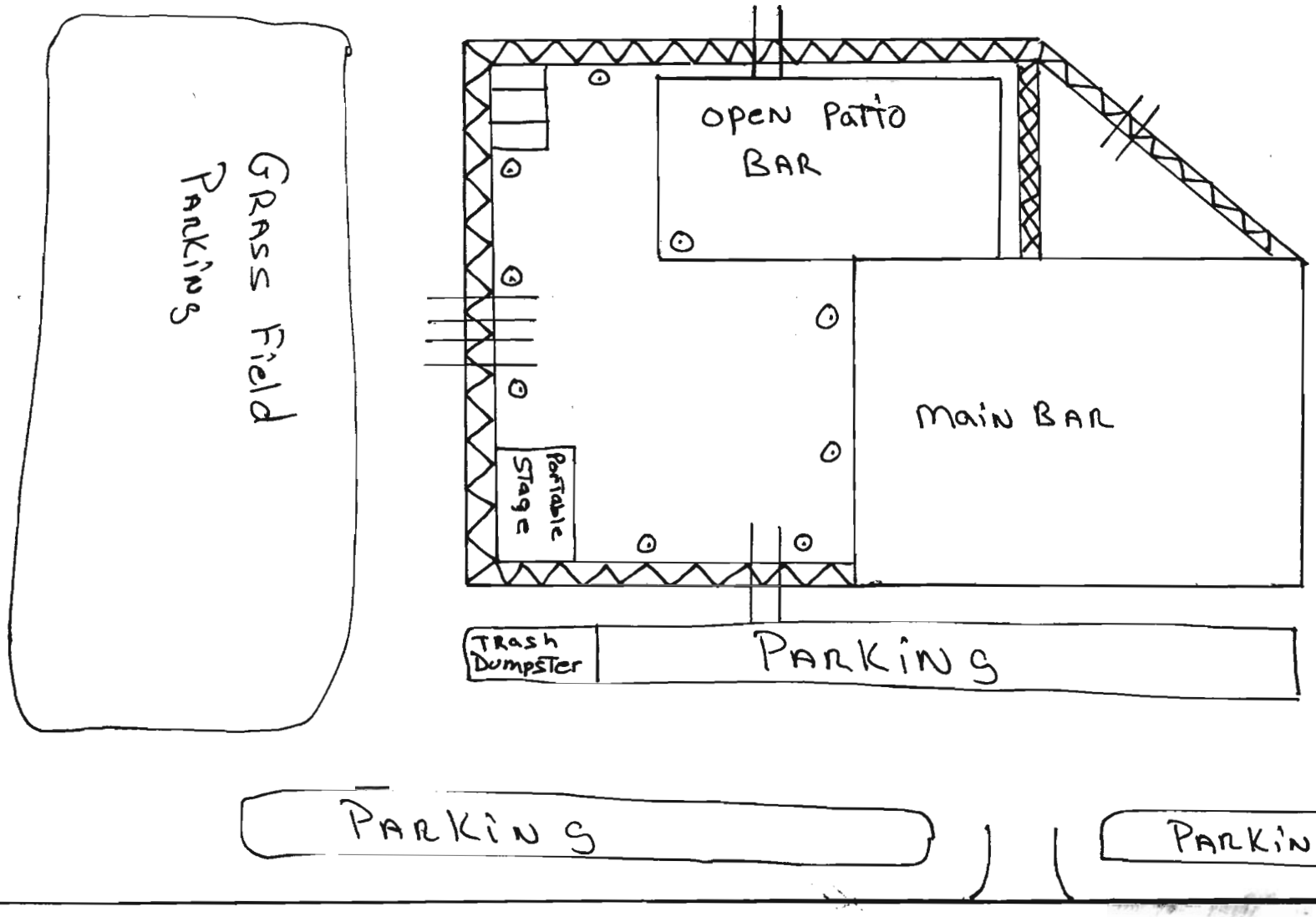
By my signature hereto, I do hereby certify that the information contained in this application is true and correct to the best of my knowledge, and understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and / or revocation of any approval based upon this application. I also represent that I have the lawful right and authority to file this application.

SIGNATURE OF AUTHORIZED APPLICANT* 7-30-09 **DATE**

* Proof of owner's authorization is required with submittal if signed by agent.

Parcell #
28-21-32-503-0600-0070
1485 C.R. 419
Chuluota, Fl. 32766

XXXXXX = 6 Ft Privacy Fence
|| = Single Gate
|||| = Double Gate
⊙ = Trash Cans



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/11/2009

PRODUCER
ROGER DOUGHTY INS. CONSULTANTS COMPANY
508 N GRANDVIEW AVE
SANFORD, FL 32771
407-321-2129

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
THE HITCHING POST BAR & GRILL, INC.
1485 COUNTY RD. 419
CHULUOTA, FL 32766

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: WESTERN HERITAGE INSURANCE CO.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY					
		X COMMERCIAL GENERAL LIABILITY	SCP0758145	7/9/09	7/9/10	EACH OCCURRENCE	$ 100,000
		CLAIMS MADE / OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 100,000
						GENERAL AGGREGATE	$ 200,000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC				PRODUCTS - COMP/OP AGG	$ 100,000
		AUTOMOBILE LIABILITY					
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per person)	$
		HIRED AUTOS					
		NON-OWNED AUTOS				BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

BAR AND GRILL

CERTIFICATE HOLDER

SEMINOLE COUNTY, ATTN. PLANNING DIVISION
2ND FLOOR, 1101 E 1ST STREET
SANFORD, FLORIDA 32771
407-665-7385

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AC# 3906997

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO

SEQ# L08081102004

DATE	BATCH NUMBER	LICENSE NBR	SERIES	TOBACCO
08/11/2008	088028017	BEV6902970	4COP	DUAL LICENSE

The RETAILER OF ALCOHOLIC BEVERAGES
Named below IS LICENSED
Under the provisions of Chapter 565 FS.
Expiration date: SEP 30, 2009

HITCHING POST BAR & GRILL INC
HITCHING POST
1485 C.R. 419
CHULUOTA FL 32766

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 4279993

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS

SEQ# L09022501210

DATE	BATCH NUMBER	LICENSE NBR	
02/25/2009	087048759	SEA6900062	NBR. OF SEATS: 40

The SEATING FOOD SERVICE (2010) . NON- .
Named below IS LICENSED
Under the provisions of Chapter 509 FS. . TRANSFERABLE .
Expiration date: APR 1, 2010

HITCHING POST BAR & GRILL INC
HITCHING POST
1485 HWY 419
CULUOTA FL 32766

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

SEMINOLE COUNTY APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is defined as:

- The property owner of record: or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Robert Shane Hedrick, the fee simple owner of the following
(Owner's Name)

described property (Provide Legal Description or Tax Parcel ID Number(s) _____
28-21-32-503-0L00-0070

hereby petition Seminole County for a Special Event Permit and affirm that_____
_____ is hereby designated to act as my / our authorized agent and to file the attached application for the stated amendment and make binding statements and commitments regarding the amendment request.

Robert Shane Hedrick
Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Seminole County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20___.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared_____, who is personally known to me or who has produced_____has identification and who executed the foregoing instrument and sworn an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 25TH day of AUG, 2009.

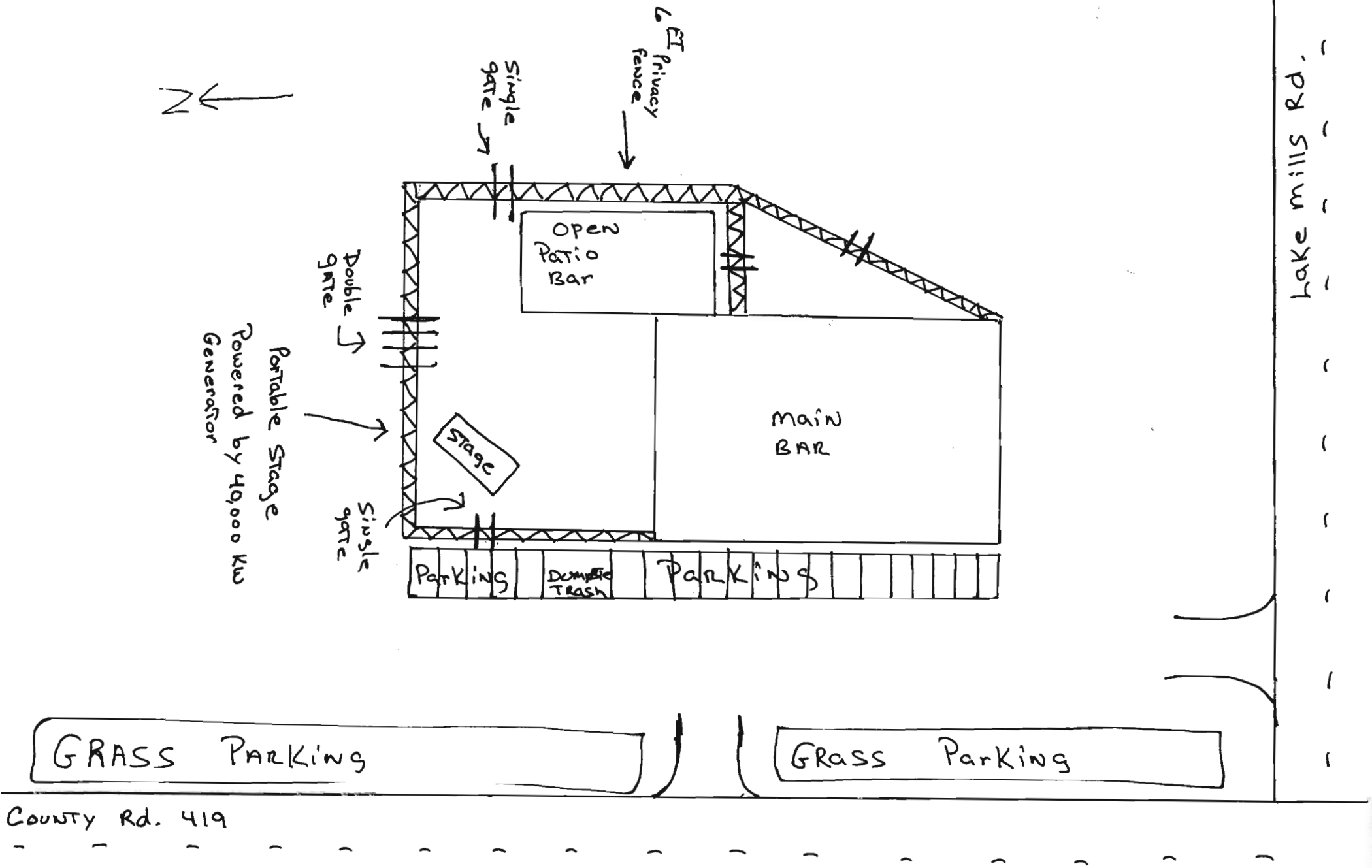
Philip Laws
Notary Public in and for the County and State
Aforementioned

My Commission Expires:

PHILIP LAWS
Comm# DD0752365
Expires 1/27/2012
Florida Notary Assn., Inc

y:\tempshare\webteam\planning\special event permit 2009.doc
Revised March 17, 2008

The Hitching Post
1485 C.R. 419
Chuluota, Fl. 32766
28-21-32-503-0100-0070

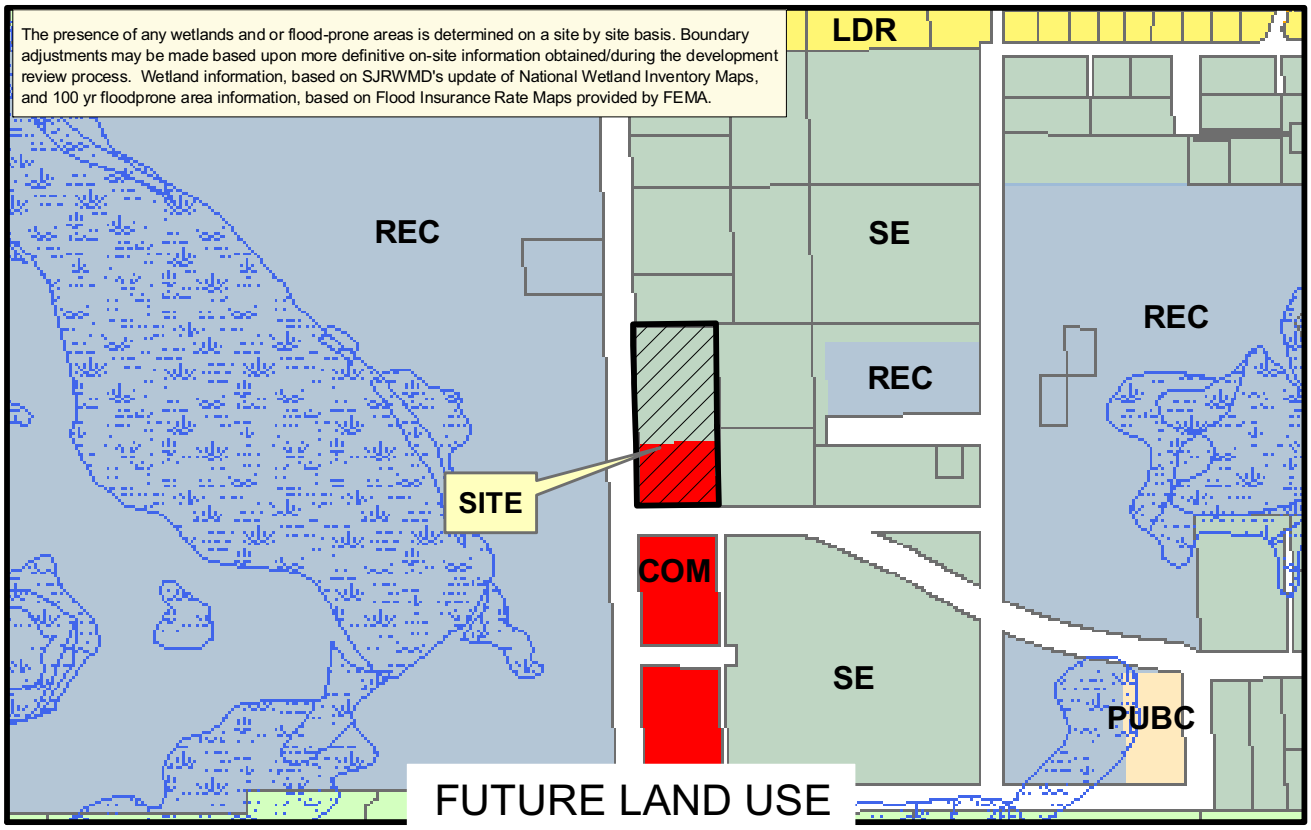


Parcel
Subject Property

N

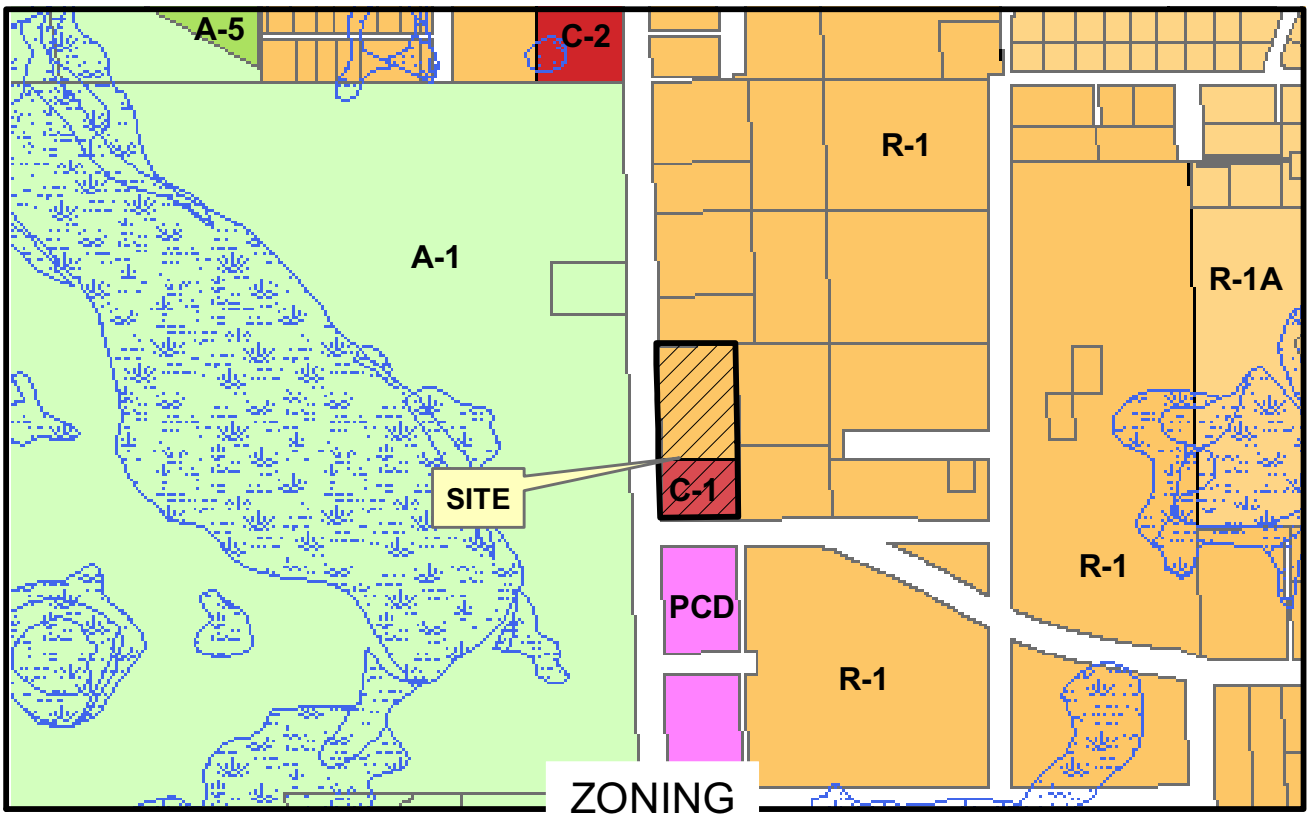
Winter 2009 Color Aerials

filename: L:/pl/projects/p&z/GIS/Special projects/events/hitchingpostl.mxd 08/27/07



Site LDR COM SE REC PUBC ESLO Municipality

Applicant: Robert Shane Hedrick
Physical STR: 28-21-32-503-0L00-0070
Gross Acres: 4.11 +/- BCC District: 1
Existing Use: Hitching Post, Chuluota - New Years Eve Event
Special Notes: Special Event Permit



A-1 R-1 R-1A C-1 C-2 PCD ESLO

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/special events/hitching post special.mxd 09/02/09

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Habitat for Humanity Haunted House Special Event Permit

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Ian Sikonia **EXT:** 7398

MOTION/RECOMMENDATION:

1. Approve the request for a Special Event Permit for the Habitat for Humanity Haunted House, located at the southeast corner of the intersection of General Hutchison Parkway and Timocuan Way, based on staff findings (Michael Towers, applicant); or

2. Deny the requested Special Event Permit for the Habitat for Humanity Haunted House, located at the southeast corner of the intersection of General Hutchison Parkway and Timocuan Way (Michael Towers, applicant); or

3. Continue the item to a time and date certain.

District 4 Carlton D. Henley Ian Sikonia

BACKGROUND:

The applicant, Michael Towers, is requesting a Special Event Permit for the Habitat for Humanity Haunted House on October 29, 30, and 31 of 2009. This event will be held on two properties located at the southeast corner of the intersection of General Hutchison Parkway and Timocuan Way. The applicant is requesting this special event permit due to the outdoor amplification of sound produced by haunted houses such as scary music, screams, moans, roars, and other noises associated with Halloween events.

The event hours will be from 6 PM to 10 PM. There will be 40 volunteers working the event and Habitat for Humanity will be operating a food vendor. Parking for this event will be located at the Fleet Financial Services and Big Tree Storage parcels with overflow parking available at Seminole Excavation and Big Tree Park, all in the immediate vicinity of the event. Trash receptacles will be provided by Waste Pro and Metro Waste will be handling the disposal of waste. Restrooms will be supplied by Port-O-Lets and will be located on the eastern portion of the Fleet Financial Services parcel. There are also arcade vendors proposed for this event, which will be run by Habitat for Humanity.

Alcohol sales are being applied for through a temporary state license and the information the applicant submitted to Seminole County indicates that only beer sales will take place. The Seminole County Sheriff's office will be providing three deputies and the Seminole County Fire Department will be providing two firefighters and a Rescue Unit. The haunted house structures proposed for the event shall comply with all requirements of the Florida Fire Prevention Code and shall be approved by the Seminole County Fire Prevention Division.

The applicant is also requesting temporary Special event banner to advertise for this

upcoming event. The proposed locations for the temporary banner signs are 448 Spring Hammock Court, 2800 N US 17-92, and 2925 N US 17-92.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the request for a Special Event Permit for the Habitat for Humanity Haunted House, located at the southeast corner of the intersection of General Hutchison Parkway and Timocuan Way, with the following conditions:

1. The Special Event shall be limited to the dates of October 29, 30, and 31 of 2009, between the hours of 6PM to 10PM;

2. The applicant must provide for three deputies, two firefighters and a Rescue Unit onsite, during the operating hours of the Event;

3. Parking areas shall be clearly marked and volunteers from Habitat for Humanity shall be available to direct traffic in the parking areas and direct patrons to the Event from the offsite parking areas;

4. The haunted house structures proposed for the event shall comply with all requirements of the Florida Fire Prevention Code and shall be approved by the Seminole County Fire Prevention Division; and

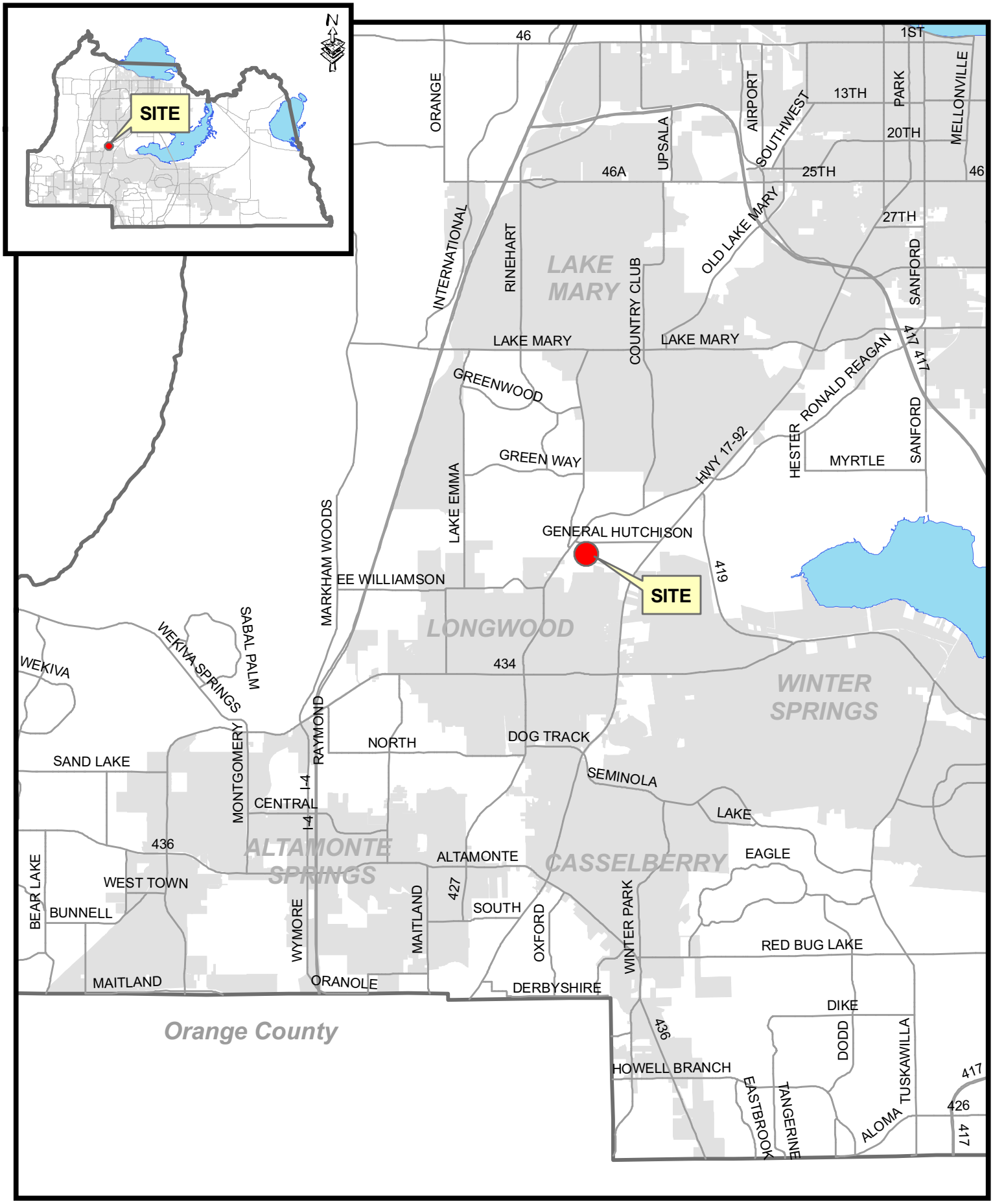
5. The temporary signs must be removed by November 2, 2009.

ATTACHMENTS:

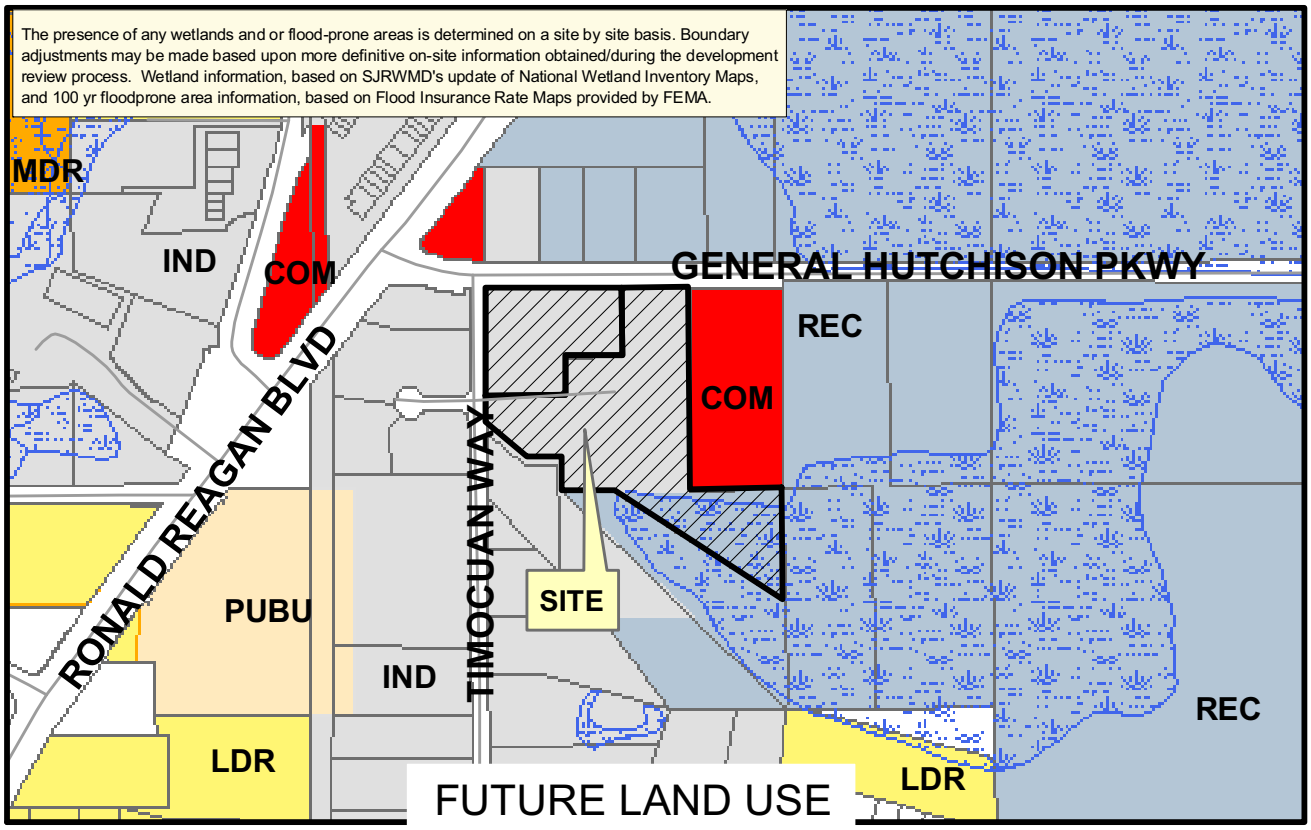
1. Location Map
2. Zoning and Future Land Use Map
3. Aerial Map
4. Habitat Haunted House Special Event Permit Map
5. Letter Submitted by Applicant
6. State of Florida Event Permit Application
7. Event Parking Agreement
8. Habitat for Humanity Insurance Certificate
9. Habitat for Humanity 2009 Haunted House Budget
10. Food Vendor License

Additionally Reviewed By:

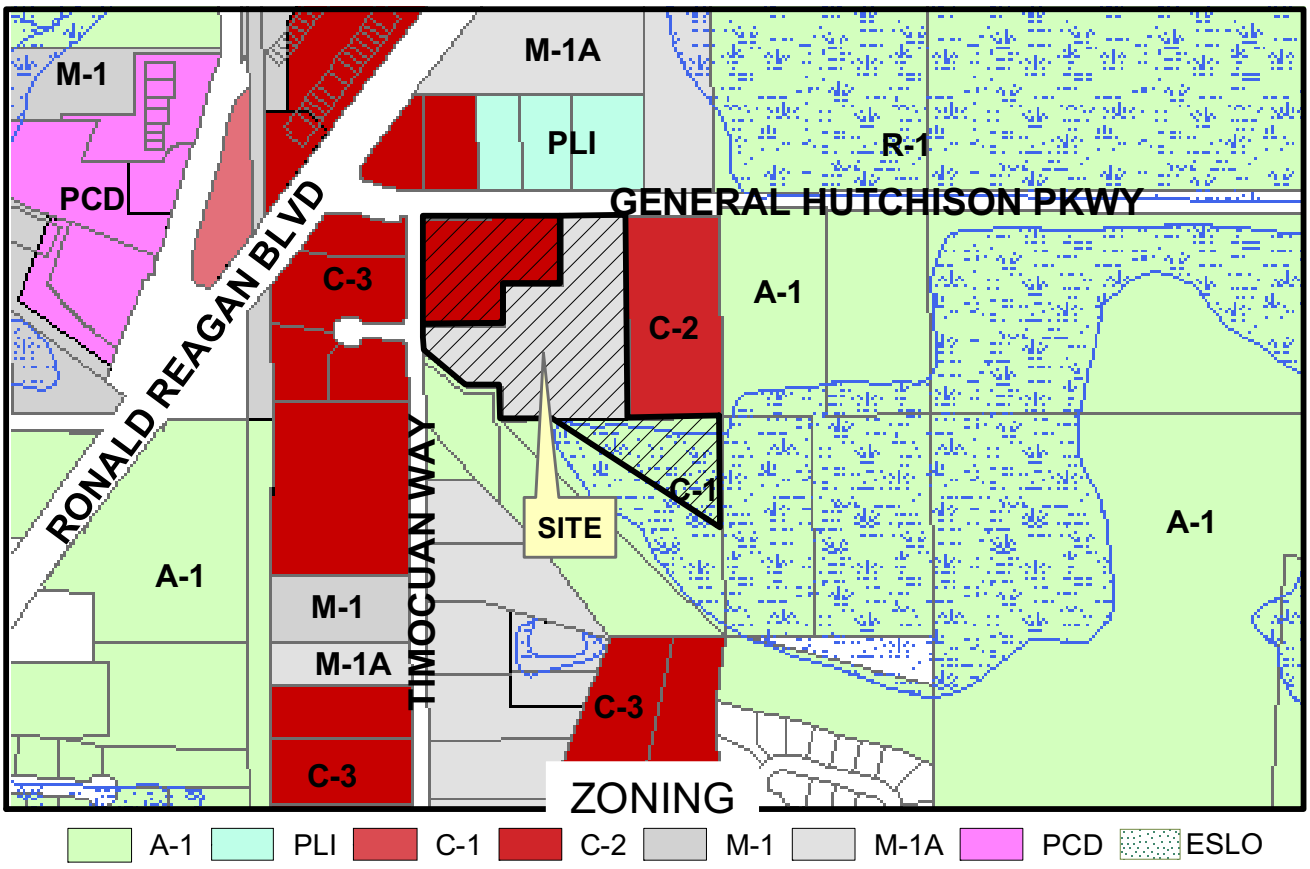
☑ County Attorney Review (Kathleen Furey-Tran)



filename: L:/pl/projects/p&z/2009/GIS/staff_report_pkgs/sitemaps_large/Habitat-hauntedhouse sitemap.mxd 09/18/09



Applicant: Michael Towers
Physical STR: 21-20-30-5AP-0000-064E & 064Z
Gross Acres: 10.00 +/- BCC District: 4
Existing Use: Habitat for Humanity
Special Notes: Special Event Permit -Z2009-024



filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2009/special events/habitat-hauntedhouse.mxd 09/02/09

Parcel
Subject Property

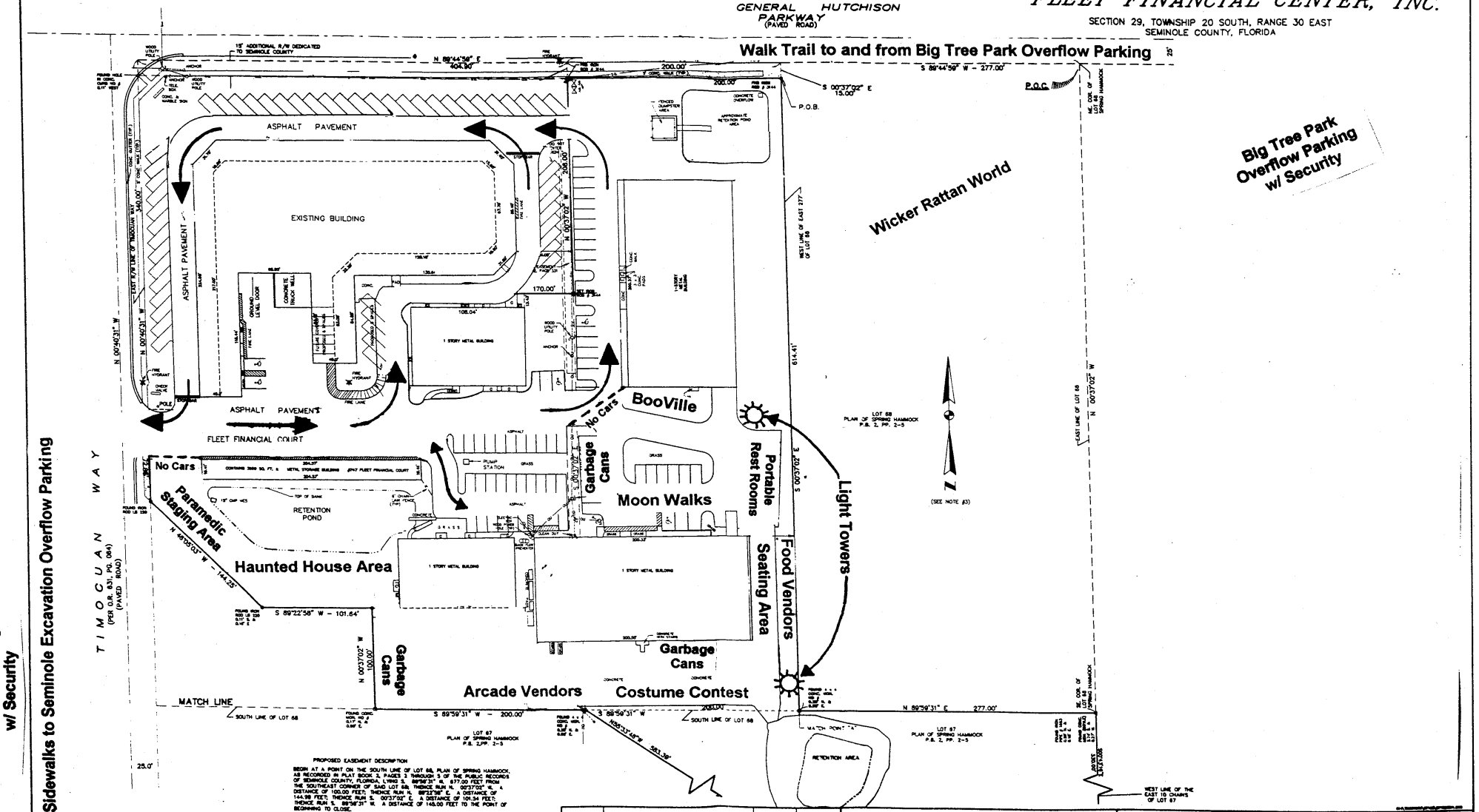
N

Winter 2009 Color Aerials

filename: L:/pl/projects/p&z/GIS/Special projects/events/habitat-hauntedhouse.mxd 09/18/09

AS-BUILT SURVEY
FOR
FLEET FINANCIAL CENTER, INC.

SECTION 29, TOWNSHIP 20 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA



Sidewalks to Seminole Excavation Overflow Parking

Seminole Excavation Overflow Parking w/ Security

DATE	REVISION	REVISED BY	DRAWN BY
1/12/02	REVISED FOR NEW BUILDINGS	R.R.	S.B.
3/13/01	ADDED PROPOSED EASEMENT	R.R.	S.B.
10/3/00	REVISED FOR SORTING & NOTES	T.R.K.II	R.L.R.

ROBERTS
SURVEYING & MAPPING, INC.
185 N. COUNTRY CLUB ROAD
LAKE MARY, FLORIDA
PH. (407) 322-2213 FAX 322-2232

COMPUTED BY R.L.R. | DRAWN BY T.R.K.II | REVIEWED BY R.L.R. | FIELD BY A.R. | DATE 9/11/00

AS-BUILT SURVEY
FOR
FLEET FINANCIAL CENTER, INC.
SEMINOLE COUNTY, FLORIDA

PROJECT NUMBER 97-132
DATE PLOTTED 10/3/00
SCALE 1" = 40'
SHEET 2 OF 2

Habitat for Humanity®
in Seminole County

SEP 04 2009
DEVELOPMENT REVIEW

Help build it!

September 4, 2009

Tina Williamson, AICP
Planning Manager
Seminole County Government
1101 East First Street
Sanford, Florida 32771-1468

RE: Special Event Permit
Haunted House

Dear Ms. Williamson:

Attached please find the Special Event Permit application, proof of insurance and site plan. We have not yet finalized the food vendors. Since the special event permit is needed for the state license I would ask that you process it absent of a copy of the licenses. I will have them forwarded to you well in advance of the event for your records.

The event will be funded by Habitat for Humanity. A copy of the proposed budget is attached.

There will be no hired performers however the event and Haunted House will be staffed with volunteers.

The only music or amplified sounds will be in the Haunted House and should not be heard more then 50' from the building. There are no residences within 500' of that location.

All parking areas will have security and staff. There will be no vehicular traffic in the event area.

We would like to do banner advertising at the following locations:

1) USA Services 448 Spring Hammock Court, Longwood, FL 32750
2) ABC Auto Auction 2800 N US 17 92. Longwood, FL 32750
3) 2925 North US Highway 17 92. Longwood, Florida, 32750

If you have any questions please do not hesitate to call me at 407-834-2557.

Respectfully,

Michael F. Towers, Chairman

1548 Seminole Blvd Ste 141, Casselberry, FL 32707-3648

Phone: (407) 696-5855 Fax: (407) 696-5833 www.habitatseminole.org

DBPR ABT-6003 – Division Of Alcoholic Beverages and Tobacco Application for One/Two/Three Day Permits or Special Sales License

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation or your local district office. Please submit your completed application to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's page of the DBPR web site at the link provided below.

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 – CHECK TRANSACTION REQUESTED	
Transaction Type:	
☒ One/Two/Three Day Permit	☐ Special Sales License

SECTION 2 – LICENSE INFORMATION			
Full Name of Entity or Organization (If this is a corporation or other legal entity, enter the name as registered with the Secretary of State) Habitat for Humanity in Seminole County, Inc.			
Corporation Charter Number (if applicable) N/A	FEI Number (if applicable) 59-3034059		
Business Name or Name of Event Haunted House			
Location of Event (Street and Number) 754 Fleet Financial Ct #300			
City Longwood	County Seminole	State FL	Zip Code 32750
Mailing Address (Street or P.O. Box) Same			
City		State	Zip Code
Contact Person Penny Seater		Phone Number 407.696.5855	
Date(s) Permit Desired October 29, 30 + 31 2009			

SECTION 3 – SALES TAX
TO BE COMPLETED BY THE DEPARTMENT OF REVENUE

Name of Entity or Organization

The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax and has agreed to pay any applicable taxes due.

Signed_____ Date_____

Title_____

Department of Revenue Stamp:

SECTION 4 - ZONING
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION

Organization Name/Name of Event
Habitat for Humanity in Seminole County

Location of Event (Street and Number)
754 Fleet Financial ct.

City	County
Longwood	Seminole

The location complies with zoning requirements for the temporary sale of alcoholic beverages pursuant to this application for a One/Two/Three Day permit, or Special Sales License.

Signed_____ Date_____

Title_____

SECTION 6 - AFFIDAVIT OF APPLICANT FOR SPECIAL SALES LICENSE

NOTARIZATION REQUIRED

Name of Entity or Organization
Habitat for Humanity in Seminole County

"I, the undersigned individual, or if a corporation for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application for a special sales license which authorizes the sale of alcoholic beverages for period of up to three (3) days. I understand this license does not permit the sale of alcoholic beverages for consumption on the premises and only allows package sales in sealed containers and agree that the location may be inspected and searched during the hours that the special sale is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for purposes of determining compliance with the beverages laws.

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45, and 837.06, that the foregoing information is true to the best of my knowledge and that no other person or entity except as indicated herein has an interest in the special sales license and that all of the above listed persons or entities meet the qualifications necessary to hold this special sales license."

STATE OF Florida

COUNTY OF Seminole

APPLICANT SIGNATURE

The foregoing was (✓) Sworn to and Subscribed OR (✓) Acknowledged Before me this 16 Day

of October, 2009, By: Michael Towers

who is (✓) personally known to me OR ( ) who produced _____ as identification.

GAYLE L. HORNER
Comm# DD0736955
Expires 11/26/2011
Florida Notary Assn., Inc.

Gayle L. Horner
Notary Public

Commission Expires: 11/26/11

SECTION 5 - AFFIDAVIT OF APPLICANT
FOR NON-PROFIT CIVIC ORGANIZATION ALCOHOLIC BEVERAGE PERMIT

NOTARIZATION REQUIRED

Name of Entity or Organization
Habitat for Humanity in Seminole County

"This is to certify that the applicant requesting the permit in the above and foregoing application is a non-profit civic organization and that the permit, if used, will be used only by the organization making application, on the date(s) requested and at the location stated. This is to further certify that the applicant organization has not received more than three (3) permits within the calendar year and agree that the location may be inspected and searched during the time that the permit is issued and business is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for purposes of determining compliance with the alcoholic beverage laws.

I, the undersigned individual, hereby swear or affirm that I am duly authorized to make the above and foregoing statements on behalf of the applicant organization. Furthermore, I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45, and 837.06, Florida Statutes, that the foregoing information is true to the best of my knowledge."

STATE OF Florida

COUNTY OF Seminole

APPLICANT SIGNATURE

The foregoing was (✓) Sworn to and Subscribed OR (✓) Acknowledged Before me this 16 Day

of September, 2009, By: Michael Towers

who is (✓) personally known to me OR ( ) who produced N/A as identification.

GAYLE L. HORNER
Comm# DD0736955
Expires 11/26/2011
Florida Notary Assn., Inc

Notary Public

Commission Expires: 11/26/11

Haunted House Fund Raising Event
October 29, 30 and 31st

TO: Seminole County Planning and Development

RE: Event Parking

DATE: September 11, 2009

By the signature below we have been made aware of and approve of Habitat for Humanity in Seminole County using our parking for the Haunted House fund raising event October 29, 30 and 31st.

Big Tree Self Storage, LLC
21-20-30-5AP-0000-064Z

Seminole Excavation
Central Florida Enterprises, Inc.
21-20-30-5AP-0000-064D

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/28/2009

PRODUCER

Lockton Risk Services
P.O. Box 410679
Kansas City, MO 64141-0679
888-553-9002,

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Habitat for Humanity in Seminole County

1548 Seminola Boulevard, Unit 141

Casselberry, FL 32707-3648

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Federal Insurance Co	20281
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	GL1064585-09	04/01/2009	04/01/2010	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 0
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		X POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Seminole County, its officials, officers and employees is listed as Additional Insured with respect to General Liability Coverage for liability arising out of ongoing operations performed by or on behalf of named insured.
Re: Haunted House from October 29, 30 & 31st, 2009

CERTIFICATE HOLDER

Seminole County

1101 East First Street

Sanford, FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

DS#7641141 1064585

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Habitat for Humanity
in Seminole County

Haunted House 2009
Pre-Event Budget

		Event Date:	10/29-10/31
		Last Year Net:	?
		2008 Budgeted Net:	$50,200
Event Name:	Haunted Houses for Habitat Houses	Current Year Actual:	
		No. of Years Held:	?

Income Information

Ticket Sales: 11,500 @ $5		$57,500
Sponsorship		
	Spook Sponosors (10 @ $600)	$6,000
	Misc.	$1,000
Food Sales		$4,000
Profit Centers *(On Site Fundraising, Dunk the Elected Official etc.)*		$1,000

Total Gross Revenue: $ 69,500

Expenses:

Tents		$600
Move Portables from School to Big Tree Park Storage *		$9,000
Entertainment		$2,000
Decorations		$200
Tables, Linens		$1,500
Generator, Lighting	$	2,000
Water Tap for Sprinklers *	$	500
Port-O-Lets	$	500
Sponsor Banners	$	500
Police	$	3,000
Crane *		$750
Electrical *	$	750
Wood Walkways *	$	750
Misc. Labor	$	1,300
Concrete Piers	$	2,000
Radios *	$	300
Sponsor Signage	$	500
Misc. Part	$	400
HVAC Maintanance	$	200
Stat of FL Permit	$	500
Sem. Co. Permit	$	50

*** One Time Expense**

Total Expenses: $ 27,300

% To Gross Revenue: 39%

NET INCOME: $ 42,200

To: Mike Towers

AC# 4276356

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS

SEQ# L09022401129

DATE	BATCH NUMBER	LICENSE NBR
02/24/2009	080373833	SEA6904656 NBR. OF SEATS: 12

The SEATING FOOD SERVICE (2010)
Named below IS LICENSED
Under the provisions of Chapter 509 FS.
Expiration date: APR 1, 2010

NON-TRANSFERABLE

FORSTE 1 ENTERPRISES INC
BRUSTER'S REAL ICE CREAM
901 NORTH SR 434
ALTAMONTE SPRINGS FL 32714

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Budget Amendment Status Report FY 2008/09 - for the Period Ending September 30, 2009

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Informational Budget Amendment Status Report FY 2008/09 - for the period ending September 30, 2009.

County-wide Lin Polk

BACKGROUND:
Pursuant to Seminole County Administrative Code 22.5, Section I(3)(b), the Board of County Commissioners has empowered the County Manager or designee, as designated Budget Officer, to authorize specified intra-departmental budget amendments. In compliance with Section I(4)(b) of the referenced code, reporting is being provided to the Board of all budget amendments approved under the administrative authority granted and of budgetary performance and status throughout the fiscal year.
Seminole County Administrative Code 22.5, Section I (3)(b) authorizes the following:

"(i) Transfers of non-project appropriations within a fund or subfund and within a department or division that do not alter or amend a Department's or Division's Board approved work plan.

(ii) Transfers of appropriations among subfunds/business units and object classifications established to facilitate compliance with a specific grant funding agreement.

(iii) Transfers among sub-objects within a project within a fund or subfund or among a Family of Projects, when deemed necessary as a management tool.

(iv) Transfer from Project Contingency to provide additional funds required for a deficient capital outlay project.

(v) Transfer to Project Contingency from a capital outlay project upon completion of the unexpended budget.

(vi) Transfer required for the sole purpose of proper accounting treatment of the item, which do not modify the original budgetary intent."

Attached is a status report for all FY 2008/09 intra-departmental budget amendments approved (under the administrative authority granted) for the period ending Sept. 30, 2009.

ATTACHMENTS:

1. Budget Transfer Update 09/09
2. Infrastructure Sales Tax (1991) Project Contingency 08/09
3. Infrastructure Sales Tax (2001) Project Contingency 08/09
4. Arterial Impact Fee 08/09
5. Natural Lands/Trails Project Contingency 08/09

Additionally Reviewed By:
No additional reviews

DFS REPORT
FY 2009

DFS #	Date Approved by County Manager	Fund Name / Department	Division	From Business Unit Name	To Business Unit Name	From (Object Class) / To (Object Class)	From Project Name	To Project Name	Amount	Transfer Type I(3)(b)	Description
09-01	10/15/08	General Fund Leisure Services	Greenways & Trails	Various	Various	Operating Expenditures Operating Expenditures			$ 319,837	(vi)	Accounting Adjustment
09-02	11/19/08	General Fund Various	Various	Various	Various	Revenue Revenue			$ 9,283,480	(vi)	Accounting Adjustment
09-03	10/23/08	Various Public Works	Engineering	Unchanged	Unchanged	Capital Outlay Capital Outlay	Project Contingency	Airport Boulevard	$ 125,000	(iv)	Additional funding
09-04	10/23/08	01 Sales Tax Public Works	Engineering	Unchanged	Unchanged	Capital Outlay Capital Outlay	Project Contingency	CR 46A at Colonial	$ 50,000	(iv)	Additional funding
09-05	12/01/08	General Fund Public Safety	Admin	Ems Perf Mngmt	Director's Office	personal Services personal Services			$ 8,574	(i)	Accounting Adjustment
~~09-06~~			~~Void~~							vi	~~Void~~
09-07	12/19/08	Various Various	Various	Unchanged	Unchanged	Internal Charges / Other Grants & Aids		CRAs	$ 353,710	(i)	Operational Adjustment
~~09-08~~			~~Void~~								~~Void~~
09-09	11/20/08	Public Safety Grants Public Safety	Emergency Management	Unchanged	Unchanged	Operating Expenditures Operating Expenditures			$ 24,016	vi	Accounting Adjustment
09-10	12/16/08	General Fund Constitutional Officers	Sheriff	Unchanged	Unchanged	Revenue Revenue			$ 142,951	vi	Accounting Adjustment
09-11	12/16/08	Fire Protection Fund Public Safety	EMS/Fire/Rescue	Ems/Fire Operations	EMS/Fire Admin	personal Services personal Services			$ 125,207	(vi)	Accounting Adjustment
~~09-12~~			~~Void~~								~~Void~~
09-13	12/23/08	General Fund Information Technology Services	Enterprise Software	Unchanged	Unchanged	Operating Expenditures Capital Software			$ 35,220	(vi)	Accounting Adjustment
09-14	01/09/09	Natural Lands / Trails Public Works	Engineering	Unchanged	Unchanged	Capital Outlay Capital Outlay	Cross Seminle Trail	Contingency	$ 88,920	(v)	Completed Project
09-15	01/09/09	2001 Sales Tax Public Works	Engineering	Unchanged	Unchanged	Capital Outlay Capital Outlay	Old Lake Mary Road / Lake Howell	North Street / Dodd Road / Old Lake Mary Road	$ 446,000	(iii)	Intra-family Transfer
09-16	02/10/09	General Fund Library	Various	044203 and 044205	044202	personal Services personal Services			$ 83,967	(i)	Operational Adjustment
09-17	02/10/09	17/92 Redevelopment TI Fund Planning & Development	Planning	Unchanged	Unchanged	Reserve for Contingency Capital Improvement Contingency			$ 5,825,019	(vi)	Accounting Adjustment
09-19	03/05/09	Community Development Block Grant	Community Assistance	Unchanged	Unchanged	Grants & Aids Capital Outlay	none	Jamestown Sanitary Sewer	$ 100,000	(ii)	Grant adjustment
09-20	04/02/09	General Fund Administrative Services	Support Services	Fleet	Support Services	Operating Expenditures Operating Expenditures	none	none	$ 8,000	(i)	Operational Adjustment
09-21	04/10/09	Public Works Grants Public Works	Engineering	N/A	N/A	Revenue Revenue	N/A	N/A	$ 8,497		Accounting Adjustment
09-22	05/11/09	Community Services Block Grant	Community Assistance	N/A	N/A	Personal Services Operating Expenditures	N/A	N/A	$ 15,000	(ii)	Grant adjustment
09-23	05/11/09	2001 Sales Tax Public Works	Engineering	N/A	N/A	Capital Outlay Grants & Aids	N/A	N/A	$ 2,221,631	(vi)	Accounting Adjustment

Grayed area has been previously reported
* Voided

DFS REPORT
FY 2009

DFS #	Date Approved by County Manager	Fund Name / Department	Division	From Business Unit Name	To Business Unit Name	From (Object Class) / To (Object Class)	From Project Name	To Project Name	Amount	Transfer Type I(3)(b)	Description
09-24	05/11/09	2001 Sales Tax Public Works	Engineering	N/A	N/A	Capital Outlay Grants & Aids	N/A	N/A	$ 1,987,301	(vi)	Accounting Adjustment
09-26	05/11/09	1991 Sales Tax Public Works	Engineering	N/A	N/A	Capital Outlay Grants & Aids	N/A	N/A	$ 150,000	(vi)	Accounting Adjustment
09-27	05/11/09	2001 Sales Tax Public Works	Engineering	N/A	N/A	Capital Outlay Grants & Aids	N/A	N/A	$ 214,827	(vi)	Accounting Adjustment
09-25	05/27/09	General Fund Information Technology Services	Operations	Various	140510	Operating Expenditures Operating Expenditures	NA	NA	$ 142,462	(vi)	Accounting Adjustment
~~09-18~~			~~Void~~								~~Void~~
09-28	05/29/09	2001 Sales Tax Public Works	Engineering	N/A	N/A	Capital Outlay Capital Outlay	Various	Project Contingency	$ 420,037	(v)	Completed Project
09-29	05/29/09	Public Works Grants Public Works	Engineering	N/A	N/A	Capital Outlay Grants & Aids	N/A	N/A	$ 122,207	(vi)	Accounting Adjustment
09-30	05/29/09	CDBG Community Services Block Grant	Community Assistance	N/A	N/A	personal Services Operating Expenditures	n	n	$ 14,000	ii	Grant adjustment
09-31	06/15/09	Affordable Housing Trust Community Services	Community Assistance	N/A	N/A	Grants & Aids personal Services	n/a	n.a	$ 5,000	ii	Grant adjustment
09-32	06/21/09	Public Saftey Grants (State) Public Safety	Emergency Management	N/A	N/A	Operating Expenditures Capital Outlay	n/a	N/A	$6,300	(vi)	Accounting Adjustment
09-33	06/25/09	Transportation Trust Public Works	Business Office	N/A	N/A	personal Services Operating Expenditures	N/A	N/A	$ 40,000	(i)	Operational Adjustment
09-34	07/06/09	General Fund Fiscal Services	Budget	Central Charges	Budget	Operating Expenditures Operating Expenditures	N/A	N/A	$ 30,000	ii	Operational Adjustment
09-35	07/21/09	Natural Lands / Trails Public Works	Engineering	N/A	N/A	Operating Expenditures Operating Expenditures	N/A	N/A	$ 118,204	(vi)	Accounting Adjustment
09-36	07/21/09	2001 Sales Tax Public Works	Engineering	N/A	N/A	Capital Outlay Capital Outlay	SR 436 @ Maitland / sr	Contingency	$ 111,278	(v)	Completed Projects
09-37	07/21/09	1991 Sales Tax Public Works	Engineering	N/A	N/A	Capital Outlay Capital Outlay	E Lake Mary Phase IIB	Contingency	$ 1,609,408	(v)	Completed Project
09-38	07/21/09	Public Works Grants Public Works	Engineering	N/A	N/A	Capital Outlay Capital Outlay	N/A	N/A	$ 41,250	(vi)	Accounting Adjustment
09-39	07/27/09	Public Works Grants Public Works	Engineering	N/A	N/A	Capital Outlay Capital Outlay	N/A	N/A	$ 1,337,176	(vi)	Accounting Adjustment
09-40	07/27/09	2001 Sales Tax Public Works	Engineering	N/A	N/A	Capital Outlay Capital Outlay	CR 427 at SR 436	Contingency	$ 58,516	(v)	Completed Project
09-41	07/21/09	Tourism Development Economic Development	Tourism	n/a	n/a	Operating Expenditures Capital Outlay	n/a	Tourism Office Relocation	$ 13,725	(vi)	Accounting Adjustment
09-42	08/13/09	Public Safety Grants Public safety	Emergency Management	N/A	N/A	Operating Expenditures Capital Outlay	na	na	$ 26,592	(vi)	Accounting Adjustment
09-43	08/10/09	Transportation Trust Public Works	N/A	N/A	N/A	Revenue Revenue	N/A	N/A	$ 650,000	(vi)	Accounting Adjustment
09-45	08/10/09	General Fund Leisure Services	Various	Various	Various	Personal Services Personal Services	N/A	N/A	$ 199,600	(vi)	Accounting Adjustment
09-46	08/28/09	General Fund Leisure Services	Various	Various	Various	Operating Expenditures Operating Expenditures			$ 81,420	(vi)	Accounting Adjustment

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* Voided

DFS REPORT
FY 2009

DFS #	Date Approved by County Manager	Fund Name / Department	Division	From Business Unit Name	To Business Unit Name	From (Object Class) / To (Object Class)	From Project Name	To Project Name	Amount	Transfer Type I(3)(b)	Description
09-47	08/13/09	Fiscal Services	Various	Central Charges	Budget	Operating Expenditures personal Services	N/A	N/A	$ 92,000	Vi	Accounting Adjustment
09-48	08/31/09	Planning & Development	Planning	N/A	N/A	Operating Expenditures Operating Expenditures	N/A	N/A	$ 2,750	(vi)	Accounting Adjustment
09-49	08/31/09	General Fund Administrative Services	Purchasing	Facilities Maintenance	Purchasing	Operating Expenditures Operating Expenditures	N/A	N/A	$ 17,544	i	Accounting Adjustment
09-50	08/20/09	General Fund Administrative Services	Support Services	Facilities Maintenance	Support Services	Operating Expenditures Operating Expenditures	N/A	N/A	$ 75,000	i	Accounting Adjustment

Grayed area has been previously reported
* Voided

Infrastructure Sales Tax (1991)
Project Contingency

Beginning Balance		Adopted Budget	362,434
BAR/BCR/DFS #	Project #	Project Name	
DFS 09-03	00006102	Airport Boulevard Phase II & III	(51,250)
DFS 09-37	00010701	East Lake Mary Blvd Phase IIB	1,609,408
DFS 09-51	00006102	Airport Blvd Phase II & III	(45,000)
Ending Balance			1,875,592

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

*Shaded area has been previously reported.

Infrastructure Sale Tax (2001)
Project Contigency

Beginning Balance		Adopted Budget	400,000
BAR/BCR/DFS #	Project #	Project Name	
DFS 09-04	00191659	CR 46A at Colonial Parkway	(50,000)
DFS 09-12	00192594	Snowhill Road Sidewalk	98,060
DFS 09-28	00192564	North Line Drive Sidewalk	92,045
DFS 09-28	00192572	Park Dive Sidewalk	19,864
DFS 09-28	00192590	Jackson Street Sidewalk	162,847
DFS 09-28	00192595	Stefanik Road / Moyesesw Road Sidewalk	145,281
BCR 09-14	00192916	South Citrus Road Sidewalk Safety Improvement	(50,000)
BCR 09-15	00192548	Avenue E	15,000
DFS 09-36	00191642	SR 436 @ Maitland Aveneu	78,791
DFS 09-36	00191649	SR 436 @ Hunt Club	32,487
DFS 09-40	00191662	CR 427 at SR 436 Improvement	58,516
BCR 09-19	00191660	CR 46A AT INTERNATIONAL PKWY 1-4 WESTBOUND RAMP INTERSECTION	(257,502)
Ending Balance			745,389

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

*Shaded area has been previously reported.

Arterial Impact Fee
Project Contingency

Beginning Balance		Adopted Budget	78,156
BAR/BCR/DFS #	Project #	Project Name	
DFS 09-03	00006102	Airport Boulevard Phase II & III	(73,750)
Ending Balance			4,406

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

Natural Lands / Trails
Project Contingency

Beginning Balance		Adopted Budget	-
BAR/BCR/DFS #	Project #	Project Name	
DFS 09-14	00187702	Cross Seminole Trail	88,920
DFS 09-52	00187713	Cross Seminole Trail Phase II	(48,000)
Ending Balance			40,920

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.