

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, OCTOBER 27, 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** – Supporting the Legislature securing Affordable Housing Trust Fund dollars in their Fiscal Year 2010-2011 Budget.
- 1A. **Resolution** – Supporting Week of the Family in Seminole County.

Public Participation

Consent Agenda

County Manager's Consent Agenda (Items No. 2 - 37)

Administrative Services

Purchasing and Contracts

2. Award CC-4813-09/RTB - Seminole County Health Department Renovations- Phase II, in the amount of \$505,000.00 to T&G Constructors of Orlando, Florida. (Ray Hooper)
3. Approve Change Order #4 to CC-3519-08/JVP - Midway Regional Stormwater Facility with Johnson Brothers of Orlando, Florida, in the amount of \$174,851.96 and add an additional thirty-three (33) calendar days to Final Completion. (Ray Hooper)
4. Approve Assignment of IFB-3114-05/LJS - Term Contract of Medical Waste Disposal Services for Public Safety Department, from Bio-Tech Medical Waste Transfer, Inc. to Stericycle, Inc. (Ray Hooper)

5. Approve Termination for Convenience of two (2) Contractors under CC-2183-07/VFT – SHIP Affordable Housing New Construction/Reconstruction (Mailand Holdings, LLP d/b/a Maze Homes of Melbourne, Florida and Vision IV Construction, Inc. of Orlando, Florida), and authorize staff to issue final notice of termination. (Ray Hooper)
6. Approve Termination for Convenience of two (2) Contractors under CC-2184-07/VFT – SHIP Affordable Housing Repair (Posey Builders Construction, Inc. of Lake Monroe, Florida and Vision IV Construction, Inc. of Orlando, Florida), and authorize staff to issue final notice of termination. (Ray Hooper)
7. Waive the Procurement Process and Award Single Source Procurement for Library Network access and authorize staff to execute the Institutional Membership Agreement and issue a Purchase Order to Lyrasis, Atlanta, GA., the Southeast United States Regional Independent Network Provider, in the amount of \$36,000.00. (Ray Hooper)

Support Services

8. Approve and authorize the Chairman to execute a Contract for Sale and Purchase of Land and a County Deed conveying surplus property acquired in conjunction with the County Road 46A, Phase III project (H.E. Thomas Parkway), a 750 square foot portion of Parcel # 03-20-30-503-0000-0380, to Charles & Sherett Salter.
District 5 - Carey (Meloney Lung)

Community Services

Administration – Community Services

9. Approve and authorize the Chairman to execute the Agreement between Seminole County and Kids House of Seminole, Inc. for the Child Protection Team to provide medical examinations. (Michele Saunders)

Community Assistance

10. Request the Board of County Commissioners to authorize the County Attorney's office to initiate a foreclosure action on residential property located 2411 Hartwell Avenue, Sanford, Florida 32771-4168. District 5 - Carey (Shirley Davis-Boyce)
11. Approve and authorize the Chairman to execute the CDBG-R Subrecipient Agreement between Seminole County and the Housing Authority of the City of Sanford for infrastructure improvements at both its Redding Gardens and Castle Brewer Court public housing complexes. District 5 - Carey (Rick Soto-Lopez)

Economic Development

Tourism Development

12. Approve and authorize the Chairman to execute an agreement with Florida Half Century Amateur Softball Association, Inc. for the Slow Pitch Softball Tournaments for Seniors in the amount of \$12,364.00. (William McDermott)

Environmental Services

Business Office

13. Approve the Release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of \$1,045.25 for the project known as Fairwinds Credit Union SR 46. District 5 - Carey (Bob Briggs)

Fiscal Services

Administration – Fiscal Services

14. Approve and authorize the Chairman to execute an agreement with the US Department of Housing and Urban Development in acceptance of \$568,920.00 through their Shelter Plus Care Grant Program. (Jennifer Bero)
15. Approve and authorize the Chairman to execute the Notice of Award in acceptance of terms and conditions for the Adult Treatment Drug Court Grant awarded in the amount of \$900,000.00 by the Substance Abuse and Mental Health Services Administration. (Jennifer Bero)
16. Approve to partner with Homeless Services Network for their submission of an application to the US Department of Housing and Urban Development requesting grant funds through the Supportive Housing Program, and authorize the County Manager to execute any supportive documents as may be required in support of their application. (Jennifer Bero)
17. Approve and authorize the Chairman to execute the authorizing resolution to ratify the anticipated issuance by Orange County Housing Finance Authority of the Multifamily Housing Revenue Bonds in an amount not to exceed \$16,000,000.00. (Lisa Spriggs)

Budget

18. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-104 (FY 2008/09) through various funds in the amount of \$167,744,691.00 in order to remove from the FY 2008/09 Budget the project funds carried forward into the FY 2009/10 budget. (Fredrik Coulter)
19. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-04 through the Community Service Grants Fund in the amount of \$568,920.00 to increase funding for the Community Services Grant program. (Lin Polk)
20. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-09 through the 2001 Infrastructure Sales Tax and the Public Works Grants Funds in the amount of \$200,000.00 to recognize the cancellation of the Fernwood Boulevard (U.S. 17/92 to Oxford Road) Safety Improvements project. (Fredrik Coulter)
21. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-10 through the Public Works Grants and the 2001 Infrastructure Sales Tax Funds in the amount of \$272,239.00 in order to increase the funding for the State Road 46 Gateway Sidewalk project. (Fredrik Coulter)

22. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-12 through the Adult Drug Court Grant Fund in the amount of \$299,867.00 to increase funding for the Adult Treatment Drug Court Grant. (Lin Polk)
23. Approve and authorize the Chairman to execute Budget Change Request (BCR) #10-01 through the Stormwater Fund in the amount of \$1,350,000.00 to establish and provide funding for projects in the Stormwater Fund for FY 2009/10. (Fredrik Coulter)

MSBU

24. Approve and authorize the Chairman to execute the Premium Lighting Agreement between Seminole County and Florida Power & Light for the continued operation of the street lighting equipment to be funded by the Markham Forest Street Lighting Municipal Services Benefit Unit. District 5 - Carey (Carol Watral)

Leisure Services

Parks and Recreation

25. Approve and authorize the Chairman to execute a Resolution establishing Section 28.25 Scholarship Seminole Program of the Seminole County Administrative Code. (Joseph R. Abel)
26. Approve and authorize the Chairman to execute a Resolution establishing Section 28.30 Sponsorship Program of the Seminole County Administrative Code. (Julia Thompson)

Planning and Development

Development Review

27. Approve and authorize the Chairman to execute the final plat for Rockefeller Group Corporate Center, containing 20 commercial lots on a 28.3 acre parcel zoned PUD (Planned Unit Development), located on the northeast corner of International Parkway and Wilson Road, in Section 29, Township 19 S, and Range 30 E (RG Lake Mary LLC) District 5 - Carey (Cynthia Sweet)
28. Approve and authorize the Chairman to execute the final plat for Shoppes At Aloma Walk, containing 4 commercial lots on a 13.9 acre parcel zoned PUD (Planned Unit Development), located on the northeast corner of Aloma Avenue and Clayton Crossing Way, in Section 31, Township 21 S, Range 31 E - Aloma Walk Commercial Venture, LLC, applicant. District 1 - Dallari (Cynthia Sweet)

Planning

29. Approve the Satisfaction of Lien in the amount of \$16,150.00, Case No. 08-05-CEB, on 108 Palm Springs Drive, Longwood, Tax Parcel # 01-21-29-501-0B00-0020, previously owned by Anthony Anderson and currently owned by Deutsche Bank National Trust Company, and authorize the Chairman to execute a Satisfaction of Lien. District 4 - Henley (Tina Williamson)

Public Works

Engineering

30. Adopt a Resolution and authorize the Chairman to execute a separate Subordination of County Utility Interests Agreement with the Florida Department of Transportation for each of the three parcels (FDOT ~ Parcel Numbers 108.3R, 118.2R and 129.4R) identified and determined necessary to construct or improve State Road 434. District 4 - Henley (Jerry McCollum)
31. Approve and authorize the Chairman to execute the St. Johns River Water Management District (SJRWMD) - ERP General Consent Order Number 948983 negotiated in conjunction with SJRWMD Permit Number 4-117-97866-2 for the Sweetwater Creek Cove Tributary Surface Water Restoration Phase IIB Dredging Project. District 3 - Van Der Weide (Jerry McCollum)
32. Adopt a Resolution authorizing the Chairman to execute Supplemental No. 1 to the Local Agency Program Agreement with the State of Florida Department of Transportation for Resurfacing County Road 46A (West 25th Street) from East of Old Lake Mary Road to US Highway 17/92 (FDOT - FPN: 426331-1-58-01) District 5 - Carey (Jerry McCollum)
33. Adopt a Resolution authorizing the Chairman to execute Supplemental No. 1 to the Local Agency Program Agreement with the State of Florida Department of Transportation for Rehabilitation of the Cross Seminole Trail Trestle Bridge over Howell Creek (FDOT - FPN: 426508-1-58-01). District 5 - Carey (Jerry McCollum)
34. Adopt a Resolution authorizing the Chairman to execute an Amendment to the Local Agency Program Agreement with the State of Florida Department of Transportation for Resurfacing of Howell Branch Road from County Line to SR 436 and Lake Howell Road from Howell Branch Road to North of Linden Road (FDOT -FPN: 426328-1-58-01). District 5 - Carey (Jerry McCollum)
35. Adopt a Resolution authorizing the Chairman to execute an Amendment to the Local Agency Program Agreement with the State of Florida Department of Transportation for Reconstruction and Resurfacing of Lake Mary Blvd from Markham Woods Road to Rinehart Road (FDOT -FPN: 426324-2-58-01). District 5 - Carey (Jerry McCollum)

Traffic Engineering

36. Approve and authorize the Chairman to execute the Traffic Signal Maintenance and Compensation Agreement Amendment #1 Between the Florida Department of Transportation and Seminole County. (Melonie C. Barrington)

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

Litigation

37. **Timothy D. Hudson and Molly Hudson** - Authorization to foreclose the mortgage on the Hudson vacant residential property which secures the promissory note provided to Seminole County to settle a breach of contract lawsuit which arose from Mr. Hudson's default on Affordable Housing Funding Agreements entered into with Seminole County. Mr. Hudson has defaulted on the scheduled payments under the note and mortgage. The balance owed by Mr. Hudson is \$27,500.00. District 5 - Carey (Robert A. McMillan)

**Constitutional Officers Consent Agenda (Item No. 38)
Clerk's Office (Maryanne Morse, Clerk of the Court)**

38. Approval of Expenditure Approval List dated September 28, 2009; and Payroll Approval List dated October 1, 2009; approval of BCC Official Minutes dated October 13, 2009; Clerk's "Received and Filed" – for information only. (Susan Krause)

Regular Agenda

39. **Residential Solid Waste Collection Services** - Award RFP-600742-09/GMG - Residential Solid Waste Collection Services to Waste Pro of Florida, Inc., Longwood (Service Area 1 - \$250,605.11) and Veolia ES Solid Waste Southeast, Inc., Apopka (Service Area 2 - \$235,978.51). (Ray Hooper)
40. **MSBU** - Approve and authorize the Chairman to execute the Resolution Amending Section 22.10, Municipal Services Benefit Unit Program, of the Seminole County Administrative Code. (Kathy Moore)
41. **Complete Count Committee** - Appoint chairperson and additional member(s) to the Complete Count Committee; or Continue this item to a date and time certain. (Tony Matthews)

Chairman's Report

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

County Manager's Report

County Attorney's Report

Items for future Agenda – Commission, Staff, or Citizens

Adjourn BCC Meeting

**BCC Work Session - 1:30 P.M. in Conference Room 3024, 3rd Floor –
Water, Sewer and Reclaimed Water Rates**

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

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

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT
THE REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA
ON THE 27TH DAY OF OCTOBER, 2009**

WHEREAS, Seminole County has an obligation to provide for the housing needs of its current and anticipated populations, and assisting lower income families is dependent upon sufficient housing assistance from federal and state programs; and

WHEREAS, the William E. Sadowski Affordable Housing Act of 1992 created a dedicated revenue source for the state and local housing trust funds expressly and specifically to fund state and local housing programs that assist local governments in meeting the housing needs of its population; and

WHEREAS, the Legislature enacted a cap on the Housing Trust Funds of approximately \$243 million per year, beginning in Fiscal Year 2007-2008; and

WHEREAS, this cap is currently higher than the projected revenue for the Housing Trust Funds for fiscal years 2010-2011, 2011-2012, and 2012-2013, and therefore removal of the cap would have no negative fiscal impact on the state budget; and

WHEREAS, housing trust fund monies are the single greatest boost to the economy, providing \$7.66 million of economic impact for every \$1 million of state funding, and full appropriation of housing trust fund monies is critically needed to stimulate our local and state economy; and

WHEREAS, the unmet housing needs of low income Floridians is substantial and the downturn in the real estate market creates opportunities for acquiring, constructing, rehabilitating, and preserving housing to meet these needs, and these opportunities are lost without Housing Trust fund monies.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Seminole County, Florida, as follows:

Section 1. That the foregoing clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. That the County of Seminole supports repeal of the cap on the Housing Trust Funds, and urges the Governor and Legislature to adopt statutory changes during the 2010 Legislative Session to repeal the cap.

Section 3. That the County of Seminole supports full appropriation of housing trust fund monies for housing in the Fiscal Year 2010-2011 Budget.

Section 4. That the appropriate County Officials are authorized to do all things necessary and expedient to carry out the provisions of this Resolution.

Section 5. That this Resolution shall take effect immediately upon adoption hereof.

ADOPTED this 27th 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

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Contract: CC-4813-09/RTB - Seminole County Health Department Renovations - Phase II

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Robert Bradley

EXT: 7113

MOTION/RECOMMENDATION:

Award CC-4813-09/RTB - Seminole County Health Department Renovations- Phase II, in the amount of \$505,000.00 to T&G Constructors of Orlando, Florida.

County-wide

Ray Hooper

BACKGROUND:

CC-4813-09/RTB will provide for all labor, material, equipment, tools, transportation, services and incidentals necessary for the renovation of 7,851 square feet of interior space at the Seminole County Health Department located at 400 W Airport Boulevard, Sanford, FL 32773. The proposed improvements are for multiple areas throughout the facility, and the site work also includes new lighting and a security gate. The interior scope of work includes selective demolition, concrete cutting, masonry infill, thermal insulation, framing and casework, openings such as windows, doors, storefront systems, new finishes, electrical, mechanical, plumbing, security and data.

The project was publicly advertised and the County received six (6) responses. The Review Committee consisting of Ed Bayton, Fleet and Facilities Manager; Rafael Fernandez, Project Coordinator; Dennis Brown, Facilities Program Manager; and Devlin Moore, Accounting Specialist, all from the Administrative Services Department; and Phillip Spence, Administrative Services Director/Health Department, reviewed the responses. Consideration was given to the bid price, experience and qualifications.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, T&G Constructors, of Orlando, Florida, in the amount of \$505,000.000. The completion time for this project is two hundred and ten (210) calendar days to Substantial Completion, and an additional thirty (30) calendar days to Final Completion, for a total Agreement time of two hundred and forty days (240) calendar days from the issuance of a Notice to Proceed by the County. The back-up documentation includes the Tabulation Sheet.

Seminole County Health Department Renovation Services Agreement which was approved by the Board on 8/12/08, requires the State of Florida to reimburse the County for all expenses incurred on this project, including those related to this construction contract. The Engineer's Estimate for this project was \$553,600.00, and funds are available in Health Department Renovations (Account #010599.560650, CIP #00234803).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-4813-09/RTB - Seminole County Health Department Renovations- Phase II, in the amount of \$505,000.00 to T&G Constructors of Orlando, Florida.

ATTACHMENTS:

1. CC-4813-09_RTB - Award Agreement (T&G Constructors)
2. CC-4813-09_RTB - Backup Documentation

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**CONSTRUCTION SERVICES AGREEMENT
SEMINOLE COUNTY HEALTH DEPARTMENT RENOVATION - PHASE II
(CC-4813-09/RTB)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **T&G CONSTRUCTORS**, duly authorized to conduct business in the State of Florida, whose address is 8623 Commodity Circle, Orlando, Florida 32819, 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 Seminole County Health Department Renovation - Phase II.

The Project for which the Work under the Contract Documents is a part is generally described as Seminole County Health Department Renovation - Phase II.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Vision IV Architecture, LLC, whose address is 1401 W. Colonial Drive, Orlando, Florida 32804.

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

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within two hundred ten (210) 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 FIVE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$505,000.00). CONTRACTOR's total compensation is 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 Scott Schaefer, 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 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of

the following, in order of precedence:

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

hereto as Exhibit D;

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

- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract

Documents;

- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;

- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
- (20) Consent of Surety to Final Payment;
- (21) Instructions to Bidders; and
- (22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

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


SECTION 9. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not

limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

SECTION 10. MISCELLANEOUS.

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

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect. Specifically,

but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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

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

provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Administrative Services
200 West County Home Road
Sanford, Florida 32773

For CONTRACTOR:

T&G Constructors
8623 Commodity Circle
Orlando, Florida 32819

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.

(Signature Page Follows)

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:

T&G CONSTRUCTORS

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

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

AEC/sjs
7/30/09, 10/6/09
F:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\CC-4813-09.doc

EXHIBIT A

Scope of work

Health Department Renovation, Phase II

Seminole County is soliciting the services of a State of Florida Certified General Contractor for the renovation of 7,851 square feet of interior space at the Seminole County Health Department located at 400 W Airport Boulevard, Sanford, FL 32773. The contractor shall be experienced in renovations to health facilities under full owner occupancy.

The areas to be renovated are the Immunization Clinic, the Dental Clinic, the Nurses Area, the Pharmacy, and the Epidemiology Area. Also, the existing fire alarm system devices and wiring, currently covering 45,900 square feet out of the total facility's 48,580 square feet, will be replaced, and wired into the existing new fire alarm panel.

The total building area is 48,580 square feet. The proposed improvements are not concentrated in one area. The contractor will be working in multiple areas throughout the facility and therefore is required to provide a phasing plan to accomplish the work.

Site work is part of this scope of work and includes new lighting, and a security gate. The interior scope of work includes selective demolition, concrete cutting, masonry infill, thermal insulation, framing, and casework, openings such as windows, doors, storefront systems, new finishes, electrical, mechanical, plumbing, security and data.

The work consists of all items as indicated within the contract documents and those items of construction not indicated but normal and necessary and usual in the construction of a building project.

EXHIBIT B

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Seminole County Health Department Renovations – Phase II
COUNTY CONTRACT NO. CC-4813-09/RTB

Name of Bidder: T+G CONSTRUCTORS

Mailing Address: SAME AS BELOW

Street Address: 8623 COMMODITY CIRCLE

City/State/Zip: ORLANDO, FLORIDA 32819

Phone Number: (407) 352-4443

FAX Number: (407) 352-0778

Contractor License Number: CGC034852

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 ~~X~~ X5, 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:

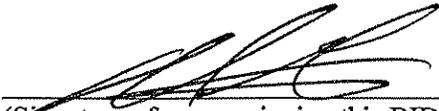
TOTAL AMOUNT OF BID: \$ 505,000
Numbers

 FIVE HUNDRED FIVE 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.

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

T+G CONSTRUCTORS
(Name of BIDDER)


(Signature of person signing this BID FORM)

DAVE GRABOSKY
(Printed name of person signing this BID FORM)

VICE PRESIDENT
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS BIDDERS 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.

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.

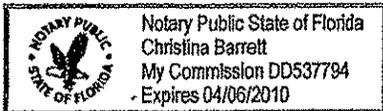
The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued 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: T+G CONSTRUCTORS
Signature: [Signature]
Printed Name: DAVE GRABOSKY
Title: VICE PRESIDENT
Date: 9/16/09

Affix Corporate Seal

STATE OF FLORIDA)
) ss
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 16th day of SEPTEMBER, 2009, by DAVE GRABOSKY of T+G CONSTRUCTORS firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.



[Signature]
Print Name CHRISTINA BARRETT
Notary Public in and for the County
and State Aforementioned

My commission expires: 4/6/10

DRUG-FREE WORK PLACE FORM

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

T+G CONSTRUCTORS does:
(Name of Business)

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

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


Proposer's Signature

T+G CONSTRUCTORS
Firm
9/16/09
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS by:
DAVE GRABOSKY - VICE PRESIDENT

for T+B CONSTRUCTORS
(print individual's name and title)
(print name of entity submitting sworn statement)

whose business address is 8623 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2806739 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 1.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this 16 day of SEPTEMBER 2009


(Signature) DAVE GRABOSKY - V.P.

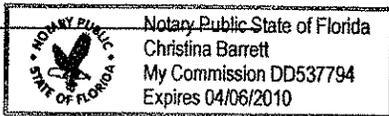
Personally known to me _____

OR Produced identification _____

(Type of Identification)

Notary Public - State of FLORIDA

Commission expires 4/6/10




(Notary Public Signature)

CHRISTINA BARRETT
(Printed typed or stamped commissioned name of Notary Public)

Form PUR 7068 (Rev. 6/18/92)

Compliance with the Public Records Law

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

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

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

Company Name: T+G CONSTRUCTORS

Authorized representative (printed): DAVE GRABOSKY

Authorized representative (signature): 

Date: 9/16/09

Project Number: CC-4813-09/RTB

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

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

BID NUMBER: CC-4813-09/RTB

PROJECT TITLE: Seminole County Health Department Renovations Phase II

BID OPENING

DATE: September 30, 2009 at 2:00 P.M. Eastern

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

PAGE: 1 of 2

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	T & G Constructors 8623 Commodity Circle Orlando, FL 32819 Dave Grabosky, VP Ph: 407-352-4443 Fax: 407-352-0778	CAM Group, LLC P. O. Box 2481 Ft. Pierce, FL 34954 Ana McGregor, President Ph: 866-652-9050 Fax: 772-293-9266	Southern Building Services, Inc. 1165 E. Plant Street, Suite 9 Winter Garden, FL 34787 Jeffrey L. Sherron Ph: 407-877-1108 Fax: 407-877-7188	The Collage Companies 585 Technology Park Lake Mary, FL 32746 (Contact Name) Ph: 407-829-2257 Fax: 407-829-2258
Total Amount of Bid	\$505,000.00	540,000.00	\$542,800.00	\$577,000.00
Acknowledge addenda (5)	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records Law	Yes	Yes	Yes	Yes

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

BID NUMBER: **CC-4813-09/RTB** Page 2 of 2

ITEM DESCRIPTION	Response #5	Response #6
	Johnson-Laux Construction, Inc. 4502 35 th Street, Suite 500 Orlando, Fl 32811 Kevin E. Johnson, President PH: 407-770-2180 Fax: 407-770-2181	D.J. Haycock Construction Co. 431 North Causeway New Smyrna Beach, FL 32169 (Contact Name) Ph: 386-427-8222 Fax 386-427-9982
Total Amount of Bid	\$577,000.00	598,600.00
Acknowledge addenda (5)	Yes	Yes
Trench Safety Act	Yes	Yes
Bidder Information Form	Yes	Yes
Non-Collusion Affidavit	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes
Americans w/Disabilities Act	Yes	Yes
Drug-Free Workplace Form	Yes	Yes
Public Entity Crimes Form	Yes	Yes
Experience of Bidder	Yes	Yes
W-9	Yes	Yes
Compliance w/ Public Records Law	Yes	Yes

Tabulated by: **Robert T. Bradley, Procurement Analyst: (Posted by Robert T. Bradley October 1, 2009, 2:00 PM EST)**
 (Updated by Robert T. Bradley, Procurement Analyst 10/6/09, 3:30 PM, EST)
 Recommendation of Award: T & G Constructors, Orlando, FL

BCC Date: October 27, 2009

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Change Order #4 to CC-3519-08/JVP - Midway Regional Stormwater Facility

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Jacqui Perry

EXT: 7114

MOTION/RECOMMENDATION:

Approve Change Order #4 to CC-3519-08/JVP - Midway Regional Stormwater Facility with Johnson Brothers of Orlando, Florida, in the amount of \$174,851.96 and add an additional thirty-three (33) calendar days to Final Completion.

County-wide

Ray Hooper

BACKGROUND:

CC-3519-08/JVP - Midway Regional Stormwater Facility provides for all labor, materials, equipment, transportation, coordination and incidentals necessary for the installation of the Midway Regional Stormwater Facility.

Change Order #4 will provide for sod, fencing, maintenance of traffic, signs and other incidentals. "As Needed" sod will be used for the inside side slopes of Ponds #'s 1, 2, 3 & 4 in lieu of hydroseeding, to ensure immediate erosion control of in-field conditions as directed by the onsite inspector.

In addition, Change Order #4 will provide for an additional thirty-three (33) calendar days to Final Completion due to rain delays and holiday time, for a revised Final Completion date of December 7, 2009.

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

Original Agreement Sum	\$2,875,264.86
Change Order #1	36,077.36
Change Order #2	119,208.41
Change Order #3	5,895.01
Change Order #4	174,851.96
Revised Agreement Total	\$3,211,297.60

This is a budgeted project and funds are available in Joint Participation Project-IFAS (Account #077603.560650 and #077516.560650, CIP #00241701).

STAFF RECOMMENDATION:

Staff recommends that the Board approve Change Order #4 to CC-3519-08/JVP - Midway Regional Stormwater Facility with Johnson Brothers of Orlando, Florida, in the amount of \$174,851.96 and add an additional thirty-three (33) calendar days to Final Completion.

ATTACHMENTS:

1. CC-3519-08_JVP - Change Order #4 (Johnson Bros)

Additionally Reviewed By:

County Attorney Review (Ann Colby)

SEMINOLE COUNTY, FLORIDA
CHANGE ORDER FOR CONSTRUCTION PROJECTS

PURCHASING & CONTRACTS DIVISION
(407) 665-7116

1101 E. First Street
Sanford, Florida 32771-1468

Contract Number: CC-3519-08 Initiation Date: 9/11/09 Change Order No.: 4 Eng Project No: _____
CIP Number: 00241701 Contract Date: 8/5/08 Work Order No.: _____ Vendor No: _____

Contract Title: Midway Regional Stormwater Facility and SR 415 Surcharge Embankment

You are requested to make the following change(s) in this Contract/Work Order, and reason(s) are provided: Add various changes necessary to complete the project and 33 calendar days of time extension. See Change Order Attachment.

Original Contract/Work Order Sum	\$ 2,875,264.86
Contract/Work Order sum prior to this change order	\$ 3,036,445.64
Change Order Sum (<input checked="" type="checkbox"/> increase) (<input type="checkbox"/> decrease) (<input type="checkbox"/> unchanged)	\$ 174,851.96
New Contract/Work Order sum including this change order will be	\$ 3,211,297.60
Time will be (<input checked="" type="checkbox"/> increased) (<input type="checkbox"/> decreased) (<input type="checkbox"/> unchanged) by	33 days
Final Completion Date through this change order	December 7, 2009

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

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

This Change Order does does not involve changes to the design of the project, which would require signature by the Architect/Engineer of Record. Project Manager (initials) EA

Al Collock
Project Manager (Signature)
Seminole County Engineering
520 W. Lake Mary Blvd, # 200
Sanford, FL. 32773
Public Works / Engineering
By: Al Collock
(Print Name)
Date: 9/15/09

Edwin Alagano
Architect/Engineer (Signature)
Dyer, Riddle, Mills & Precourt, Inc.
941 Lake Baldwin Lane
Orlando, FL 32814
Address (List Above)
By: Edwin Alagano
(Print Name)
Date: 9/14/09

Contractor (Seal & Signature)
Johnson Bros. NB SEAL
7500 Municipal Drive
Orlando, FL 32819
Address (List Above)
By: Dean Reed
(Print Name) DEAN REED
Date: 9/14/09

Purchasing & Contracts Approval Pursuant to Administrative Code:
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS Board Approval:

WITNESSES:

Robert L. Hunter, Procurement Supervisor Date
As authorized by Section 8.153, Seminole
County Administrative Code

ATTEST:

MARYANNE MORSE
Clerk to the Board of County Commissioners of
Seminole County, Florida.
Approved as to form & legal sufficiency:

County Attorney Date

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BOB DALLARI, CHAIRMAN Date
As authorized for execution by the Board of County
Commissioners at their _____, 2009
regular meeting.

**MIDWAY RSF & SR 415 SURCHARGE EMBANKMENT
CHANGE ORDER NO. 4 ATTACHMENT**

UPDATED 9/11/09

Contract:	CC-3519-08/JVP	County:	Seminole
CIP:	241701	FIN (SR415 Only)	407355-6-58-01

Overrun						
PAY ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE	REASON OF CHANGE
	MIDWAY					
550-10-110	Fencing (Type A, 5' Height, No Barbed Wire)	LF	6,105.00	\$6.00	\$36,630.00	Plan Sheet 2 indicates original quantity was to establish a unit price. The overrun was necessary to completely fence the four ponds at Midway for safety reasons.
550-10-220	Fencing (Type B, 6' Height, No Barbed Wire)	LF	5,155.00	\$12.00	\$61,860.00	
575-1-2	Performance Turf (Sod, Bahia)	SY	33,721.00	\$1.40	\$47,209.40	It is necessary to sod the inside sideslopes of Ponds 1, 2, 3 & 4 in lieu of hydroseeding for immediate erosion control. The hydroseeding pay item will be reduced by the same area required to sod the inside slope of Ponds 1, 2, 3, and 4. The additional quantity also includes the corrected Pond 4 sod quantity.
524-1-29	Concrete Ditch Pavement (Reinforced) (4" Thick)	SY	21.00	\$38.00	\$798.00	It is necessary to install a concrete ditch pavement sump at Structure 8 for erosion control and inlet protection during maintenance.
	Total Midway				\$146,497.40	
	SR 415					
102-1	Maintenance of Traffic	LS/DA	187.00	\$100.00	\$18,700.00	The Designer of Record estimated the quantities for MOT items as 120 days. It is necessary to make the adjustments in accordance with the allowable contract time durations (274 orig. days + 33 time extension = 307 days).
102-60	Work Zone Signs	ED	1,128.00	\$0.27	\$304.56	
102-99	Changeable Variable Message Sign, Temp	DA	374.00	\$25.00	\$9,350.00	
	Total SR 415				\$28,354.56	
TOTAL ADDITIONAL FUNDS:					\$174,851.96	



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Lynne M. Urice, Procurement Specialist, Purchasing Division
From: Ann Colby, Assistant County Attorney 
Ext. 7254
Date: February 5, 2008
Subject: Corporate Seal

In response to your Review Request dated February 4, 2008, you have asked two questions: I will address them individually.

1. For all agreements, should we be requiring the corporate seal? The corporate seal is not legally necessary for a binding agreement. However, we like to include a space for affixing the corporate seal as it helps to prevent fraudulent execution of documents and assists in establishing which document is the original document.
2. Under the agreements where we have a corporate seal on file, should we require the seal on any amendments or work orders as well? Corporate signature blocks are standardized and consist of a signature line for the president or other authorized signator for the company, a signature line for the company's attesting officer, and a space for affixing the corporate seal. The signatures of the executing officer and attesting officer are legally required; the corporate seal is preferred but not required.

If you have any additional question regarding this matter, please give me a call.

Midway RSF and SR 415 Surcharge Embankment
Project CC-3519-08/JVP

Entitlement Analysis
Change Order No. 4 – Time Extension Analysis & Overruns/Underruns
September 11, 2009

CONTRACT PROVISIONS:

1. General Conditions Article 10.1.1: Without invalidating the Agreement and without notice to any surety, County may, at any time, by duly executed Change Order or Change Request, order changes within the scope of the Agreement consisting of additions, deletions or other revisions in the Work.....

2. 11.9.2 An extension in Contract Time will not be granted unless CONTRACTOR can demonstrate through an analysis of the Progress Schedule that the increases in the time to complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and his Subcontractors, Suppliers or other persons or organizations, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time. An adjustment in Contract Time will be based solely upon net increases in the time required for the performance or completion of parts of the Work controlling achievement of the corresponding Contract Time(s) at the time that the incident which causes the change occurs. However, even if the time required for the performance or completion of Controlling Work Items of the Work is extended, an extension in Contract Time will not be granted until performance or completion of the Controlling Work Items necessarily extends beyond the Contract Time in question despite CONTRACTOR's reasonable and diligent actions to guard against those effects. Examples of unforeseeable causes include: (1) acts of God or of the public enemy; (2) acts of COUNTY or ENGINEER in its sovereign or contractual capacity; (3) acts of the Government or another Public Entity in its sovereign capacity; (4) acts of another contractor in the performance of a contract with the COUNTY, if not identified in the Contract; (5) fires, floods, epidemics, quarantine restrictions; (6) sink holes, archaeological finds; (7) strikes, freight embargoes; (8) unusually severe weather; (9) a case of differing physical conditions; and (10) unusually severe shortages of construction Materials from such causes as area-wide shortages, an industry-wide strike, or a natural disaster which affects all feasible sources of supply.

3. 6.43.2.1 The COUNTY may grant an extension of Contract Time when a Controlling Work Item is delayed by factors not anticipated or foreseeable at the time of Bid. Such extension of time may be allowed only for delays occurring during the Contract Time period or authorized extension of the Contract Time period. When failure by the COUNTY to fulfill an obligation under the agreement results in delays in the Controlling Work Items, such delays will be considered as a basis for granting credit to the Contract Time. Extensions of Contract Time will not be granted for delays due to the fault or negligence of the CONTRACTOR. Time extensions for delays caused by the effects of inclement weather are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the CONTRACTOR from productively performing Controlling Work Items resulting in:
 - (1) The CONTRACTOR being unable to work at least 50 percent of the normal Work day on pre-determined Controlling Work Items due to adverse weather conditions or;

(2) The CONTRACTOR must make major repairs to Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by the CONTRACTOR, and providing that the CONTRACTOR was unable to Work at least 50 percent of the normal Workday on pre-determined Controlling Work Items.....

4. 6.43.2.2 Extension of Contract Time under the provisions of these Contract Documents shall not entitle CONTRACTOR to additional compensation or form the basis for Contract Claims.

5. **6.42 Contractor's Vacation.**

6.42.1 The CONTRACTOR will be allowed to suspend operations, except as provided in Subsection 6.42.7 for a total period not to exceed 14 Days annually (365 calendar day period(s), beginning with Date of Commencement of the Contract Time in order to provide vacation time for his employees. These 14 Days shall include the two periods allowed for automatic suspension, if used, and shall be divided into no more than two separate periods of vacation time.

6.42.2 Two periods of time are established for automatic time suspensions. These periods are Thanksgiving, which includes Thanksgiving Day and the following Friday, Saturday and Sunday; and Christmas, which includes December 24th through January 1st. Vacation days other than provided at Thanksgiving and Christmas will require written request. These automatic time suspensions may be approved verbally by the ENGINEER upon notification by the CONTRACTOR of his intent to shut down his operations for one or both of these periods. If the CONTRACTOR does not shut down his operations during these periods, Contract Time will be charged as usual.

6.42.3 The CONTRACTOR shall submit written request to the ENGINEER for permission to suspend operations at least ten days in advance of the date of suspension.

6.42.4 The COUNTY reserves the right to refuse permission for a suspension (including automatic suspensions) when it might cause undue inconvenience to the traveling public or when, because of other factors, uninterrupted prosecution of the Work is essential.

6.42.5 The CONTRACTOR shall retain sufficient personnel at the job site to properly maintain all maintenance of traffic requirements.

6.42.6 Contract Time will not be charged during the period of any approved suspension for vacation, as long as no Work (with the exception of that specified in 6.42.5) is accomplished on the Project.

6.42.7 The CONTRACTOR shall not be permitted to suspend operations for vacation periods when the CONTRACTOR has failed to achieve Substantial Completion in accordance with the Contract Documents.

ORIGIN:

1. June 11, 2009, Johnson Bros requested 21 calendar days of time extension for the impact of heavy rains that fell in the area between May 18, 2009 to June 7, 2009.
2. August 6, 2009, Johnson Bros requested 30 calendar days of time extension for the impact of heavy rains that fell in the area between June 8, 2009 to July 24, 2009.
3. August 26, 2009, Johnson Bros requested 16 calendar days of time extension for the impact of heavy rains that fell in the area between July 25, 2009 to August 25, 2009.

4. August 28, 2009, Johnson Bros requested 6 calendar days of time extension for vacation holiday weekend for Memorial Day, Independence Day and Labor Day.
5. August 28, 2009, Johnson Bros submitted a revised 10 day vacation for Memorial Day, Independence Day, and Labor Day Weekends.
6. The total number of days requested by the Contractor is 77 calendar days.
7. Overrun and underrun for various pay items of work due to plan quantity errors and sod substitution.

OVERRUN/UNDERRUN QUANTITY ANALYSIS (SEE ALSO ATTACHED SPREADSHEET):

MIDWAY PAY ITEMS

1. Item 550-10-110 Fencing (Type A, 5' Height): The original contract plans did not indicate the location of the proposed fence. Plan sheet 2 note states the quantity was to establish a unit price. The new Type A fence will be placed at lightly residential areas and pasture lands adjacent to the newly constructed ponds (see attached sketch and quantity calculation).
2. Item 550-10-220 Fencing (Type B, 6' Height): The original contract plans did not indicate the location of the proposed fence. Plan sheet 2 note states that the quantity was to establish a unit price. The new Type B fence will be placed at residential areas adjacent to the newly constructed ponds (see attached sketch and quantity calculation).
3. Item 575-1-2 Performance turf (Sod, Bahia): The additional quantities is due to incorrect calculation of the original quantity and replacing the hydroseeding areas of Pond 1, 2, 3 and 4 side slopes with sod for immediate erosion control and prevent a potential maintenance issue. Additional quantity is 7,931 (Pond 4) + 27,581 (Pond 1, 2, 3, & 4) = 35,512 SY.
4. Item 570-1 Performance Turf (Hydroseeding): The underrun of 27,581 SY is due to placing sod in lieu of hydroseeding at the sideslope of Ponds 1, 2, 3 and 4 for immediate erosion control and prevents a potential maintenance issue. The underrun of 27,581 SY for this pay item is not included in this Change Order but will be credited in the final quantity measurement.
5. Item 524-1-29 Concrete Ditch Pavement (Reinforced) (4" Thick): It is necessary to add 21 SY of reinforced concrete sump at Structure 8 in lieu of hydroseeding for erosion control and inlet protection during the maintenance phase.

SR 415 PAY ITEMS:

1. Item 102-1 Maintenance of Traffic: The estimated contract duration of 120 days is incorrect. The revised quantity is calculated using the original contract time of 274 days plus 33 days of time extension. Total days = $274 + 33 = 307$ DA.
2. Item 102-60 Work Zone Signs: The estimated contract duration of 120 days is incorrect. The revised quantity is calculated using the original contract time of 274 days plus 14 days prior to construction plus 33 days time extension multiplied by 8 signs. Total signs = $321 \times 8 = 2,568$ ED.
3. Item 102-99 Changeable Variable Message Sign: The estimated contract duration of 120 days is incorrect. The revised quantity is calculated using the original contract time of 274 days plus 14 days prior to construction plus 33 days time extension multiplied by 2 signs. Total PCMS = $321 \times 2 = 642$ DA.

TIME ANALYSIS:

Johnson Bros requested time extension for weather related delays from May 18, 2009 to August 25, 2009 (total of 67 days) and 10 vacation days for Memorial Day, Independence Day and Labor Day holiday weekends.

The controlling work items for this project are excavation, hauling and surcharged embankment. The progress of these three work items is dependent on each other operations.

The materials excavated from the ponds are A-2-4 and contain clay. Clay retains moisture for long period and doesn't easily dry out.

The rain events that fell on the job from May 18, 2009 through August 25, 2009 impacted the performance of the Contractor on the controlling work items. The rain occurrences broke the existing record and the Governor of Florida even declared Seminole and Volusia Counties disaster areas because of flooding.

Once it rain during hauling, the operation immediately ceased because of the difficulty of trucks crossing the muddy haul road, the materials will be disturbed and can be washed away, and will be unsafe for trucks making turns on SR 415.

After the rain event, the Contractor had difficulty drying the fill materials because of the clay content, and getting passing density is not easy either because the optimum moisture content has been exceeded. There were also times when the density passed but the contractor cannot haul since the underlying layer is not completely dry. Attempts to continue hauling causes rutting on the surcharge thus delaying further the contractor's operation. In this situation, the Contractor had to wait for several days for the materials to dry and achieve passing density. Contractor had brought in extra equipment such as sheepfoot roller, extra steel roller and plow machine to battle this condition in the field. However mother nature sometimes doesn't cooperate because there were times the area is ready for filling, and the Contractor has scheduled the dump trucks for the following day but it rain that night before causing them to cancel the hauling operation and causing more work stoppages.

Therefore when analyzing the weather time extension request, we believe the Contractor is entitled to time extension when it rains and can't continue to haul, and when Contractor can't haul because of wet ground. In order to grant time, the accumulated total monthly rainfall must exceed the County recommended worldclimate.com website for the total monthly average rainfall for the period 1961-1990. We have prepared the attached spreadsheets showing the days requested and impacted by rain, and our recommendation.

Contractor also requested 10 day time extension for Memorial Day, Independence Day and Labor Day holiday weekends. These days are May 23, 2009 (Saturday), May 24, 2009 (Sunday), May 25, 2009 (Monday), July 3, 2009 (Friday), July 4, 2009 (Saturday), July 5, 2009 (Sunday), September 4, 2009 (Friday), September 5, 2009 (Saturday), September 6, 2009 (Sunday) and September 7, 2009 (Monday).

DRMP recommends that 23 calendar days of weather related time extension is justifiable for the period of May 18, 2009 to August 25, 2009; and 10 days of time extension for vacation/holiday periods for a total of 33 days.

Johnson Bros Request				DRMP Recommendation	Comments
Date	Period Requested	No. of days request	Reason	Days	
6/11/09	5/18/09 to 6/7/09	21	Bad Weather	10	
8/06/09	6/08/09 to 7/24/09	30	Bad Weather	12	
8/26/09	7/25/09 to 8/25/09	16	Bad Weather	1	
8/28/09	Memorial, Independence, Labor Holidays	10	Holidays/Vacation	10	Vacation
	Total Time Extension	77		33	

Original Substantial Completion = 274 calendar days (October 5, 2009)

Original Final Completion = 274 + 30 = 304 calendar days (November 4, 2009)

Upon approval of the 33 days time extension, the revised completion date is:

Revised Substantial Completion = 274 + 33 = 307 calendar days (November 7, 2009)

Revised Final Completion = 307 + 30 = 337 calendar days (December 7, 2009)

MIDWAY RSF & SR 415 SURCHARGE EMBANKMENT
OVERRUN/UNDERRUN
 UPDATED 9/11/09

Contract:	CC-3519-08/JVP
CIP:	241701

County:	Seminole
FIN (SR415 Only)	407355-6-58-01

Overrun										
PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PLAN QTY	REVISED QTY	UNIT	QTY CHANGE	UNIT PRICE	AMOUNT OF CHANGE	REASON OF CHANGE		
	MIDWAY									
550-10-110	Fencing (Type A, 5' Height, No Barbed Wire)	500.00	6,605.00	LF	6,105.00	\$6.00	\$36,630.00	Plan Sheet 2 indicates original quantity was to establish a unit price. The overrun was necessary to completely fence the four ponds at Midway for safety reasons.		
550-10-220	Fencing (Type B, 6' Height, No Barbed Wire)	500.00	5,655.00	LF	5,155.00	\$12.00	\$61,860.00	it is necessary to sod the inside sideslopes of Ponds 1, 2, 3 & 4 in lieu of hydroseeding for immediate erosion control. The additional quantity includes the corrected sod quantity for Pond 4.		
575-1-2	Performance Turf (Sod, Bahia)	1,791.00	35,512.00	SY	33,721.00	\$1.40	\$47,209.40	it is necessary to install a concrete ditch pavement sump at Structure 8 for erosion control and inlet protection during maintenance.		
524-1-29	Concrete Ditch Pavement (Reinforced) (4" Thick)	25.00	46.00	SY	21.00	\$38.00	\$798.00			
	Total Midway						\$146,497.40			
	SR 415									
102-1	Maintenance of Traffic	120.00	307.00	LS/DA	187.00	\$100.00	\$18,700.00	The Designer of Record estimated the quantities for MOT items as 120 days. It is necessary to make the adjustments in accordance with the allowable contract time durations (274 orig. days + 33 time extension = 307 days).		
102-60	Work Zone Signs	1,440.00	2,568.00	ED	1,128.00	\$0.27	\$304.56			
102-99	Changeable Variable Message Sign, Temp	268.00	642.00	DA	374.00	\$25.00	\$9,350.00			
	Total SR 415						\$28,354.56			
							OVERRUN SUBTOTAL: \$174,851.96			

Underrun										
PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PLAN QTY	REVISED QTY	UNIT MEAS.	QTY CHANGE	UNIT PRICE	AMOUNT OF CHANGE	REASON OF CHANGE		
	MIDWAY									
570-1	Performance Turf (Hydroseeding)	137,392.00	109,811.00	SY	-27,581.00	\$0.28	-\$7,722.68	The underrun was due to sodding the sideslopes of Ponds 1, 2, 3 & 4 in lieu of hydroseeding for immediate erosion control.		
							UNDERRUN SUBTOTAL: -\$7,722.68			
							NET TOTAL: \$167,129.28			

MIDWAY RSF : PROJECT CC-3519-08/JVP

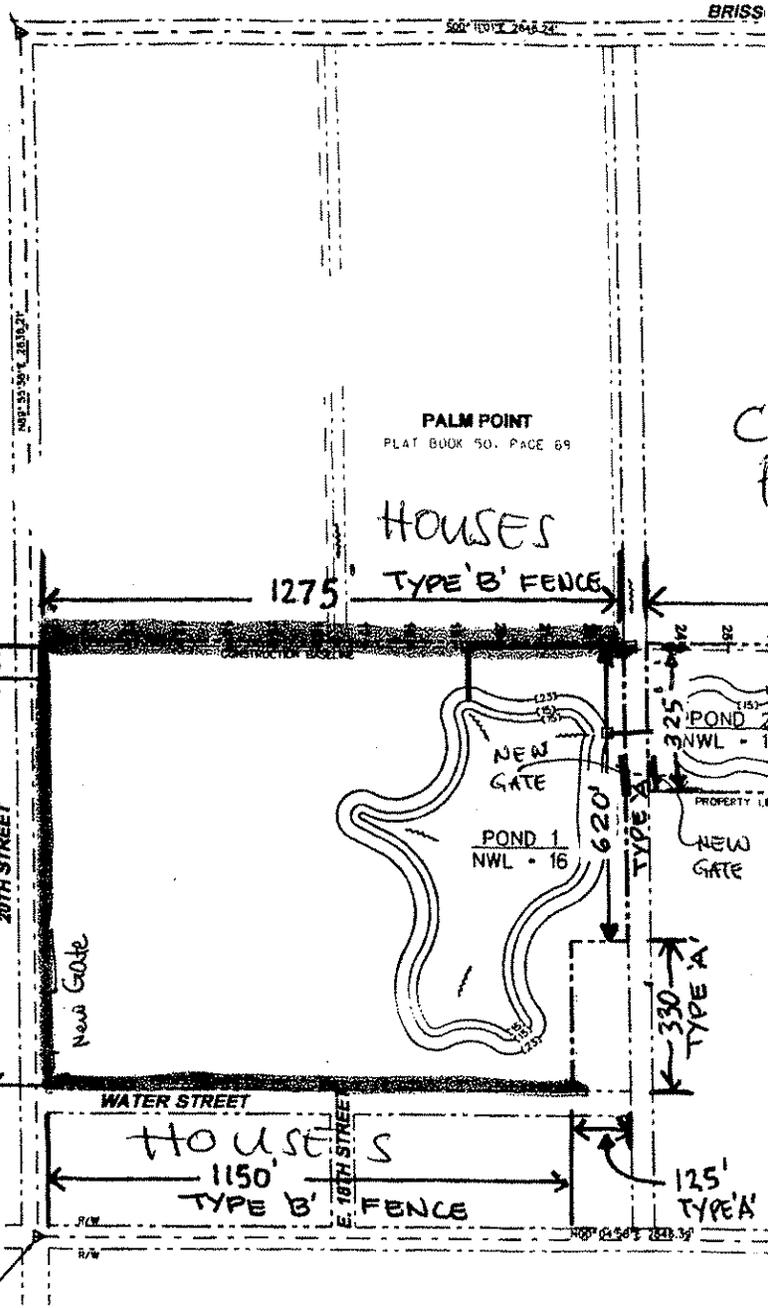
Proposed Fence

8/28/2009

Items 550-10-110 (Type A); 550-10-220 (Type B)

Location	Proposed Fence LF		Gate
	Type A	Type B	Quantity
	5' FT.	6' FT.	
Pond 1			
South side @ 20th St.		910	1
East side @ Water St.		1150	
North side @ CSX easement	1075		1
West side		1275	
Ponds 2 & 3			
South side @ CSX easement	325		1
East side	1300		
North side @ Celery Ave.		325	1
West side	1300		
Pond 4			
South side @ Celery Ave.		420	1
East side	1955	225	
North side	650		
West side		1350	
EST. TOTAL	6605	5655	5

NORTH
N.T.S.



SHEET 5
FENCE 1/2

Revision	Date	Approved
PER COUNTY & SUPPLD	05/19/03	RBO
PER SUPPLD	08/18/03	RBO
PER COUNTY	08/21/06	RBO

Designed by:	Name	Date
Drawn by:	CMS/ALM	02/01/03
Checked by:	RBO/CMS	02/01/03



SEMINOLE COUNTY
PUBLIC WORKS DEPARTMENT
STORMWATER DIVISION



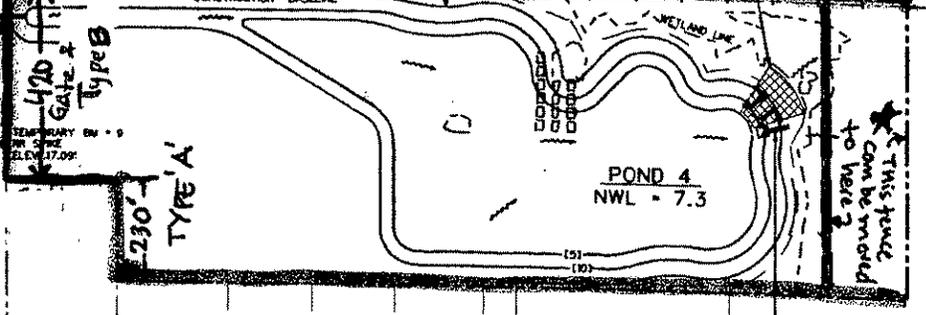
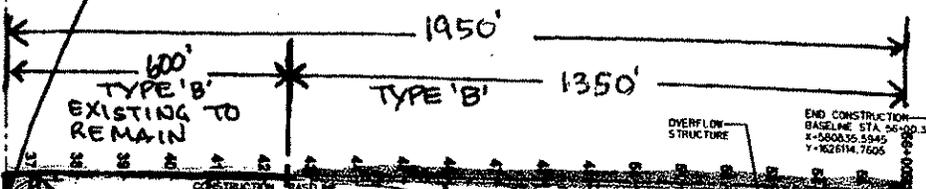
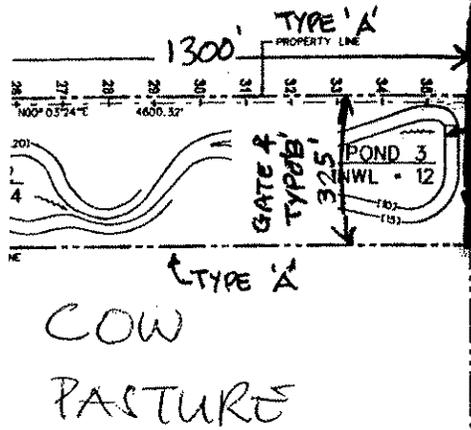
IN AVENUE

CELERY AVENUE (CR-416)

NOTE: NEED (1) 20' GATE

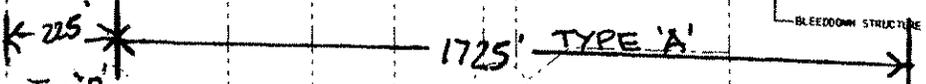
COW PASTURE

HOUSES



WETLANDS

COW PASTURE



HOUSES

SIPES AVE.

RR SPIKE
EL. 10.26
X=582143.0030
Y=1824156.5060

LEGEND

- EXISTING CONTOUR & ELEVATION
- - - EXISTING RIGHTS-OF-WAY
- - - EXISTING WETLAND LINE
- - - PROPERTY LINE
- (10) - FINISHED GRADE LINE & ELEVATION
- NEW PALET & PIPE
- ▨ OVERFLOW WEIR STRUCTURE
- FLOW DIRECTION
- - - EXISTING ROADWAY

CONTRACTOR TO OBTAIN CADD FILE FROM ENGINEER FOR SITE WORK.

575-1-2 570-1
SOD & HYDROSEED

Johnson Bros

Midway Regional Stormwater Facility / 415 Embankment

Request For Information

Project No. Midway Regional Stormwater Facility	Project Engineer: DRMP
Description: Midway Pond Slope Sodding	Res Engineer: DRMP
Contractor: Johnson Bros	

To: Edwin Alagano	<input type="checkbox"/> Structural	<input type="checkbox"/> Roadway
From: Dean Reed	<input type="checkbox"/> Drainage	<input type="checkbox"/> Geotechnical
RFI #: 07	<input type="checkbox"/> Signing	<input type="checkbox"/> Pavement Markings
Date Req'd: ASAP	<input type="checkbox"/> Building	<input checked="" type="checkbox"/> Other

Request:

Johnson Bros recommends sodding the east slopes of pond 1 from the top of bank to the water line. Hydro-seeding will not provide adequate slope protection from the large amount of rain water that flows from Waters Street. The sod quantity for the east slopes of pond 1 is approximately 1,600 square yards. Johnson Bros feels it will be the best interest of Seminole County to sod the remainder of slopes on ponds 1, 2 and 3, which equals 13,100 square yards. The total sod quantity including the east slopes of pond 1 is 14,700 square yards. Please advise

Signature: [Signature]

Date: 8/10/09

12,881 SY POND 4 INSIDE SLOPE
Total 14,700 SY PONDS 1, 2, 3
7,931 SY POND 4

Response:

NEW TOTAL QTY = 35,512 SY

CREDIT FOR HYDROSEED = -14,700 SY - 12,881 SY = -27,581 SY

Signature _____ Date _____

Copy	Attachments
------	-------------

900 1/3
Received 8/10/09

8/10/09 turned to A/C Noble.

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Edwin Alagano

From: Collock, Albert [ACollock@seminolecountyfl.gov] **Sent:** Thu 5/21/2009 11:28 AM
To: Edwin Alagano
Cc:
Subject: FW:Midway Sod Area Calc.pdf
Attachments: Midway Sod Area Calc.pdf(76KB)

-----Original Message-----

From: Robert Gaylord [mailto:rbg@saiengineers.com]
Sent: Wednesday, May 20, 2009 8:17 AM
To: Walter, Robert
Cc: Collock, Albert; 'Kent Boulicault'; 'Lisa Barfield'; 'Mark Troilo'
Subject: Midway Sod Area Calc.pdf

Bob,

The estimated values for the side along the back slope is shown on the drawing as 1.59ac, about 7,700 SY. I actually doubled this value in the Bidform, so there should be no request for additional sod. Even if the Contractor states the area on the drawing is based on level ground and the sod area is actually sloped that only increases the sod quantity by 1.03%

→ (7,931 sy total). Please call if you have any questions.

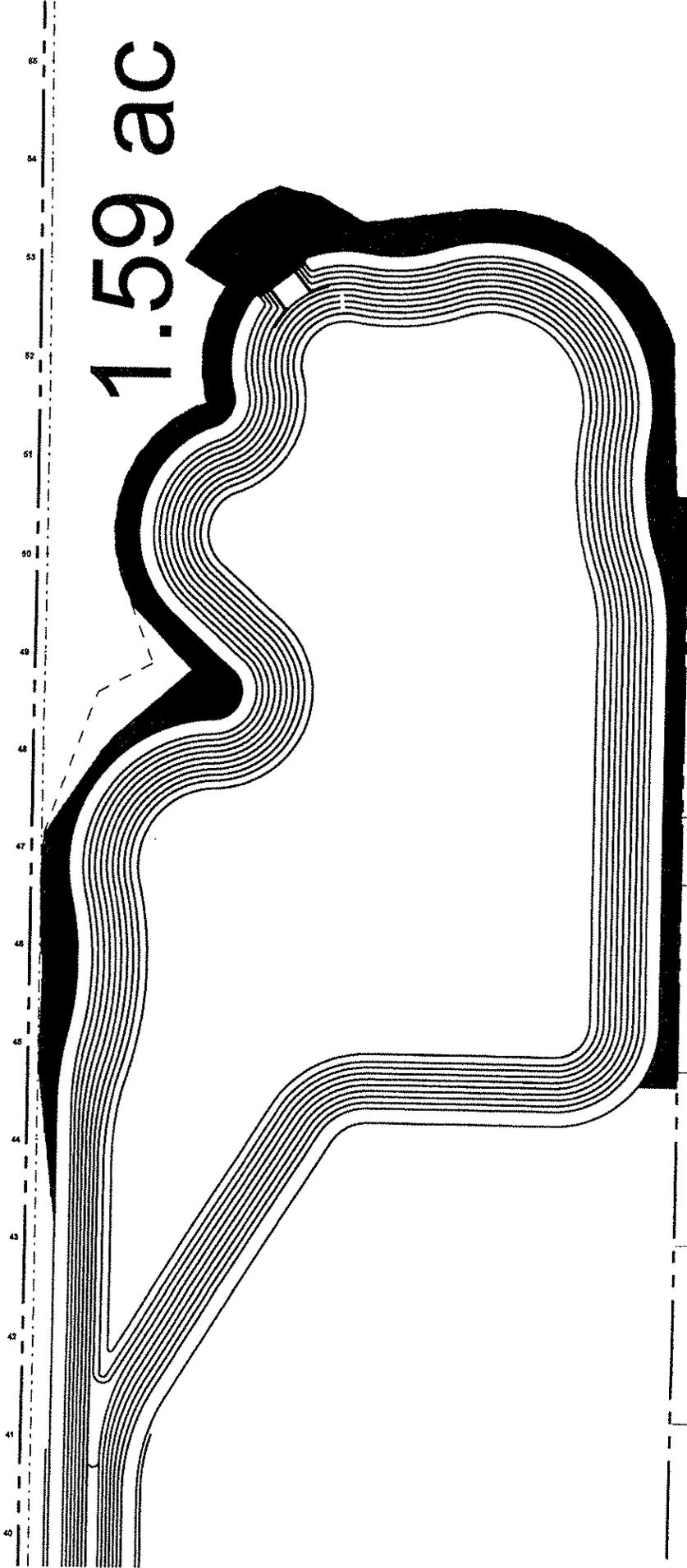
Thanks,
Robert

Corrected qty for Pond 4

-****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****-

DRMP CEI Field Office
MAY 21 2009
RECEIVED

sod 2/3



1.59 ac

RECEIVED
MAY 21 2009
DRMP CEI Field Office

SOD 4/3

Edwin Alagano

From: Edwin Alagano
Sent: Thursday, September 03, 2009 3:40 PM
To: Al Collock (ACollock@seminolecountyfl.gov); Robert Walter (rwalter@seminolecountyfl.gov)
Cc: Scott Stagg
Subject: Midway Pond 4 - Qty of Sod - Inside Slope

Al and Bob

The quantity of sod for the inside slope of Pond 4 is 12,881 SY. There will be a credit of the same amount for hydroseed pay item.

Sod Pay item = 12,881 SY x \$1.40 = \$18,033.40

Hydroseeding Pay Item = -12,881 x \$0.28 = -\$3,606.68

Additional funds needed = \$14,426.72

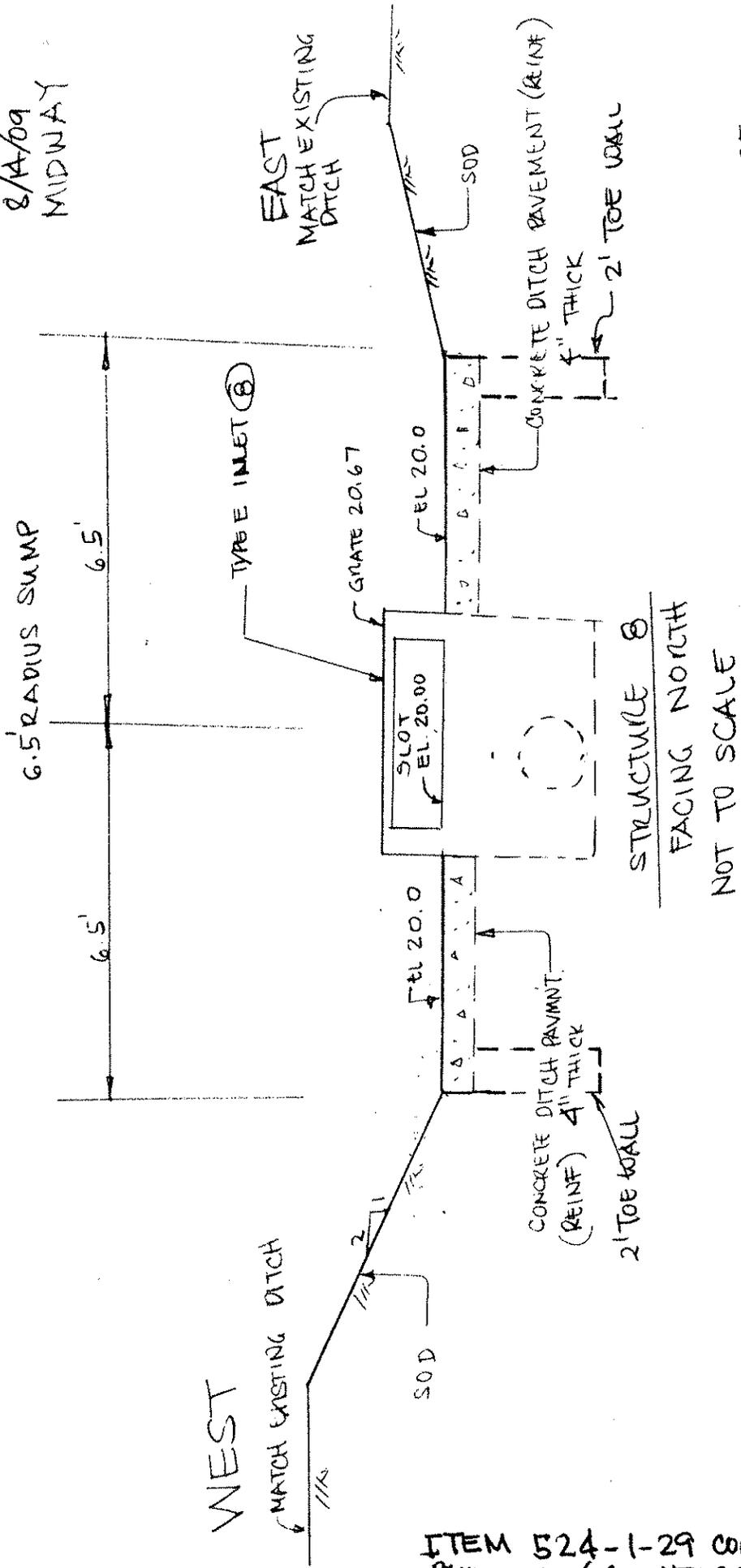
Please advise if you have any questions.

Johnson Bros informed us this afternoon that due to the expected rain today and tomorrow and Labor Day, they plan to take vacation from Friday thru Monday (Sept 4 thru 7, 2009).

Edwin Alagano, P.E.
Sr. Project Engineer
ealagano@drmp.com

Dyer, Riddle, Mills & Precourt, Inc.
941 Lake Baldwin Lane
Orlando, FL 32814
P: 407-896-0594
Direct Dial: 407-362-1373
F: 407-896-4836
Cell: 407-580-7218
Sanford Office 407-302-0078

8/14/09
MIDWAY



WEST

MATCH EXISTING DITCH

TYPE INLET 8

EAST
MATCH EXISTING
DITCH

GATE 20.67

EL. 20.00

EL. 20.00

CONCRETE DITCH PAVEMENT
(REINF) 4" THICK

2' TOE WALL

CONCRETE DITCH PAVEMENT (REINF)
4" THICK

2' TOE WALL

STRUCTURE 8
FACING NORTH

NOT TO SCALE

ITEM 524-1-29 CONCRETE DITCH
PAVEMENT (REINFORCED) 4" THICK

1. CONSTRUCT CONCRETE DITCH PAVEMENT SUMP WITH 6.5' RADIUS IN LIEU OF HYDROEERING. CIRCUMFERENCE = $2 \pi r = 2(3.1416)(6.5) = 40.84$
2. OVERLUN CONCRETE DITCH PAVEMENT QUANTITY THROUGH PAY ITEM 524-1-29 AT \$38.00/SY. $\{ \pi(6.5)^2 - (5.83 \times 4.33) \} \div 9 = 11.94 \text{ SY} + 2' \times 40.84 \div 9 = 21 \text{ SY} \times \38
ADDITIONAL QTY = $\{ \pi(6.5)^2 - (5.83 \times 4.33) \} \div 9$
TOE WALL = \$798.59
3. SOD SLOPES AROUND THE SUMP FOR IMMEDIATE EROSION CONTROL.

1/6

Edwin Alagano

From: Collock, Albert [ACollock@seminolecountyfl.gov]
Sent: Friday, August 21, 2009 7:47 AM
To: Edwin Alagano
Subject: FW: Midway Structures 8 and 20 sketches

From: Robert Gaylord [mailto:rbg@saiengineers.com]
Sent: Wednesday, August 19, 2009 10:54 AM
To: Walter, Robert
Cc: Collock, Albert; 'Kent Boulicault'; 'Lisa Barfield'; 'Mark Troilo'
Subject: RE: Midway Structures 8 and 20 sketches

Bob,

See below for my response.

Thanks,
Robert

From: Walter, Robert [mailto:RWalter@seminolecountyfl.gov]
Sent: Wednesday, August 19, 2009 8:34 AM
To: Robert Gaylord
Cc: Collock, Albert
Subject: FW: Midway Structures 8 and 20 sketches

Robert, Please review the attached sketches, and there are a couple of questions here;

- 1) For about \$500, wouldn't it be a good idea to add the concrete ditch pavement to Structure #8?

Yes, concrete is preferred.

- 2) On structure 20, is this your intent?

Yes, trying to prevent erosion at the intake of the weir.

Thanks and Have a Nice Day!!

Robert Walter, P.E., CFM
Seminole County Principal Engineer
520 W Lake Mary Blvd
Sanford Fl 32773
rwalter@seminolecountyfl.gov

Phone: 407-665-5753
Fax: 407-665-5788

From: Edwin Alagano [mailto:EAlagano@drmp.com]
Sent: Monday, August 17, 2009 10:04 AM
To: Collock, Albert

8/21/2009

CONCRETE DITCH PAVEMENT 2/3

Cc: Scott Stagg; Walter, Robert

Subject: Midway Structures 8 and 20 sketches

AI,

Please find attached sketches of our interpretation of Structures 8 & 4 since there are no details available.

We are also recommending placing sod in lieu of hydroseeding and concrete ditch pavement around structure 8.

Please advise if you are in agreement and if there is incorrect interpretation of the plans.

Edwin Alagano, P.E.

Sr. Project Engineer

ealagano@drmp.com



Dyer, Riddle, Mills & Precourt, Inc.

941 Lake Baldwin Lane

Orlando, FL 32814

P: 407-896-0594

Direct Dial: 407-362-1373

F: 407-896-4836

Cell: 407-580-7218

-****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****-

CONCRETE DITCH
PAVEMENT 3/3

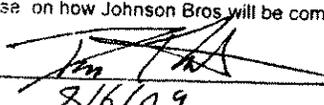
MOT
102-1
102-60
102-99

Johnson Bros
Midway Regional Stormwater Facility / 415 Embankment
Request For Information

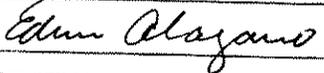
Project No.: Midway Regional Stormwater Facility	Project Engineer: DRMP	RECEIVED AUG 17 2009 DRMP C&E Field Office
Description: 415 MOT Bid Items	Res. Engineer: DRMP	
Contractor: Johnson Bros.		

To: Edwin Alagano	<input type="checkbox"/> Structural	<input type="checkbox"/> Roadway
From: Dean Reed	<input type="checkbox"/> Drainage	<input type="checkbox"/> Geotechnical
RFI #: 06	<input type="checkbox"/> Signing	<input type="checkbox"/> Pavement Markings
Date Req'd: ASAP	<input type="checkbox"/> Building	<input checked="" type="checkbox"/> Other

Request:
On the bid form for the 415 surcharge project the 3 line items for MOT are based on a 120 day work schedule. Our contract time is 274 days. Please advise on how Johnson Bros will be compensated for the additional days.

Signature: 
Date: 8/16/09

Response: The 3 MOT items 102-1 MOT LS/DA, 102-60 WORK ZONE SIGNS, & 102-99 CHANGEABLE VARIABLE MESSAGE SIGN WILL BE COMPENSATED USING THE 274 CONTRACT DAYS PLUS THE APPROVED TIME EXTENSION

Signature:  Date: 8/11/09

Copy	Attachments:
------	--------------

MOT 1/5

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Edwin Alagano

From: Edwin Alagano **Sent:** Tue 5/12/2009 10:44 AM
To: Scott Stagg
Cc:
Subject: FW: SR415 - Plan Quantity for MES & Changeable Message Sign
Attachments:  [Const Time1.xls\(53KB\)](#)

Scott, FYI. We will discuss this afternoon

Edwin Alagano, P.E.

Sr. Project Engineer

ealagano@drmp.com



Dyer, Riddle, Mills & Precourt, Inc.

941 Lake Baldwin Lane

Orlando, FL 32814

P: 407-896-0594

Direct Dial: 407-362-1373

F: 407-896-4836

Cell: 407-580-7218

From: Jerry C. Warren [<mailto:jcwarren@horizoncivil.com>]
Sent: Tuesday, May 12, 2009 10:17 AM
To: Edwin Alagano
Subject: RE: SR415 - Plan Quantity for MES & Changeable Message Sign

Edwin,

MOT 2/5

<http://66.162.30.129/exchange/EAlagano/Sent%20Items/FW:%20SR415%20-%20Plan%20...> 8/6/2009

Item 1. We concur that the quantity for MES should be 38 EA.

Item 2. The contract time we calculated was based on the placing the surcharge only. It did not include excavation of the pond and any other activities associated with the IFAS site. (see attached the Construction Time calculation sheet). Our calcs indicated 120 days + 14 days advance time for the signs which totals 134 days. Times 2 signs = 268 days. If the project duration is 274 days, then we would concur with your estimate of 548 ED.

Jerry C. Warren, P.E.

Horizon Engineering Group, Inc.

2500 Maitland Center Parkway, Suite 300

Maitland, FL 32751

Ph: 407.644.7755, ext. 103 Fax: 407.644.7855

jcwarren@horizoncivil.com

From: Edwin Alagano [mailto:EAlagano@drmp.com]
Sent: Wednesday, May 06, 2009 8:42 AM
To: Jerry C. Warren
Cc: Scott Stagg
Subject: SR415 - Plan Quantity for MES & Changeable Message Sign

Jerry,

Please clarify the quantity for the ff. items.

1. MES 24" Plan Qty = 19 EA which match Sheet no. 5. However on Sheet 12, the MES is labeled at both ends of the pipe, therefore the quantity should be $19 \times 2 = 38$ EA.
2. Changeable Message sign Plan Qty = 268 ED. The project duration is 274 days. There are two CMS installed, therefore the quantity should be $274 \times 2 = 548$ ED

MOT 3/5

CONTRACT TIME CALCULATION SHEET

ROAD
DATE
FDOT FINANCIAL PROJECT NO.
COUNTY

SR415 - Advanced Surcharge Plans
17-Dec-07
407355-6-58-01
Volusia

"Time Priority": State specific conditions and recommended number of calendar days or specific time period. Attach approval by the Deputy Assistant Secretary and supporting data explaining why project is a "Time Priority Project". Include method used to establish contract time.

"Normal": Use routine estimator below.

Work Involved on Project	Quantity	Units	Production Per Day	Comments	(Max)	Number of Working Days			
						Time Priority	Normal		
Clearing and Grubbing	14.9	AC	3		(20)		5		
Excavation / Embankment	263305	CY	See Chart	0			71		
Stabilizing	0	SY	6000		(10)		0		
Base Construction	0	SY	See Chart	0			0		
Surface Treatment	0	CY					0		
Concrete Sidewalk Removal	0	SY	2500				0		
Milling Existing Pavement	0	SY	8000		(5)		0		
Plant Mix	0	TN	See Chart				0		
Storm Sewer, etc... (300 L.F., Municipal)	0	LF	200				0		
Curb and Gutter	0	LF	600				0		
Barrier Wall (Permanent)		LF	200				0		
Sidewalk	0	SY	300				0		
Landscaping							0		
Grassing - Sod	62213	SY	1500		(5)		5		
Plants - 1 gal.	0	EA	400				0		
Plants - 3 gal.	0	EA	300				0		
Plants - Large	0	EA	30				0		
Temp Stripe w/ RPM's	0	N M	7				0		
Final RPM's	0	EA	500				0		
Final Striping- Thermoplastic	0	MT	6.7				0		
Lighting				Incidental to other work			0		
Signals	0			Incidental to other work			0		
Utilities							0		
Lift Stations	0	EA	12 weeks	Assume simultaneous start			0		
Watermains and Forcemains	0	LF	200				0		
Gravity Lines	0	LF	200				0		
SUB-TOTAL Work Days =====>							81		
factor									
SUB-TOTAL Work Days for Contract						81	WDX	1.48	Calendar Days =====>
							120		

Factors 1.48 <-- 5 Day Work Week + Holidays
1.29 <-- 6 Day Work Week + Holidays
1.00 <-- 7 Day Work Week No Holidays

MOT

4/5

Received by Ewa
5/12/09

CONTRACT TIME CALCULATION SHEET

ROAD
DATE
FDOT FINANCIAL PROJECT NO.
COUNTY

SR415 - Advanced Surcharge Plans
17-Dec-07
407355-6-58-01
Volusia

"Time Priority": State specific conditions and recommended number of calendar days or specific time period. Attach approval by the Deputy Assistant Secretary and supporting data explaining why project is a "Time Priority Project". Include method used to establish contract time.

"Normal": Use routine estimator below.

Quantity	Units	Production Per Day	Comments	(Max)	Number of Working Days	
					Time Priority	Normal
Utility Operations			See above		0	0
General Time (20 Calendar Days Normal)			Moving in, MOT, Erosion Control, preparation to commencing work, etc...		0	0
TOTAL ESTIMATED CALENDAR DAYS ==>					120	120

Special Acquisition Period allowed prior to charging of Contract Time -----> 0 Cal. Days LEAD TIME

Calculated By: Jerry C. Warren
Jerry C. Warren, P.E.

MOT 5/5

**ANALYSIS FOR THE 21 DAY TIME EXTENSION DAY REQUEST
FROM MAY 18, 2009 TO JUNE 7, 2009**

Thirty Years Monthly Average Total Rainfall: May 1961-1990 = 3.4"; June 1961-1990 = 6.5"

9/2/2009

Day	Date	SR 415		Rain	Midway		Accum. Rain	Add Day	Comments
		Contractor's Activity	Contractor's Activity		Contractor's Activity	Rain			
1	Mon 5/18/09	Haul fill, install cross drain pipe	Haul fill materials up to 11 AM only	5.5"11A M	Haul fill materials up to 11 AM only	3.5"11A M	6.10"	1	
2	Tue 5/19/09	Fixed damaged silt fence, turbidity barrier	No excav. No hauling, fix washouts Celery Ave. crossing	Rain 3.1"	No excav. No hauling, fix washouts Celery Ave. crossing	Rain 5"	9.2"	1	
3	Wed 5/20/09	Fixed damaged silt fence	No excav. No hauling, fix washouts Celery Ave. crossing, placed riprap	Rain 4"	No excav. No hauling, fix washouts Celery Ave. crossing, placed riprap	Rain 4"	13.2"	1	
4	Thu 5/21/09	Sideslope repair due to washed out	No excav. No hauling, fix washouts Celery Ave. & Water Street	Rain 0.5"	No excav. No hauling, fix washouts Celery Ave. & Water Street	Rain 0.5"	13.7"	1	
5	Fri 5/22/09	Sideslope repair due to washed out	No excav. No hauling, fix washouts Celery Ave.	Rain 0.7"	No excav. No hauling, fix washouts Celery Ave.	Rain 0.7"	14.4"	1	
6	Sat 5/23/09	No Work	No Work	0.1"	No Work	0.1"	14.5"		Holiday/Vacation
7	Sun 5/24/09	No Work	No Work	0.7"	No Work	0.7"	15.2"		
8	Mon 5/25/09	Memorial Holiday	Memorial Holiday	0.1"	Memorial Holiday	0.1"	15.3"		Holiday/Vacation
9	Tue 5/26/09	Sideslope repair due to washed out	No excavation, grade Pond 1 slope	0	No excavation, grade Pond 1 slope	0.4"	15.3"	1	Also impacted by 5/25/09
10	Wed 5/27/09	Sideslope repair, fix misaligned pipe	No excavation, grade Pond 1 slope	1.0"	No excavation, grade Pond 1 slope	1.1"	16.3"	1	No hauling due to rain
11	Thu 5/28/09	Sideslope repair, Cut HDPE pipe as Mitered End Section	No excavation, grade Pond 4 slope		No excavation, grade Pond 4 slope		16.3"	1	Impacted by 5/27 rain
12	Fri 5/29/09	Form MES slab, grade side for sod	No excavation, grade Pond 4 slope		No excavation, grade Pond 4 slope		16.3"	1	Impacted by 5/27 rain, too wet
13	Sat 5/30/09	Form MES slab, grade side for sod	Grade around pond 4		Grade around pond 4		16.3"	1	Impacted by 5/27 rain, too wet
14	Sun 5/31/09	No Work	No Work		No Work		16.3"		
JUNE									
15	Mon 6/1/09	Plowing compacting surcharge, MES	Stockpiling at Pond 4, dewater Pond 1, fix str. 16 slope, remove riprap		Stockpiling at Pond 4, dewater Pond 1, fix str. 16 slope, remove riprap		0"		
16	Tue 6/2/09	Compacting surcharge, MES, fix side slope	Excav, stockpile at Pond 4, Dewater Pond 1, Grade Celery Crossing		Excav, stockpile at Pond 4, Dewater Pond 1, Grade Celery Crossing		0"		
17	Wed 6/3/09	Haul & spread fill, dirt was wet, MES	Excav and haul from Pond 1	0"	Excav and haul from Pond 1	0.1"	0.1"		
18	Thu 6/4/09	Haul & spread fill, dirt was wet, MES, rain at 2:30 pm	Excav and haul from Pond 1	1.5"	Excav and haul from Pond 1	3.5"	3.6"		Late day rain
19	Fri 6/5/09	Compact fill, fix slope, MES	Sod Str 16 & 18, Dewater Pond 1		Sod Str 16 & 18, Dewater Pond 1		3.6"		No haul, impacted by 6/4 rain
20	Sat 6/6/09	Fix sideslope	Grade Pond 4, Excav Pond 1	0.3"	Grade Pond 4, Excav Pond 1	0.3"	3.9"		No hauling due to rain
21	Sun 6/7/09	No Work	No Work	0"	No Work	0.4"	4.3"		

Note: DRMP Inspection staff recorded the rain readings for both sites.

Total Recommended Days

10

**ANALYSIS FOR THE 30 DAY TIME EXTENSION REQUEST
FROM JUNE 8, 2009 TO JULY 24, 2009**

Thirty Years Monthly Average Total Rainfall: June 1961-1990 = 6.5"; July 1961-1990 = 6.2"

9/2/2009

Day	Date	SR 415		Midway		Accum. Rain	Add Day	Comments
		Contractor's Activity	Rain	Contractor's Activity	Rain			
1	Mon 6/8/09	Repair Slopes, push wet dirt	0.5"	Repair washouts	1.3"	5.6"		
2	Tue 6/9/09	Repair Slopes, push wet dirt, plow, dry	0"	Fill south of Pond 4, No hauling to 415 too wet	0.1"	5.7"		No hauling, impacted by 6/8/09 rain
3	Wed 6/10/09	Repair slopes, push wet dirt, dry		Repair slopes, no hauling		5.7"		
	Mon 6/15/09	Haul, no compaction too wet	0.65"	Excavate and haul	1"	7.0"	1	Did not spread dirt too wet
4	Tue 6/16/09	Clean up from 6/15 rain. Repair slopes, drying	0.5"	Repairs from 6/15 rain, heavy rain	1.90"	8.9"	1	No hauling, impacted by 6/15/09 1.0" rain
5	Wed 6/17/09	Repair slopes, push wet dirt, drying		Repairs from 6/16 heavy rain		8.9"	1	No haul, impacted by 6/16 rain
6	Thu 6/18/09	Repair slopes, push wet dirt, drying	1.2"	Repairs slopes, rain at 2:30pm	1.4"	10.3"	1	No hauling due to rain
7	Fri 6/19/09	Repair slopes, push wet dirt, drying		Repair slopes, fill south of Pond 4		10.3"	1	No haul, impacted by 6/18 rain
8	Sat 6/20/09	Repair slopes, push wet dirt, drying		Repair slopes		10.3"	1	No haul, impacted by 6/19 rain
9	Mon 6/22/09	Repair Slopes, push wet dirt, plow		Stockpile, fill at Pond 4		10.3"	1	No hauling due to wet dirt
10	Wed 6/24/09	Repair Slopes, push wet dirt, plow		Repair slopes		10.3"	1	No hauling due to wet dirt
11	Fri 6/26/09	Reworking slopes, hauling but stopped at 11 am due to rain	0.1"	Tried to haul and stopped at 11 am, too wet at 415	0.1"	10.4"	1	Stop hauling due to rain and wet surcharge
12	Sat 6/27/09	Rain, Plowing	0.1"	Stockpiling	0.1"	10.5"	1	No hauling due to rain
13	Mon 6/29/09	Repairs, Rework, note weekend heavy rain	0.2"	Fill south of Pond 4	0.2"	10.7"	1	No hauling due to rain
14	Tue 6/30/09	Tried to haul, stopped at 11am due to rain	1.85" 11am	Tried to haul but quit at 11am due to rain	1"	11.7"	1	Stop hauling due to rain
JULY								
15	Wed 7/1/09	Repair slopes, push wet dirt, drying		No hauling due to heavy rain on 6/30		0"		No haul, impacted by 6/30/09 rain
16	Thu 7/2/09	Rework, push, plowing wet dirt		stockpiling, slope work		0"		No haul, impacted by 6/30/09 rain
17	Fri 7/3/09	Work delayed due to fuel theft		No work		0"		
18	Tue 7/7/09	Haul, rain at 12:15PM	0.1"	Hauling stopped at 12:15 due to rain	0.3"	0.3"		Stop hauling due to rain
19	Thu 7/9/09	Haul stopped at 9:30AM due to rain	0.1"	Hauling stopped at 9:30am due to rain	0.3"	0.6"		Stop hauling due to rain
20	Mon 7/13/09	Pushing, drying for weekend rain		Stockpiling, no hauling, wet surcharge		1.1"		
21	Tue 7/14/09	Pushing wet dirt, rain @ 12:40pm	0.5"	No hauling, stockpiling, rain at 2:45pm	1.50"	3.6"		No hauling due to rain
22	Wed 7/15/09	Pushing wet dirt, repair slopes	0.85"	Repair washouts, stockpile, no hauling	1.3"	4.9"		No hauling due to rain
23	Thu 7/16/09	Pushing wet dirt, no hauling too wet		Repair washouts, no hauling		4.9"		No hauling due to rain
24	Fri 7/17/09	Pushing wet dirt		Repair washouts, no hauling, Too wet		4.9"		No haul, impacted by 7/15/09 rain
25	Sat 7/18/09	No Work		No Work		4.9"		Wet ground. No hauling
26	Mon 7/20/09	Work cancelled, too wet, early rain	0.1"	Work Cancelled, early morning rain	0.1"	5.2"		No hauling, impacted by 0.2" rain on 7/19, ground too wet
27	Tue 7/21/09	Pushing wet dirt		Repair washouts, no hauling, Too wet		5.2"		
28	Wed 7/22/09	Pushing, plowing		Repair washouts, no hauling, Too wet		5.2"		
29	Thu 7/23/09	Tried to haul, trucks get stuck		Hauled until 11:45am too wet @ 415		5.2"		Stop hauling due to wet grounds
30	Fri 7/24/09	Pushing wet dit, plowing	0.65"	Repair washouts, stockpile	0"	5.2"		No hauling due to rain, too wet

Note: DRMP Inspection staff recorded the rain readings for both sites.

Total Recommended Days

12

**ANALYSIS FOR THE 16 DAY TIME EXTENSION REQUEST
FROM JULY 25, 2009 TO AUG. 25, 2009**

Thirty Years Monthly Average Total Rainfall: July 1961-1990 = 6.2"; August 1961-1990 = 7.1"

9/2/2009

Day	Date	SR 415		Weather	Midway		Accum. Rain	Add Day	Comments
		Contractor's Activity	Contractor's Activity		Contractor's Activity	Weather			
1	Tue	7/28/09	Hauling wet dirt	0.1"	Excavation and hauling, light rain pm	0.7"	7.4"		
2	Wed	7/29/09	Hauling wet dirt, no compaction	0.4"	Excavation and hauling	1"	8.4"	1	No compaction, dirt too wet
3	Thu	7/30/09	Hauling, aerating, compacting surcharge		Hauling but rain at 3pm	0.4"	8.8"		
AUGUST									
4	Sat	8/1/09	No hauling, aerating, compacting surcharge		Excav, stockpile at Pond 1		0"		
5	Wed	8/5/09	No hauling, aerating, compacting surcharge, remove asphalt pavement	1"	Excavate and Stockpile at Pond 1, Rain at 3PM	0.1"	1.1"		No hauling due to rain.
6	Thu	8/6/09	No hauling, aerating, compacting surcharge, remove asphalt pavement	0.4"	No rain due to rain previous night	0.4"	1.5"		No hauling, Impacted by 8/5 rain
7	Fri	8/7/09	No hauling, aerating, compacting surcharge	0.45"	Excavate and Stockpile at Pond 1	0"	1.95"		Also impacted by 8/6 rain
8	Sat	8/8/09	No hauling, aerating, compacting surcharge		Fixed slopes at Pond 1		1.95"		No hauling, impacted by 8/7 rain, too wet
9	Wed	8/12/09	hauling wet dirt, sodding	1.3"	Haul from Pond 2, late rain	0.1"	2.25"		
10	Thu	8/13/09	hauling wet dirt, sodding	0.3"	Hauling, rain after work	0.5"night	2.55"		
11	Fri	8/14/09	No hauling, sodding, aerating, compacting surcharge	0.6"	No Hauling, shut down	0.5"	3.15"		No hauling due to rain
12	Sat	8/15/09	No hauling, sodding, aerating, compacting surcharge	0.5"	No Work	0.6"	3.65"		No hauling due to rain
13	Tue	8/18/09	Side slope, aerating to dry surcharge, no hauling	0.1"	Grade around pond 4	0.1" 1.45pm	4.0"		No hauling due 8/17 rain
14	Thu	8/20/09	Side slope, aerating to dry surcharge, no hauling	0.3"	No hauling, place riprap at weir	0.3"	4.65"		No hauling due to rain
15	Mon	8/24/09	Side slope, sod, aerating	0"	No hauling, place riprap at weir	0.2"	5.25"		No hauling, Impacted by 1" rain on 8/23
16	Tue	8/25/09	Side slope, sod, aerating		No hauling, place riprap at weir		5.25"		

Total Recommended Days 1

Grand Total Recommended Days 23

Note: DRMP Inspection staff recorded the rain readings for both sites.

SANFORD EXPRMNT STN, SEMINOLE COUNTY, FLORIDA USA

Weather station **SANFORD EXPRMNT STN, SEMINOLE COUNTY** is at about 28.80°N 81.23°W.
Height about 4m / 13 feet above sea level.

Average Rainfall

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
mm	68.8	83.0	88.3	56.3	85.3	164.0	157.9	181.6	150.8	78.2	64.0	60.9	1239.7
inches	2.7	3.3	3.5	2.2	3.4	6.5	6.2	7.1	5.9	3.1	2.5	2.4	48.8

Source: SANFORD EXPRMNT STN, SEMINOLE COUNTY data derived from NCDC TD 9641 Clim 81 1961-1990 Normals. 30 years between 1961 and 1990

Map of the area around SANFORD EXPRMNT STN, SEMINOLE COUNTY from tiger.census.gov.
Locations outside the continental US are not mapped.

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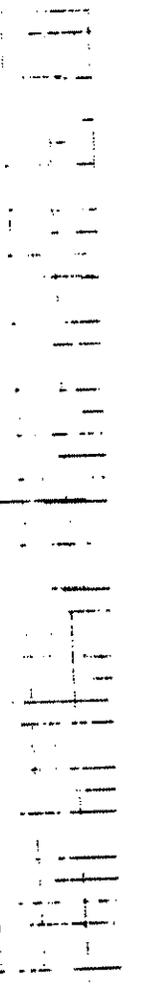
DRMP RAINFALL MIDWAY 1/2

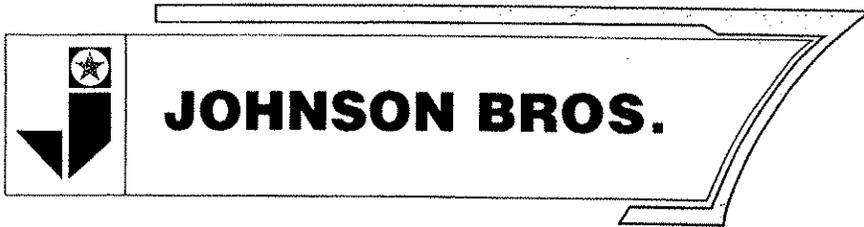
RAIN LOG	TOTAL	ACCU	SIC 415 TOTAL	ACCU
May 09 (cont.)				
5-24-09	0.70"	15.10"	0.70"	15.20"
5-25-09	0.10"	15.20"	0.70"	15.30"
5-26-09	0.40"	15.60"	0.70"	15.30"
5-27-09	1.10"	16.70"	1.0"	16.30"
JUNE 09				
6-3-09	0.10"	0.10"	0.70"	0
6-4-09	3.50"	3.60"	1.50"	1.5"
6-6-09	0.30"	3.90"	0.30"	1.8
6-7-09	0.40"	4.30"	0.70"	1.8
6-8-09	1.30"	5.60"	0.50"	2.30
6-9-09	0.10"	5.70"	0.70"	2.30"
6-14-09	0.30"	6.0"	0.30"	2.60"
6-15-09	1.0"	7.0"	0.65"	3.25"
6-16-09	1.9"	8.9"	0.50"	3.75"
6-18-09	1.4"	10.3"	1.2"	4.95"
6-26-09	0.10"	10.4"	0.10"	5.05
6-27-09	0.10"	10.5"	0.10"	5.15
6-29-09	0.20"	10.7"	0.20"	5.35"
6-30-09	1.0"	11.7"	1.85"	7.20"
JULY 09				
7-7-09	0.30"	0.30"	0.10"	0.10"
7-8-09	0.30"	0.60"	0.10"	0.20"
7-9-09	0.20"	0.80"	0.10"	0.30"
7-10-09	0.80"	0.80"	0.65"	0.95"

DATE	ACCU	INCHES	ACCU	INCHES
1-7-09	0.10"	0.10"	0.10"	0.10"
1-13-09	0.25"	0.15"	0.25"	0.15"
1-29-09	1.85"	1.60"	1.85"	1.60"
TOTAL JAN	1.85"	1.85"	1.85"	1.85"
FEBRUARY 09				
2-2-09	0.5"	0.50"	0.5"	0.50"
Feb Total	0.5"	0.5"	0.5"	0.5"
MARCH 09				
3-23-09	0.2"	0.20"	0.2"	0.20"
3-29-09	0.5"	0.30"	0.5"	0.30"
3-31-09	0.75"	0.25"	0.75"	0.25"
March Total	0.75"	0.75"	0.75"	0.75"
APRIL 09				
4-1-09	0.50"	0.50"	0.50"	0.50"
4-6-09	0.70"	0.20"	0.70"	0.20"
4-14-09	1.20"	0.50"	1.20"	0.50"
4-20-09	1.30"	0.10"	1.30"	0.10"
April Total	1.3"	1.3"	1.3"	1.3"
MAY 09				
5-11-09	0.25"	0.25"	0.25"	0.25"
5-12-09	0.35"	0.10"	0.35"	0.10"
5-17-09	0.60"	0.25"	0.60"	0.25"
5-18-09	4.10 *	3.5"	4.10 *	3.5"
5-19-09	9.10	5.0"	9.10	5.0"
5-20-09	13.10	4.0"	13.10	4.0"
5-21-09	13.60	0.50"	13.60	0.50"
5-22-09	14.40	0.70"	14.40	0.70"
5-23-09	14.50	0.10"	14.50	0.10"

Date	MIDWAY	ACCUA	SR 415	ACCUA 0.95"	Avg 09	WENT	MIDWAY ACCUM	SR 415	ACCUA
7-12-09	0.30	1.10	0.50	0.95"			0.10"	0.10"	1.10
7-14-09	1.50	3.60	0.85	1.45	8-26-09		0.10"	0.10"	3.60
7-15-09	1.30	4.90	0.20	2.30	8-31-09		0.10"	0.25	4.90
7-19-09	0.20	5.10	0.20	2.50			0.10"	0.60	5.10
7-20-09	0.10	5.20	0.10	2.60			0.10"	0.60	5.20
7-24-09	0	5.20	0.65	3.25	Sept 09		0.10"	0.60	5.20
7-25-09	0.10	5.30	0	3.25	9-1-09		0.10"	0.60	5.30
7-26-09	1.30	6.60*	0.70	3.95			0.10"	0.60	6.60*
7-27-09	0.10	6.70	0	3.95			0.10"	0.60	6.70
7-28-09	0.70	7.40	0.10	4.05			0.10"	0.60	7.40
7-29-09	1.0	8.40	0.40	4.45			0.10"	0.60	8.40
7-30-09	0.40	8.80	0	4.45			0.10"	0.60	8.80
Aug 09									
8-3-09	0.10	0.1	0.10	0.1			0.10"	0.10	0.1
8-4-09	0.10	0.2	0	0.1			0.10"	0.10	0.2
8-5-09	0.10	0.3	1.0	1.1			0.10"	0.10	0.3
8-6-09	0.10	0.7	0.40	1.5			0.10"	0.10	0.7
8-7-09	0	0.7	0.45	1.95			0.10"	0.10	0.7
8-12-09	0.10	0.8	1.3	2.25			0.10"	0.10	0.8
8-13-09	0.50	1.3	0.30	2.55			0.10"	0.10	1.3
8-14-09	0.50	1.8	0.60	3.15			0.10"	0.10	1.8
8-15-09	0.60	2.4	0.50	3.65			0.10"	0.10	2.4
8-17-09	0.20	2.6	0.25	3.90			0.10"	0.10	2.6
8-18-09	0.10	2.7	0.10	4.00			0.10"	0.10	2.7
8-19-09	0.10	2.8	0.35	4.35			0.10"	0.10	2.8
8-20-09	0.30	3.1	0.30	4.65			0.10"	0.10	3.1
8-23-09	1.0	4.1	0.60	5.25			0.10"	0.10	4.1
8-24-09	0.20	4.3	0	5.25			0.10"	0.10	4.3

DRMP RAINFALL LOG 2/2





June 11th, 2009

Edwin Alagano, P.E.
DMRP
941 Lake Baldwin Lane
Orlando, FL 32814

Subject: Time Extension for Storm Damage on Midway /SR 415 Surcharge
Project No. CC-3519-08/JVP

Dear Mr. Alagano:

Johnson Bros. is requesting a contract time extension of 21 calendar days due to the 22 inches of rain that fell onsite the week of May 18th 2009. The storm event ceased all work activities for 1 week and the cleanup from the rain event took a total of 2 weeks.

Please let me know if you have any questions or need any additional information.

Sincerely,
JOHNSON BROS.

Dean Reed
Project Manager

File: JBC 2638-008

Period Requested May 18 to June 7, 2009

RECEIVED

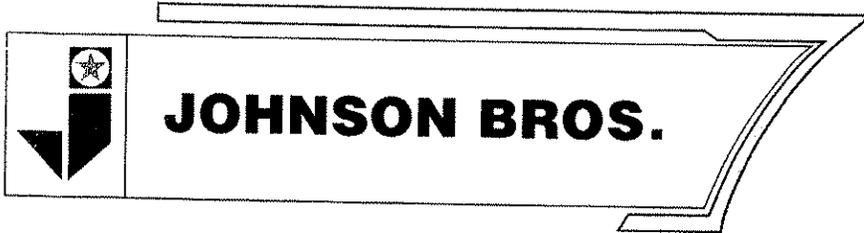
JUN 11 2009

DMRP CEI Field Office

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P.O. Box 588
Lithia, FL 33547

Phone: 813-685-5101
Fax: 813-685-5939
www.johnson-bros.com



RECEIVED
AUG 11 2009
DMRP OFFICE

August 6th, 2009

Edwin Alagano, P.E.
DMRP
941 Lake Baldwin Lane
Orlando, FL 32814

Subject: Time Extension for Midway /SR 415 Surcharge
Project No. CC-3519-08/JVP

Dear Mr. Alagano:

Johnson Bros. is requesting a contract time extension of 30 calendar days due to the following rain days: June 16th, 17th, 19th, 26th, 30th and July 1st, 7th, 9th, 13th, 14th, 15th, and 20th. On the following days we were not rained out but were unable to haul due to repair work from rain: June 8th, 9th, 10th, 18th, 20th, 22nd, 24th, 27th, 29th, and July 2nd, 3rd, 16th, 17th, 18th, 21st, 22nd, 23rd, and 24th. This brings our total time extension request through the end of July to 51 calendar days. Please see attached rain report back up information.

Please let me know if you have any questions or need any additional information.

Sincerely,
JOHNSON BROS.

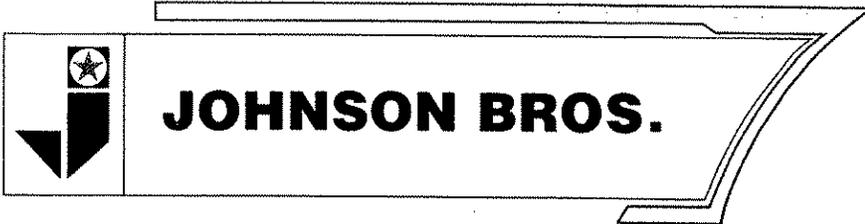
Dean Reed
Project Manager

File: JBC 2638-009R

Period requested: June 8 to July 24, 2009

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5476 Lithia Pinecrest Rd. P.O. Box 588 Lithia, FL 33547	Phone: 813-685-5101 Fax: 813-685-5939 www.johnson-bros.com
---	--



August 26th, 2009

Edwin Alagano, P.E.
DMRP
941 Lake Baldwin Lane
Orlando, FL 32814

Subject: Time Extension for Midway /SR 415 Surcharge
Project No. CC-3519-08/JVP

Dear Mr. Alagano:

Johnson Bros. is requesting a contract time extension of 16 calendar days due to the following rain days: July 28th, 29th and 30th; August 5th, 6th, 12th, 13th, 14th, 15th, and 20th. On the following days we were not rained out but were unable to haul due to repair work from rain: August 1st, 7th, 8th, 18th, 24th, and 25th. This brings our total time extension request through the end of August 25th 2009 to 67 calendar days.

Please let me know if you have any questions or need any additional information.

Sincerely,
JOHNSON BROS.

Dean Reed
Project Manager

Period requested: July 25, to Aug. 25, 2009

File: JBC 2638-0010

RECEIVED

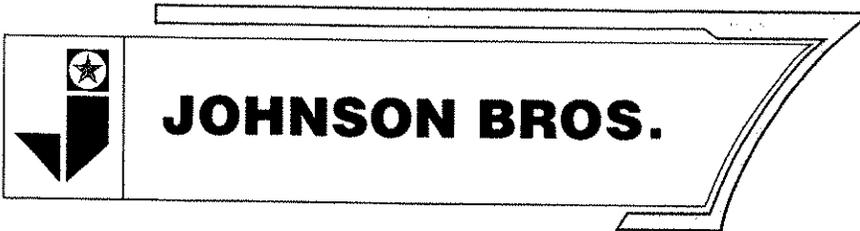
AUG 27 2009

DMRP CEI Field Office

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RECEIVED

SEP 10 2009

DRMP CEI Field Office

September 10, 2009

Edwin Alagano, P.E.
DMRP
941 Lake Baldwin Lane
Orlando, FL 32814

Subject: Vacation Time Extension Request
Project No. CC-3519-08/JVP

Dear Mr. Alagano:

Johnson Bros. is requesting 10 vacation days added to the contract time for the following holiday weekends: Memorial Day – May 23, 24 and 25, Independence Day – July 3, 4 and 5, and Labor Day September 4, 5, 6 and 7.

Please let me know if you have any questions or need any additional information.

Sincerely,
JOHNSON BROS.

Dean Reed
Project Manager

File: JBC 2638-0012

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Ryan Rodriguez, 10, navigates his canoe along Pine Trail in Ormond Beach last week. The unusual cold front that pushed into Central Florida and stalled a couple of weeks ago dumped record rainfalls that have quenched fears of wildfires.

FRIDAY

RAINS FLOOD RECORD BOOKS

By Rebecca Beitsch and Kevin Spear | SENTINEL STAFF WRITERS

How wet it's been

No one saw this drought-buster coming: a record-heavy rain soaking a record-dry Florida.

After an especially parched spring that drained streams and wilted lawns across the state's peninsula, as much as 1 to 2 feet of rain this month flooded yards in Orlando and entire neighborhoods in Volusia and Flagler counties. Already in some places, including Orlando, Daytona Beach, Kissimmee and Sanford, the May totals are a record.

"You were right at the end of your dry season, and boom," said David Miskus, senior meteorologist at the Climate Prediction Center in Maryland.

"It wasn't a tropical storm but a weird May storm that brought all the rain," said David Zierden, Florida's state climatologist in Tallahassee.

Zierden said May traditionally is one of Florida's most stable

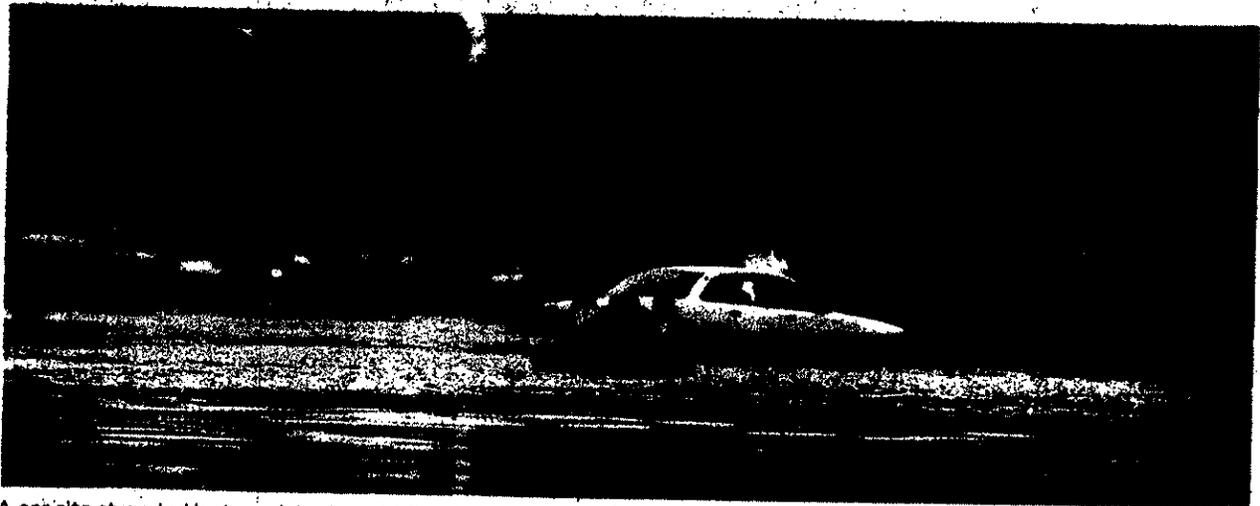
City	May avg.	May '09
Orlando	3.1	14.3*
Daytona	2.7	22.2*
Melbourne	5.1	18.0*
Sanford	3.5	16.8*
Kissimmee	3.2	15.0*

Amounts measured in inches

* Record

SOURCE: National Weather Service

PLEASE SEE RAINS, B4



A car sits stranded last week in the middle of Fleming Avenue in Ormond Beach, where volunteer observers reported rainfall totaling nearly 30 inches this month. President Barack Obama declared a state of emergency in Volusia County.

RAINS

FROM PAGE B1

months for weather. Winter storms rarely stray into the state, and the tropical storms of warmer months aren't yet much of a bother.

But nearly two weeks ago, a late-season cold front changed

thunderstorms through this week.

By late Thursday, Orlando had been drenched with a record 14.3 inches this month, according to a National Weather Service rain gauge at Orlando International Airport. That blitzed Orlando's previous mark for May: 10.4 inches in 1976.

The National Weather Service has more than 150 years of precipitation data for Orlando, Daytona Beach and other parts of Central Florida.

But records for many Volusia County communities extend back only a few years, so new official marks for May weren't hard to set.

weather conditions in Florida had been shaping up to give the state a rough wildfire season. Instead, wetlands, streams and lakes are fast filling up as a result of what looks to be a stunningly swift end of a drought.

"Who would have expected there would be weeks of so much rain?" Fuchs said. "You really

MEMORANDUM - GOVERNOR'S EXECUTIVE ORDER NUMBER 09-126 - DECLARATION OF STATE OF EMERGENCY

May 22, 2009

Contact:

ERIN ISAAC
(850) 488-5394

Memorandum

DATE: May 22, 2009

TO: Interested Media

FROM: Erin Isaac, Governor's Communications Director

RE: Governor's Executive Order Number 09-126 - State of Emergency

Please see the attached Executive Order 09-126, regarding the declaration of a State of Emergency in Brevard, Clay, Duval, Flagler, Lake, Nassau, Orange, Putnam, Seminole, St. Johns and Volusia counties due to severe weather and flooding. As directed by Governor Charlie Crist, Division of Emergency Management Interim Director Ruben Almaguer is currently in Volusia County where he is working with local emergency-management crews to review damages to homes, property and public facilities. Governor Crist has also spoken with FEMA Administrator Craig Fugate regarding the flooding.

If you have any questions or need additional information, please call Governor Crist's press office at (850) 488-5394.

Executive Order 09-126

<http://www.flgov.com/pdfs/orders/09-126-emergency.pdf>

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 09-126 (Emergency Management - Severe Weather)

WHEREAS, beginning on May 17, a complex storm system has circulated off of the eastern coastline producing torrential downpours, gusty winds, thunderstorms, lightning and tornadic activity; and

WHEREAS, over the past five days, rainfall totals across Duval, Flagler, Putnam, Seminole, St. Johns and Volusia counties have ranged from 10-20 inches (portions of Flagler County have received in excess of 20 inches); and

WHEREAS, a total of 8.36 inches of rain has fallen on Orlando in the month of May, and could easily surpass the record of 10.36 inches in 1976 if rains do not abate; and

MEMORANDUM: DISASTER DECLARATION IN VOLUSIA COUNTY

~ ~ Statement by GOVERNOR CHARLIE CRIST Regarding Volusia County Disaster Declaration ~ ~
~ ~ May 27, 2009

Contact:

GOVERNOR'S PRESS OFFICE
(850) 488-5394

MEMORANDUM

TO: Interested Media
FROM: Erin Isaac, Governor's Communications Director
RE: Disaster Declaration in Volusia County

Please see the attached declaration received by Governor Charlie Crist today from the Federal Emergency Management Agency regarding a disaster declaration in Volusia County due to severe storms, flooding, tornadoes and straight-line winds. As a result, residents of Volusia County will qualify for individual

assistance. Damage assessments are ongoing in multiple counties and further requests to add additional counties will likely be made in the future.

Governor Crist also released following statement:

Statement by GOVERNOR CHARLIE CRIST Regarding Volusia County Disaster Declaration

“On behalf of the residents and homeowners of Volusia County, I am grateful to FEMA for declaring a disaster due to recent flooding, and for the individual assistance that will now come to our people and help them recover and return their lives to normal.”

If you have any questions or need additional information, please call Governor Crist’s press office at (850) 488-5394.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Assignment of IFB-3114-05/LJS -Term Contract of Medical Waste Disposal Services for Public Safety Department, from Bio-Tech Medical Waste Transfer, Inc. to Stericycle, Inc.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Lisa Spillman

EXT: 7118

MOTION/RECOMMENDATION:

Approve Assignment of IFB-3114-05/LJS - Term Contract of Medical Waste Disposal Services for Public Safety Department, from Bio-Tech Medical Waste Transfer, Inc. to Stericycle, Inc.

County-wide

Ray Hooper

BACKGROUND:

IFB-3114-05/LJS provides for the collection and disposal of medical waste from Seminole County Fire Stations. On July 21, 2009 Stericycle, Inc. acquired substantially all of the assets of Bio-Tech Medical Waste Transfer, Inc. Stericycle agrees to honor all of the terms and conditions of the contract with Seminole County as currently established.

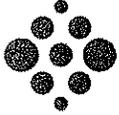
STAFF RECOMMENDATION:

Staff recommends that the Board approve Assignment of IFB-3114-05/LJS - Term Contract of Medical Waste Disposal Services for Public Safety Department, from Bio-Tech Medical Waste Transfer, Inc. to Stericycle, Inc.

ATTACHMENTS:

1. Stericycle Letter
2. Assignment

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Ann Colby)</p>



Stericycle[®]
Protecting People. Reducing Risk.™

August 25, 2009

(By E-Mail to Militello@fdva.state.fl.us)

Alexander "Sandy" Nininger State Veterans' Nursing Home
c/o Mr. Larry Militello
8401 West Cypress Drive
Pembroke Pines, FL 33025

*Re: Assignment of Biomedical Waste Disposal Contract Between Nininger State Veterans'
Nursing Home and Biotechnology Medical Waste Transfers, Inc. to Stericycle, Inc.*

Dear Mr. Militello:

As you know, Biotechnology Medical Waste Transfers, Inc., a Florida corporation ("Biotech"), provides biomedical waste collection services under the terms of its contract with the Florida Department of Veterans Affairs (Alexander Nininger State Veterans' Nursing Home) (the "Contract"). On July 21, 2009, Stericycle, Inc., a Delaware corporation ("Stericycle"), acquired substantially all of the assets of Biotech used in its medical waste disposal business. Subject to your approval, Stericycle looks forward to continuing to provide services under the Contract. Stericycle agrees to honor all of the terms and conditions of the Contract. If you would like to make changes to any of these terms, Stericycle is happy to discuss this with you.

Should you require additional information related to Stericycle, please do not hesitate to contact me at the number below or by e-mail at JBowman@Stericycle.com. For your information, all of Stericycle's publicly filed disclosure documents are available on the Securities and Exchange Commission's website at www.sec.gov.

Should you wish to speak to someone at Stericycle in connection with any specific contract concerns, please contact:

Dietrah Weber, Government Specialist
Stericycle, Inc.
2333 Waukegan Road, Suite 200
Bannockburn, IL 60015
847-943-6744 phone
866-529-6092 fax
dweber@stericycle.com

Thank you for your assistance in this matter.

Sincerely,

Jennifer Bowman
Vice President Integration
Stericycle, Inc.

Stericycle, Inc.

28161 North Keith Drive • Lake Forest, IL 60045 • Phone: 847.367.5910 • Fax: 847.367.9462 • www.stericycle.com

ASSIGNMENT OF TERM CONTRACT FOR MEDICAL WASTE DISPOSAL SERVICES FOR
PUBLIC SAFETY DEPARTMENT (IFB-3114-05/LJS)

THIS ASSIGNMENT is made and entered into this _____ day of _____, 20___, by and between BIO-TECH MEDICAL WASTE TRANSFER, INC., whose address is 2910 Dusa Drive, Melbourne, Florida 32934, hereinafter called "ASSIGNOR", STERICYCLE, INC., whose address is 28161 North Keith Drive, Lake Forest, Illinois 60045, hereinafter called "ASSIGNEE", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H :

WHEREAS, COUNTY and ASSIGNOR entered into a Term Contract for Medical Waste disposal Services for the Public Safety Department (IFB-3114-05/LJS) on July 1, 2005, as amended on July 17, 2009, whereby ASSIGNOR agreed to provide COUNTY with medical waste disposal services on a continuing basis; and

WHEREAS, ASSIGNOR, as of July 21, 2009, was substantially acquired by the ASSIGNEE; and

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

WHEREAS, Section 14 of the Term Contract entered into between COUNTY and ASSIGNOR on July 1, 2005, as amended on July 17, 2009, requires that the Agreement not be assigned by the parties without prior written consent of the other party, and in such cases, only by a document of equal dignity therewith; and

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

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

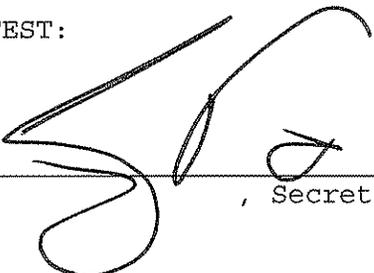
(1) ASSIGNOR assigns all of its rights in that certain Term Contract with the COUNTY, dated July 1, 2005, as amended on July 17, 2009, for medical waste disposal services (IFB-3114-05/LJS) to ASSIGNEE, effective immediately.

(2) ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Term Contract dated July 1, 2005, as amended on July 17, 2009, to be performed on the part of ASSIGNOR, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Term Contract, effective immediately.

(3) COUNTY hereby consents to the foregoing assignments between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Term Contract dated July 1, 2005, as amended on July 17, 2009.

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

ATTEST:



, Secretary

(CORPORATE SEAL)

BIO-TECH MEDICAL WASTE
TRANSFER, INC.

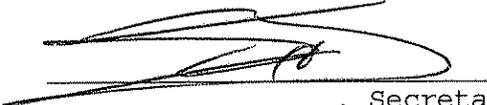
By:  PRES.

BEAU MILO, President

Date: 9/8/09

ATTEST:

STERICYCLE, INC.


_____, Secretary

By: 

MARK C. MILLER, Chairman

(CORPORATE SEAL)

Date: 9-21-09

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
AEC/lpk
9/1/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\IFB-3114 assign.doc:jr

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Termination for Convenience: Two (2) Contractors under CC-2183-07/VFT - Mailand Holdings, LLP d/b/a Maze and Vision IV Construction, Inc.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor

EXT: 7122

MOTION/RECOMMENDATION:

Approve Termination for Convenience of two (2) Contractors under CC-2183-07/VFT – SHIP Affordable Housing New Construction/Reconstruction (Mailand Holdings, LLP d/b/a Maze Homes of Melbourne, Florida and Vision IV Construction, Inc. of Orlando, Florida), and authorize staff to issue final notice of termination.

County-wide

Ray Hooper

BACKGROUND:

CC-2183-07/VFT provides for all labor, materials, equipment, coordination and incidentals necessary for new home construction/reconstruction at various locations, on an as-needed basis throughout Seminole County. This project was publicly advertised, bids were received and subsequently on October 9, 2007, the Seminole County Board of County Commissioners approved the award of these Master Agreements to a total of five (5) Contractors, which included Mailand Holdings, LLP d/b/a Maze Homes and Vision IV Construction, Inc.

There have been six (6) Work Orders completed under these Master Agreements as of this date. The County's standard process is to conduct a low-bid process for Work Order issuance, which includes Contractor participation in a mandatory pre-bid conference. On July 23, 2009, the County received a letter from Vision IV Construction, Inc. requesting to withdraw from their Master Agreement. In addition, there has been a lack of responsiveness from Mailand Holdings, LLP d/b/a Maze Homes to any correspondence or request for quotes under the Work Order process. Neither of these two (2) Contractors had submitted bids for any of the six (6) Work Orders that have been completed under these Master Agreements. Both Contractors have been provided letters notifying them of the County's intent to terminate their Master Agreements for convenience. The backup documentation includes copies of their Master Agreements (excluding exhibits), notification letters, and the request for withdrawal letter from Vision IV Construction, Inc.

Pursuant to Section 12(a) of these executed Master Agreements, the County is terminating two (2) of the five (5) awarded Contractors (Mailand Holdings, LLP d/b/a Maze Homes of Melbourne, Florida and Vision IV Construction, Inc. of Orlando, Florida) for convenience.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Termination for Convenience of two (2) Contractors under CC-2183-07/VFT – SHIP Affordable Housing New Construction/Reconstruction (Mailand Holdings, LLP d/b/a Maze Homes of Melbourne, Florida and Vision IV Construction, Inc. of Orlando, Florida), and authorize staff to issue final notice of termination.

ATTACHMENTS:

1. CC-2183-07_VFT - Backup Documentation (Mailand Holdings - Maze Homes)
2. CC-2183-07_VFT - Backup Documentation (Vision IV Construction, Inc.)

Additionally Reviewed By:

County Attorney Review (Ann Colby)



ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING AND CONTRACTS DIVISION

October 2, 2009

Certified Mail # 7008 1830 0001 3778 1699

Mailand Holdings, LLP d/b/a Maze Homes
Attn: James L. Mayes, President
2715 N. Harbour City Blvd
Melbourne, FL 32935

Subject: CC-2183-07/VFT – SHIP Affordable Housing Construction/Reconstruction

Dear Mr. Mayes:

The above referenced project provides for all labor, materials, equipment, coordination and incidentals necessary for new home construction/reconstruction at various locations, on an as-needed basis at various locations throughout Seminole County. This project was publicly advertised, bids were received and subsequently on October 9, 2007, the Seminole County Board of County Commissioners approved this Master Agreement to your firm, Mailand Holdings, LLP d/b/a Maze Homes.

There have been six (6) work orders completed under this Master Agreement as of this date. The County's standard process is to conduct a low-bid process which includes Contractor participation in a mandatory pre-bid conference. In addition, your firm did not complete the first Amendment under this Agreement which adjusted the insurance levels and expiration dates. There has also been other correspondence that has been unanswered as well (emails and phone calls). Due to the non-responsiveness of your firm (i.e. lack of attendance at pre-bid conferences and responses to request for quotes), the County is notifying your firm of the decision to terminate your Master Agreement for convenience pursuant to Section 12. Termination.

This termination notice will be presented to the Board of County Commissioners on October 27, 2009. Please notify me immediately upon receipt of this letter of any issues, concerns or questions.

Sincerely,

Vagillia F. Taylor, MS, CPPB
Sr. Procurement Analyst

cc: Project Manager
Project File

**CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM AND
OTHER FEDERAL AND STATE REVENUE FUNDING AFFORDABLE HOUSING
NEW CONSTRUCTION AND RECONSTRUCTION PROJECTS
(CC-2183-07)**

THIS AGREEMENT is made and entered into this 26 day of December, 2007, by and between **MAILAND HOLDINGS, LLP d/b/a MAZE HOMES**, duly authorized to conduct business in the State of Florida, whose address is 2715 North Harbor City Boulevard, Melbourne, Florida 32935, 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 professional new construction and reconstruction services of a competent and qualified CONTRACTOR to provide for federal and state funded affordable housing projects in Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to furnish contractor services 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 CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish labor, materials, equipment, transportation, coordination, and incidentals necessary to perform those tasks generally described as, but not limited to, new construction of single family houses, including manufactured houses and multi-family units such as townhouses, as well as reconstruction Projects throughout Seminole County, as directed by

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY: *Maryanne Morse*
DEPUTY CLERK

COUNTY's Department of Community Services Director or his/her designee (hereinafter the "SHIP/HOME Program Administrator") and as indicated in Exhibits A, B, C, D, and E attached hereto and incorporated herein by reference. Required services shall be specifically enumerated, described, and depicted in Work Orders authorizing the performance of the specific tasks (the "Project(s)"). A form of Work Order is attached as Exhibit B hereto and incorporated herein by reference. All materials used in said Projects shall conform to the specifications in Exhibit D unless such materials are no longer commercially available in which case the CONTRACTOR shall utilize comparable, code compliant substitutes as approved by the SHIP/HOME Administrator. CONTRACTOR shall also fully comply with the Housing Quality Standards set forth in Exhibit E hereto for all Projects.

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 may be renewed for five (5) 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 Project authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional construction services by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. Each Work Order shall describe the Project 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, the Exhibits and attachments hereto, including

particularly, Exhibit A, Scope of Services. COUNTY makes no covenant or promise as to the number of available Projects or that CONTRACTOR 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 CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein, but in no event later than one hundred eighty (180) days from commencement. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings. Any Project not completed within one hundred eighty (180) days shall be subject to a liquidated damages assessment of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day in excess of one hundred eighty (180) days.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. A "Time Basis Method" of compensation shall not be considered for any work order in the absence of formal amendment to this Agreement. CONTRACTOR shall be compensated in accordance with the Rate/Draw Schedule attached as Exhibit C to this Agreement, subject to Section 7 hereof. The Work Order Fixed Fee amount shall include any and all reimbursable expenses. CONTRACTOR's compensation for all Projects authorized by Work Orders pursuant to this Agreement shall not exceed the sum of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year for the initial term of this Agreement or any

renewal thereof. COUNTY shall not initiate any work orders which would cause the aggregate amount due CONTRACTOR to exceed THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year. CONTRACTOR shall have no claim against COUNTY for any amount of compensation in excess of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year during the terms of this Agreement or any renewal thereof.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall perform all work required by the Work Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein. CONTRACTOR 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; provided however  that all such payments shall be subject to the retainage provisions set forth in Section 7, below. Each Work Order issued 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.

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

The original invoice shall be sent to:

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

A copy of the invoice shall be sent to:

SHIP/HOME Program Administrator
Community Services Department
534 W. Lake Mary Blvd.
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 CONTRACTOR.

SECTION 7. RETAINAGE. In order to assure timely, full performance under this Agreement, COUNTY shall withhold a retainage from CONTRACTOR's periodic requests for payment under each work order according to the following schedule:

(a) Until fifty percent (50%) of completion of the Project, as documented by CONTRACTOR's  submission of monthly reports, in comparison to the construction timetable and draw schedule, an amount equal to ten percent (10%) of the payment or reimbursement requested.

(b) After fifty percent (50%) of completion of the Project, as described above, an amount equal to five percent (5%) of the payment or reimbursement requested.

(c) After fifty percent (50%) of completion of the Project as determined in (a) above, CONTRACTOR shall be entitled to request disbursement of up to one half of the cumulative retainage then held by COUNTY. COUNTY shall promptly make payment of such retainage unless the amount requested is the subject of a good faith dispute, in which case disbursement shall not be required until the dispute is resolved.

(d) If any portion of the retainage paid to CONTRACTOR is for the payment of goods and services of vendors, laborers, materialmen, or subcontractors, CONTRACTOR shall promptly pay the appropriate

amounts of such retainage to those persons and provide proof of same to COUNTY.

(e) The balance of any retainage held by COUNTY at the time of completion of the Project construction shall be paid out to CONTRACTOR upon proof of satisfactory final inspections and/or issuance of certificates of occupancy by COUNTY or city building official and the and final walk through and approval of the SHIP/HOME Administrator.

(f) In the event this Agreement is terminated for cause by COUNTY she to CONTRACTOR's fault or negligence, any retainage then held by COUNTY may be applied towards the cost of remedying the costs or damages incurred by COUNTY in accordance with Section 12(c) hereof.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of all work, inspection approvals, and obtaining a certificate of occupancy required hereunder for any particular Project and upon acceptance of the work by COUNTY, CONTRACTOR 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 CONTRACTOR within thirty (30) days of receipt of documented, proper invoicing.

(b) 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 subsections (b) and (c) 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 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 United States Department of Housing and Urban Development ("HUD"), 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 CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions. CONTRACTOR and any subcontractors in its employ shall comply with all applicable Federal and State of Florida labor law and environmental law standards and all of the specific legal requirements enumerated in Section 11 of this Agreement.

(d) 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 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, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. ACCEPTANCE OF SERVICE. 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 CONTRACTOR shall be and always remain liable to

COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR'S negligent or wrongful performance of any of the services furnished under this Agreement.

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

SECTION 11. ADHERENCE TO FEDERAL AND STATE LAWS AND REGULATIONS.

(a) **HUD/Home Program**: If HUD/HOME Funds are utilized for any one or more Projects, CONTRACTOR shall adhere to all HOME program requirements, including but not limited to the following Sections of 24 CFR:

- (i) §92.251 - Property Standards;
- (ii) §92.252 - Qualifications as affordable housing: rental housing;
- (iii) §92.257 - Faith Based Activities;
- (iv) §92.351 - Affirmative Marketing; Minority Outreach Program;
- (v) §92.354 - Labor;
- (vi) §92.355 - Lead Based Paint;
- (vii) §92.350 - "Other Federal Requirements";
- (viii) §92.353 - "Displacement, Relocation, and Acquisition";
- (ix) §92.354 - "Labor";
- (x) §92.355 - "Lead Based Paint";
- (xi) §92.356 - "Conflict of Interest";
- (xii) §92.358 - "Consultant Activities"; and

(xiii) §92.505(b) - "Applicability of Uniform Administrative Requirements".

CONTRACTOR shall not assume COUNTY responsibilities for environmental review under §92.352 and the intergovernmental process under §92.357. However, CONTRACTOR is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with state and local regulations, nor is CONTRACTOR released from any environmental pollution that it may cause or have caused and CONTRACTOR shall assume full liability therefore.

(B) Compliance with State and Local Laws. During the execution and implementation of this Agreement, CONTRACTOR shall comply with all applicable state and local laws, regulations, and ordinances, including but not limited to the following:

(1) For all Projects involving SHIP funding, CONTRACTOR shall fully comply with Chapter 420, Part VII, Florida Statutes "State Housing Initiatives Partnership"  and the implementing regulations, Chapter 67-37, Florida Administrative Code.

(2) All written procedures, policies and the Local Housing Assistance Plan issued by COUNTY regarding implementation of COUNTY SHIP Program.

(3) CONTRACTOR 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 or 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. In the event that CONTRACTOR 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.

(4) Section 220.115, Seminole County Code prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

(c) Other Federal and State Funding. To the extent that any federal or state funding sources other than or in addition to HUD/HOME funds or SHIP funds are utilized for any Project, this Agreement shall be amended to reflect the particular funding source involved as well as identify the applicable statutes, regulations, and reporting requirements for CONTRACTOR compliance.

(d) Prohibition of Lobbying. CONTRACTOR covenants that no federal or state funds derived from activities under this Agreement shall be used for lobbying any  elected or appointed official of the executive, legislative, or judicial branch of the government for the State of Florida or the United States.

SECTION 12. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, 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 CONTRACTOR to fulfill its 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 data, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature 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. The CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Causes deemed not to be the fault or negligence of CONTRACTOR may include 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 any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR 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 13. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

SECTION 14. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any subcontractor, vendor, 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 15. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, 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 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. PERFORMANCE BONDS AND USE OF SUBCONTRACTORS.

(a) 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. All subcontractors retained by CONTRACTOR shall be pre-approved by COUNTY before CONTRACTOR enters into any contract with such outside subcontractor or vendors. CONTRACTOR shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the SHIP/HOME Program Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval, and CONTRACTOR shall then be free to enter into the subcontract without further delay. CONTRACTOR shall be fully responsible for the adequacy of services performed and materials provided by subcontractors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to CONTRACTOR. All subcontractors shall be properly licensed

and subject to the same insurance requirements as CONTRACTOR under this Agreement.

(b) CONTRACTOR shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services of each particular Project authorized by Work Order. For the duration of the term hereof, CONTRACTOR shall furnish COUNTY with a copy of the subject performance bond in the full amount of the contract price. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory, or if for any reason  the performance bond ceases to be adequate to cover the performance and payments of the work, CONTRACTOR shall, at it's own expense if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

SECTION 18. INDEMNIFICATION OF COUNTY. CONTRACTOR shall hold harmless, replace, and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, including all attorneys' fees arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR, its agents, subcontractors, vendors or otherwise. This section shall be deemed to include any claim based on negligence, action, or inaction of the parties.

SECTION 19. INSURANCE.

(a) General. CONTRACTOR shall, at its 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 and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the 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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

(4) Neither approval by COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its 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 its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR 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) 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 subcontractor'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 and any other applicable federal or state law.

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

(C) The minimum amount of coverage under Part Two of

the standard Workers' Compensation Policy shall be:

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

(2) Commercial General Liability.

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

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

		<u>LIMITS</u>
General Aggregate		\$2,000,000.00 ¹
Personal & Advertising Injury Limit		\$1,000,000.00
Each Occurrence Limit		\$1,000,000.00
Automobile/Other Motor Vehicle		\$1,000,000.00 ²

¹ May also be structured as \$1,000,000.00 in coordination with a \$1,000,000.00 umbrella policy.

² Each occurrence.

(3) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form. Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings, or structures.

(C) Maximum Deductible: The policy shall have a maximum deductible of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty. The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.

(E) Exclusions. Exclusions for design errors or defects, theft, earth movement, and rainwater shall be removed.

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(d) 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 its 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.

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. "Contract Claims" shall include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement and shall be addressed with the ADR procedures set forth in Section 22.239, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR 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 ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during COUNTY ADR procedures.

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

SECTION 21. NOTICE, DESIGNATED REPRESENTATIVES 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 and advise CONTRACTOR 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 named in subparagraph (b) below 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) 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, with return receipt requested, addressed to the party for whom it is intended at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

SHIP/HOME Program Administrator
Community Services Department 
534 W. Lake Mary Blvd.
Sanford, FL 32773

FOR CONTRACTOR:

Mailand Holdings d/b/a Maze Homes
2715 N. Harbor City Blvd.
Melbourne, FL 32935

(c) 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 and bind CONTRACTOR 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 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 forever an independent contractor with respect to all services performed under this Agreement.

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

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

SECTION 27. PUBLIC RECORDS LAW. CONTRACTOR 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. CONTRACTOR 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, 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 29. ASSIGNMENT OF AGREEMENT. Neither Party shall assign this Agreement nor any interest herein, without the prior written consent of the other.

SECTION 30. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the parties hereto and no other person. There are no third party beneficiaries to this Agreement.

SECTION 31. 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.

(End of Agreement - Signature Page Follows)

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

MAILAND HOLDINGS, LLP d/b/a
MAZE HOMES

[Signature]
Witness
Sita Gaya
Print Name
Robin Buchmaier
Witness
Robin Buchmaier
Print Name

By: [Signature] Partner
JAMES A. MAYES, Partner

Date: 9/26/07

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

[Signature]
MARVANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: [Signature]
BRENDA CAREY, Chairman

Date: 12/26/07

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their October 9, 2007
regular meeting.

Approved as to form and
legal sufficiency.

[Signature]
County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate/Draw Schedule
- Exhibit D - 2006/2007 New Construction/Reconstruction and
Housing Rehabilitation Specifications
- Exhibit E - Housing Quality, Site and Neighborhood Standards

AWS:jjr
9/7/07

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ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING AND CONTRACTS DIVISION

October 2, 2009

Certified Mail # 7008 1830 0001 3778 1675

Vision IV Construction, Inc.
Attn: Jose Lugo, President
1401 W. Colonial Drive
Orlando, FL 32804

Subject: CC-2183-07/VFT – SHIP Affordable Housing Construction/Reconstruction

Dear Mr. Lugo:

The above referenced project provides for all labor, materials, equipment, coordination and incidentals necessary for new home construction/reconstruction at various locations, on an as-needed basis at various locations throughout Seminole County. This project was publicly advertised, bids were received and subsequently on October 9, 2007, the Seminole County Board of County Commissioners approved this Master Agreement to your firm, Vision IV Construction, Inc.

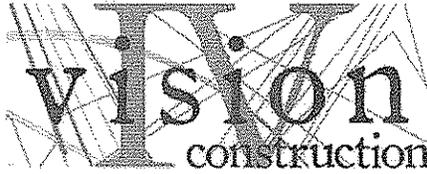
To date here have been six (6) work orders completed under this Master Agreement as of this date. On July 23, 2009, your firm submitted a letter notifying the County of your request to withdraw from the Master Agreement. The County is notifying your firm of the decision to terminate your Master Agreement for convenience pursuant to Section 12. Termination.

This termination notice will be presented to the Board of County Commissioners on October 27, 2009. Please notify me immediately upon receipt of this letter of any issues, concerns or questions.

Sincerely,

Vagillia F. Taylor, MS, CPPB
Sr. Procurement Analyst

cc: Project Manager
Project File



VISION IV CONSTRUCTION
605 EAST ROBINSON STREET, SUITE 300
ORLANDO, FLORIDA 32801
407-426-9022, FAX 407.386.7707
FL LIC # CGC1508502

July 23, 2009

Robert T. Bradley, Sr.
Procurement Analyst
Seminole County Purchasing and Contracts Division
1101 E First Street
Sanford, FL 32771-1468
407-665-7113 phone
407-665-7956 fax

Re: CC-2183-07/VFT, SHIP AFFORDABLE HOUSING NEW CONSTRUCTION/
RECONSTRUCTION

Dear Mr. Bradley,

Vision IV Construction Inc. a Florida Certified Corporation licensed to perform General Contracting Services respectfully submits this letter as our official notification to withdraw from the above referenced contract.

Vision IV Construction appreciates the opportunity and wish continued success to Seminole County in the future endeavors.

Respectfully,

A handwritten signature in black ink, appearing to be "JL Lugo", written in a cursive style.

Jose L. Lugo, President
Vision IV Construction Inc.

**CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM AND
OTHER FEDERAL AND STATE REVENUE FUNDING AFFORDABLE HOUSING
NEW CONSTRUCTION AND RECONSTRUCTION PROJECTS
(CC-2183-07)**

THIS AGREEMENT is made and entered into this 26 day of December, 2007, by and between **VISION IV CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1401 West Colonial Drive, Orlando, Florida 32804, 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 professional new construction and reconstruction services of a competent and qualified CONTRACTOR to provide for federal and state funded affordable housing projects in Seminole County; and



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

WHEREAS, CONTRACTOR is competent and qualified to furnish contractor services 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 CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish labor, materials, equipment, transportation, coordination, and incidentals necessary to perform those tasks generally described as, but not limited to, new construction of single family houses, including manufactured houses and multi-family units such as townhouses, as well as reconstruction Projects throughout Seminole County, as directed by COUNTY's Department of Community Services Director or his/her designee

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carylon Cook
DEPUTY CLERK

(hereinafter the "SHIP/HOME Program Administrator") and as indicated in Exhibits A, B, C, D, and E attached hereto and incorporated herein by reference. Required services shall be specifically enumerated, described, and depicted in Work Orders authorizing the performance of the specific tasks (the "Project(s)"). A form of Work Order is attached as Exhibit B hereto and incorporated herein by reference. All materials used in said Projects shall conform to the specifications in Exhibit D unless such materials are no longer commercially available in which case the CONTRACTOR shall utilize comparable, code compliant substitutes as approved by the SHIP/HOME Administrator. CONTRACTOR shall also fully comply with the Housing Quality Standards set forth in Exhibit E hereto for all Projects.

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 may be renewed for five (5) 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 Project authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional construction services by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. Each Work Order shall describe the Project 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, the Exhibits and attachments hereto, including particularly, Exhibit A, Scope of Services. COUNTY makes no covenant or

promise as to the number of available Projects or that CONTRACTOR 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 CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein, but in no event later than one hundred eighty (180) days from commencement. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings. Any Project not completed within one hundred eighty (180) days shall be subject to a liquidated damages assessment of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day in excess of one hundred eighty (180) days.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. A "Time Basis Method" of compensation shall not be considered for any work order in the absence of formal amendment to this Agreement. CONTRACTOR shall be compensated in accordance with the Rate/Draw Schedule attached as Exhibit C to this Agreement, subject to Section 7 hereof. The Work Order Fixed Fee amount shall include any and all reimbursable expenses. CONTRACTOR'S compensation for all Projects authorized by Work Orders pursuant to this Agreement shall not exceed the sum of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year for the initial term of this Agreement or any renewal thereof. COUNTY shall not initiate any work orders which would

cause the aggregate amount due CONTRACTOR to exceed THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year. CONTRACTOR shall have no claim against COUNTY for any amount of compensation in excess of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year during the terms of this Agreement or any renewal thereof.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall perform all work required by the Work Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein. CONTRACTOR 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; provided however, that all such payments shall be subject to the retainage provisions set forth in Section 7, below. Each Work Order issued 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.

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

The original invoice shall be sent to:

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

A copy of the invoice shall be sent to:

SHIP/HOME Program Administrator
Community Services Department
534 W. Lake Mary Blvd.
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 CONTRACTOR.

SECTION 7. RETAINAGE. In order to assure timely, full performance under this Agreement, COUNTY shall withhold a retainage from CONTRACTOR's periodic requests for payment under each work order according to the following schedule:

(a) Until fifty percent (50%) of completion of the Project, as documented by CONTRACTOR's  submission of monthly reports, in comparison to the construction timetable and draw schedule, an amount equal to ten percent (10%) of the payment or reimbursement requested.

(b) After fifty percent (50%) of completion of the Project, as described above, an amount equal to five percent (5%) of the payment or reimbursement requested.

(c) After fifty percent (50%) of completion of the Project as determined in (a) above, CONTRACTOR shall be entitled to request disbursement of up to one half of the cumulative retainage then held by COUNTY. COUNTY shall promptly make payment of such retainage unless the amount requested is the subject of a good faith dispute, in which case disbursement shall not be required until the dispute is resolved.

(d) If any portion of the retainage paid to CONTRACTOR is for the payment of goods and services of vendors, laborers, materialmen, or subcontractors, CONTRACTOR shall promptly pay the appropriate

amounts of such retainage to those persons and provide proof of same to COUNTY.

(e) The balance of any retainage held by COUNTY at the time of completion of the Project construction shall be paid out to CONTRACTOR upon proof of satisfactory final inspections and/or issuance of certificates of occupancy by COUNTY or city building official and the and final walk through and approval of the SHIP/HOME Administrator.

(f) In the event this Agreement is terminated for cause by COUNTY she to CONTRACTOR's fault or negligence, any retainage then held by COUNTY may be applied towards the cost of remedying the costs or damages incurred by COUNTY in accordance with Section 12(c) hereof.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of all work, inspection approvals, and obtaining a certificate of occupancy required hereunder for any particular Project and upon acceptance of the work by COUNTY, CONTRACTOR 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 CONTRACTOR within thirty (30) days of receipt of documented, proper invoicing.

(b) 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 subsections (b) and (c) 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 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 United States Department of Housing and Urban Development ("HUD"), 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 CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions. CONTRACTOR and any subcontractors in its employ shall comply with all applicable Federal and State of Florida labor law and environmental law standards and all of the specific legal requirements enumerated in Section 11 of this Agreement.

(d) 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 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, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. ACCEPTANCE OF SERVICE. 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 CONTRACTOR shall be and always remain liable to

COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR'S negligent or wrongful performance of any of the services furnished under this Agreement.

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

SECTION 11. ADHERENCE TO FEDERAL AND STATE LAWS AND REGULATIONS.

(a) HUD/Home Program: If HUD/HOME Funds are utilized for any one or more Projects, CONTRACTOR shall adhere to all HOME program requirements, including but not limited to the following Sections of 24 CFR:

- (i) §92.251 - Property Standards;
- (ii) §92.252 - Qualifications as affordable housing:
rental housing;
- (iii) §92.257 - Faith Based Activities;
- (iv) §92.351 - Affirmative Marketing; Minority Outreach Program;
- (v) §92.354 - Labor;
- (vi) §92.355 - Lead Based Paint;
- (vii) §92.350 - "Other Federal Requirements";
- (viii) §92.353 - "Displacement, Relocation, and Acquisition";
- (ix) §92.354 - "Labor";
- (x) §92.355 - "Lead Based Paint";
- (xi) §92.356 - "Conflict of Interest";
- (xii) §92.358 - "Consultant Activities"; and

(xiii) §92.505(b) - "Applicability of Uniform Administrative Requirements".

CONTRACTOR shall not assume COUNTY responsibilities for environmental review under §92.352 and the intergovernmental process under §92.357. However, CONTRACTOR is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with state and local regulations, nor is CONTRACTOR released from any environmental pollution that it may cause or have caused and CONTRACTOR shall assume full liability therefore.

(B) Compliance with State and Local Laws. During the execution and implementation of this Agreement, CONTRACTOR shall comply with all applicable state and local laws, regulations, and ordinances, including but not limited to the following:

(1) For all Projects involving SHIP funding, CONTRACTOR shall fully comply with Chapter 420, Part VII, Florida Statutes "State Housing Initiatives Partnership" and the implementing regulations, Chapter 67-37, Florida Administrative Code.

(2) All written procedures, policies and the Local Housing Assistance Plan issued by COUNTY regarding implementation of COUNTY SHIP Program.

(3) CONTRACTOR 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 or 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. In the event that CONTRACTOR 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.

(4) Section 220.115, Seminole County Code prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

(c) Other Federal and State Funding. To the extent that any federal or state funding sources other than or in addition to HUD/HOME funds or SHIP funds are utilized for any Project, this Agreement shall be amended to reflect the particular funding source involved as well as identify the applicable statutes, regulations, and reporting requirements for CONTRACTOR compliance.

(d) Prohibition of Lobbying. CONTRACTOR covenants that no federal or state funds derived from activities under this Agreement shall be used for lobbying any  elected or appointed official of the executive, legislative, or judicial branch of the government for the State of Florida or the United States.

SECTION 12. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, 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 CONTRACTOR to fulfill its 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 data, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature 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. The CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Causes deemed not to be the fault or negligence of CONTRACTOR may include 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 any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR 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 13. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

SECTION 14. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any subcontractor, vendor, 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 15. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, 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 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. PERFORMANCE BONDS AND USE OF SUBCONTRACTORS.

(a) 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. All subcontractors retained by CONTRACTOR shall be pre-approved by COUNTY before CONTRACTOR enters into any contract with such outside subcontractor or vendors. CONTRACTOR shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the SHIP/HOME Program Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval, and CONTRACTOR shall then be free to enter into the subcontract without further delay. CONTRACTOR shall be fully responsible for the adequacy of services performed and materials provided by subcontractors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to CONTRACTOR. All subcontractors shall be properly licensed

and subject to the same insurance requirements as CONTRACTOR under this Agreement.

(b) CONTRACTOR shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services of each particular Project authorized by Work Order. For the duration of the term hereof, CONTRACTOR shall furnish COUNTY with a copy of the subject performance bond in the full amount of the contract price. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory, or if for any reason  the performance bond ceases to be adequate to cover the performance and payments of the work, CONTRACTOR shall, at it's own expense if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

SECTION 18. INDEMNIFICATION OF COUNTY. CONTRACTOR shall hold harmless, replace, and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, including all attorneys' fees arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR, its agents, subcontractors, vendors or otherwise. This section shall be deemed to include any claim based on negligence, action, or inaction of the parties.

SECTION 19. INSURANCE.

(a) General. CONTRACTOR shall, at its 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 and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the 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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

(4) Neither approval by COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its 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 its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR 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) 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 subcontractor'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 and any other applicable federal or state law.

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

(C) The minimum amount of coverage under Part Two of

the standard Workers' Compensation Policy shall be:

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

(2) Commercial General Liability.

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

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

		<u>LIMITS</u>
General Aggregate		\$2,000,000.00 ¹
Personal & Advertising Injury Limit		\$1,000,000.00
Each Occurrence Limit		\$1,000,000.00
Automobile/Other Motor Vehicle		\$1,000,000.00 ²

¹ May also be structured as \$1,000,000.00 in coordination with a \$1,000,000.00 umbrella policy.

² Each occurrence.

(3) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form. Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings, or structures.

(C) Maximum Deductible: The policy shall have a maximum deductible of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty. The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.

(E) Exclusions. Exclusions for design errors or defects, theft, earth movement, and rainwater shall be removed.

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(d) 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 its 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.

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. "Contract Claims" shall include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement and shall be addressed with the ADR procedures set forth in Section 22.239, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR 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 ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during COUNTY ADR procedures.

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

SECTION 21. NOTICE, DESIGNATED REPRESENTATIVES 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 and advise CONTRACTOR 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 named in subparagraph (b) below 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) 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, with return receipt requested, addressed to the party for whom it is intended at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

SHIP/HOME Program Administrator
Community Services Department
534 W. Lake Mary Blvd.
Sanford, FL 32773



FOR CONTRACTOR:

Vision IV Construction, Inc.
1401 W. Colonial Drive
Orlando, FL 38204

(c) 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 and bind CONTRACTOR 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 CONTRACTOR (including its officers, employees, and agents) as an  representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR 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 CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

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

SECTION 27. PUBLIC RECORDS LAW. CONTRACTOR 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. CONTRACTOR 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, 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.



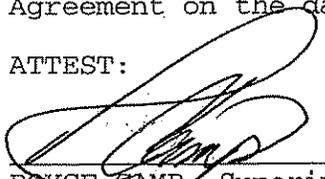
SECTION 29. ASSIGNMENT OF AGREEMENT. Neither Party shall assign this Agreement nor any interest herein, without the prior written consent of the other.

SECTION 30. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the parties hereto and no other person. There are no third party beneficiaries to this Agreement.

SECTION 31. 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.

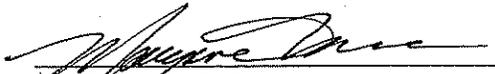
ATTEST:


ROYCE CAMP, Superintendent

(CORPORATE SEAL)

VISION IV CONSTRUCTION, INC.
By: 

JOSE L. LUGO, President
Date: SEPT. 28, 2007

ATTEST:


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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA
By: 

BRENDA CAREY, Chairman
Date: 12/26/07

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their October 9, 2007
regular meeting.

Approved as to form and
legal sufficiency.


County Attorney



- Attachments:
- Exhibit A - Scope of Services
 - Exhibit B - Sample Work Order
 - Exhibit C - Rate/Draw Schedule
 - Exhibit D - 2006/2007 New Construction/Reconstruction and
Housing Rehabilitation Specifications
 - Exhibit E - Housing Quality, Site and Neighborhood Standards

AWS:jjr
9/7/07
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**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Termination for Convenience: Two (2) Contractors under CC-2184-07/VFT - Posey Builders Construction, Inc. and Vision IV Construction, Inc.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor

EXT: 7122

MOTION/RECOMMENDATION:

Approve Termination for Convenience of two (2) Contractors under CC-2184-07/VFT – SHIP Affordable Housing Repair (Posey Builders Construction, Inc. of Lake Monroe, Florida and Vision IV Construction, Inc. of Orlando, Florida), and authorize staff to issue final notice of termination.

County-wide

Ray Hooper

BACKGROUND:

CC-2184-07/VFT provides for all labor, materials, equipment, coordination and incidentals necessary for home repair at various locations, on an as-needed basis throughout Seminole County. This project was publicly advertised, bids were received and subsequently on October 9, 2007, the Seminole County Board of County Commissioners approved the award of these Master Agreements to a total of five (5) Contractors, which included Posey Builders Construction, Inc. and Vision IV Construction, Inc.

There have been ten (10) Work Orders completed under these Master Agreements as of this date. The County's standard process is to conduct a low-bid process for Work Order issuance, which includes Contractor participation in a mandatory pre-bid conference. On July 23, 2009, the County received a letter from Vision IV Construction, Inc. requesting to withdraw from their Master Agreement. In addition, there has been a lack of responsiveness from Posey Builders Construction, Inc. to any correspondence or request for quotes under the Work Order process. Neither of these two (2) Contractors had submitted bids for the ten (10) Work Orders that have been completed under these Master Agreements. Both Contractors have been provided letters notifying them of the County's intent to terminate their Master Agreements for convenience. The backup documentation includes copies of their Master Agreements (excluding exhibits), notification letters, and the request for withdrawal letter from Vision IV Construction, Inc.

Pursuant to Section 12(a) of these executed Master Agreements, the County is terminating two (2) of the five (5) awarded Contractors (Posey Builders Construction, Inc. of Lake Monroe, Florida and Vision IV Construction, Inc. of Orlando, Florida) for convenience.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Termination for Convenience of two (2) Contractors under CC-2184-07/VFT – SHIP Affordable Housing Repair (Posey Builders Construction, Inc. of Lake Monroe, Florida and Vision IV Construction, Inc. of Orlando, Florida), and authorize staff to issue final notice of termination.

ATTACHMENTS:

1. CC-2184-07_VFT - Backup Documentation (Posey Builders Construction, Inc)
2. CC-2184-07_VFT - Backup Documentation (Vision IV Construction, Inc.)

Additionally Reviewed By:

County Attorney Review (Ann Colby)



ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING AND CONTRACTS DIVISION

October 2, 2009

Certified Mail # 7008 1830 0001 3778 1682

Posey Builders Construction, Inc.
Attn: Mr. David Posey, President
P.O. Box 471403
Lake Monroe, FL 32747

Subject: CC-2184-07/VFT – SHIP Affordable Housing Repair

Dear Mr. Posey:

The above referenced project provides for all labor, materials, equipment, coordination and incidentals necessary for home repair at various locations, on an as-needed basis at various locations throughout Seminole County. This project was publicly advertised, bids were received and subsequently on October 9, 2007, the Seminole County Board of County Commissioners approved this Master Agreement to your firm, Posey Builders Construction, Inc.

There have been ten (10) work orders completed under this Master Agreement as of this date. The County's standard process is to conduct a low-bid process which includes Contractor participation in a mandatory pre-bid conference. In addition, your firm did not complete the first Amendment under this Agreement which adjusted the insurance levels and expiration dates. There has also been other correspondence that has been unanswered as well (emails and phone calls). Due to the non-responsiveness of your firm (i.e. lack of attendance at pre-bid conferences and responses to request for quotes), the County is notifying your firm of the decision to terminate your Master Agreement for convenience pursuant to Section 12. Termination.

This termination notice will be presented to the Board of County Commissioners on October 27, 2009. Please notify me immediately upon receipt of this letter of any issues, concerns or questions.

Sincerely,

Vagillia F. Taylor, MS, CPPB
Sr. Procurement Analyst

cc: Project Manager
Project File

**CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM
AFFORDABLE HOUSING REPAIR PROJECTS
(CC-2184-07/VFT)**

THIS AGREEMENT is made and entered into this 28th day of NOVEMBER, 2007, by and between POSEY BUILDERS CONSTRUCTION, INC. duly authorized to conduct business in the State of Florida, whose address is 5357 Shoreline Circle, Sanford, FL 32771 (Post Office Box 471403, Lake Monroe, Florida 32747), 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 professional construction and remodeling services of a competent and qualified CONTRACTOR to provide SHIP and HUD/HOME funded home repair and rehabilitation services in Seminole County; and



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

WHEREAS, CONTRACTOR is competent and qualified to furnish contractor services 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 CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish materials, labor, equipment, transportation, coordination, and incidentals necessary to perform those tasks generally described as, but not limited to, miscellaneous housing repairs and rehabilitation projects throughout Seminole County, as directed by COUNTY's Department of Community Services Director or his/her designee (hereinafter the

"SHIP/HOME Program Administrator") and as indicated in Exhibits A, B, C, D, and E attached hereto and incorporated herein by reference. Required services shall be specifically enumerated, described, and depicted in Work Orders authorizing the performance of the specific tasks (the "Project(s)"). A form of Work Order is attached as Exhibit B hereto. All materials used in said Projects shall conform to the specifications in Exhibit D unless such materials are no longer commercially available in which case the CONTRACTOR shall utilize comparable, code compliant substitutes as approved by the SHIP/HOME Administrator. CONTRACTOR shall also fully comply with the Housing Quality Standards set forth in Exhibit E hereto for all Projects.

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 may be renewed for five (5) 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 Project authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. Each Work Order shall describe the Project 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, the Exhibits, and attachments hereto, including particularly, Exhibit A, Scope of Services. COUNTY makes no covenant or promise as to the number of available Projects or that CONTRACTOR 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 CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein, but in no event later than one hundred eighty (180) days from commencement. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings. Any Project not completed within one hundred eighty (180) days shall be subject to a liquidated damages assessment of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each day  in excess of one hundred eighty (180) days.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. A "Time Basis Method" of compensation shall not be considered for any work order in the absence of formal amendment to this Agreement. CONTRACTOR shall be compensated in accordance with the Rate/Draw Schedule attached as Exhibit C to this Agreement, subject to Section 7 hereof. The Work Order Fixed Fee amount shall include any and all reimbursable expenses. CONTRACTOR'S compensation for all Projects authorized by Work Orders pursuant to this Agreement shall not exceed the sum of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) per year for the initial term of this Agreement or any renewal thereof. COUNTY shall not initiate any work orders which would cause the aggregate amount due CONTRACTOR to exceed ONE MILLION TWO

HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) per year. CONTRACTOR shall have no claim against COUNTY for any amount of compensation in excess of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) per year during the terms of this Agreement or any renewal thereof.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall perform all work required by the Work Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein. CONTRACTOR 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; provided however, that all such payments shall be subject to the retainage provisions set forth in Section 7, below. Each Work Order issued 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.

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

The original invoice shall be sent to:

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

A copy of the invoice shall be sent to:

SHIP/HOME Program Administrator
Community Services Department
534 W. Lake Mary Blvd.
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 CONTRACTOR.

SECTION 7. Retainage. In order to assure timely, full performance under this Agreement, COUNTY shall withhold a retainage from CONTRACTOR's periodic requests for payment under each work order according to the following schedule:

(a) Until fifty percent (50%) of completion of the Project, as documented by CONTRACTOR's submission of monthly reports, in comparison to the construction timetable and draw schedule, an amount equal to ten percent (10%) of the payment or reimbursement requested.

(b) After fifty percent (50%) of completion of the Project, as described above, an amount equal to  five percent (5%) of the payment or reimbursement requested.

(c) After fifty percent (50%) of completion of the Project as determined in (a) above, CONTRACTOR shall be entitled to request disbursement of up to one half of the cumulative retainage then held by COUNTY. COUNTY shall promptly make payment of such retainage unless the amount requested is the subject of a good faith dispute, in which case disbursement shall not be required until the dispute is resolved.

(d) If any portion of the retainage paid to CONTRACTOR is for the payment of goods and services of vendors, laborers, materialmen, or subcontractors, CONTRACTOR shall promptly pay the appropriate amounts of such retainage to those persons and provide proof of same to COUNTY.

(e) The balance of any retainage held by COUNTY at the time of completion of the Project construction shall be paid out to CONTRACTOR upon proof of satisfactory final inspections and/or issuance of certificates of occupancy by COUNTY or city building official and the and final walk through and approval of the SHIP/HOME Administrator.

(f) In the event this Agreement is terminated for cause by COUNTY due to CONTRACTOR's fault or negligence, any retainage then held by COUNTY may be applied towards the cost of remedying the costs or damages incurred by COUNTY in accordance with Section 12(c) hereof.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of all work and inspection approvals required hereunder for any particular Project and upon acceptance of the work by COUNTY, CONTRACTOR 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 CONTRACTOR within thirty (30) days of receipt of documented, proper invoicing.

(b) 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 subsections (b) and (c) 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 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 United States Department of Housing and

Urban Development ("HUD"), 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 CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions. CONTRACTOR and any subcontractors in its employ shall comply with all applicable Federal and State of Florida labor law and environmental law standards and all of the specific legal requirements enumerated in Section 11 of this Agreement.

(d) 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 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, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. ACCEPTANCE OF SERVICE. 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 CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to

COUNTY caused by CONTRACTOR'S negligent or wrongful performance of any of the services furnished under this Agreement.

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

SECTION 11. ADHERENCE TO FEDERAL AND STATE LAWS AND REGULATIONS.

(a) **HUD/HOME Program.** If HUD/HOME funds are utilized for any one or more Projects, CONTRACTOR shall adhere to all HOME program requirements, including but not limited to the following Sections of 24 CFR:

- (i) §92.251 - Property Standards;
- (ii) §92.252 - Qualifications as affordable housing;
rental housing 
- (iii) §92.257 - Faith Based Activities;
- (iv) §92.351 - Affirmative Marketing; Minority Outreach Program;
- (v) §92.354 - Labor;
- (vi) §92.355 - Lead Based Paint;
- (vii) §92.350 - "Other Federal Requirements";
- (viii) §92.353 - "Displacement, Relocation, and Acquisition";
- (ix) §92.354 - "Labor";
- (x) §92.355 - "Lead Based Paint";
- (xi) §92.356 - "Conflict of Interest";
- (xii) §92.358 - "Consultant Activities"; and
- (xiii) §92.505(b) - "Applicability of Uniform

Administrative Requirements".

CONTRACTOR shall not assume COUNTY responsibilities for environmental review under §92.352 and the intergovernmental process under §92.357. However, CONTRACTOR is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with state and local regulations, nor is CONTRACTOR released from any environmental pollution that it may cause or have caused and CONTRACTOR shall assume full liability therefore.

(b) Compliance with State and Local Laws. During the execution and implementation of this Agreement, CONTRACTOR shall comply with all applicable state and local laws, regulations, and ordinances, including but not limited to the following:

(1) For all Projects involving SHIP funding, CONTRACTOR shall fully comply with Chapter 420, Part VII, Florida Statutes "State Housing Initiatives Partnership" and the implementing regulations, Chapter 67-37, Florida Administrative Code.

(2) All written procedures, policies and the Local Housing Assistance Plan issued by COUNTY regarding implementation of COUNTY SHIP Program.

(3) CONTRACTOR 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 or 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. In the event that CONTRACTOR 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.

(4) Section 220.115, Seminole County Code prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

(c) Other Federal and State Funding. To the extent that any federal or state funding sources other than or in addition to HUD/HOME funds or SHIP funds are utilized for any Project, this Agreement shall be amended to reflect the particular funding source involved as well as identify the applicable statutes, regulations, and reporting requirements for CONTRACTOR compliance.

(d) Prohibition of Lobbying. CONTRACTOR covenants that no federal or state funds derived from activities under this Agreement shall be used for lobbying any  or appointed official of the executive, legislative, or judicial branch of government for the State of Florida or the United States.

SECTION 12. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, 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 CONTRACTOR to fulfill its 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 data, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature 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. The CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Causes deemed not to be the fault or negligence of CONTRACTOR may include 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 any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR 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 13. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

SECTION 14. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any subcontractor, vendor, 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 15. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, 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 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. PERFORMANCE BONDS AND USE OF SUBCONTRACTORS. (a) 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. All subcontractors retained by CONTRACTOR shall be pre-approved by COUNTY before CONTRACTOR enters into any contract with such outside subcontractor or vendors. CONTRACTOR shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the SHIP/HOME Program Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval, and CONTRACTOR shall then be free to enter into the subcontract without further delay. CONTRACTOR shall be fully responsible for the adequacy of services performed and materials provided by subcontractors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to CONTRACTOR. All subcontractors shall be properly licensed and subject to the same

insurance requirements as CONTRACTOR under this Agreement.

(b) CONTRACTOR shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services of each particular Project authorized by Work Order. For the duration of the term hereof, CONTRACTOR shall furnish COUNTY with a copy of the subject performance bond in the full amount of the contract price. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory, or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, CONTRACTOR shall, at it's own expense if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

SECTION 18. INDEMNIFICATION OF COUNTY. CONTRACTOR shall hold harmless, replace, and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, including all attorneys' fees arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR, its agents, subcontractors, vendors or otherwise. This section shall be deemed to include any claim based on negligence, action, or inaction of the parties.

SECTION 19. INSURANCE.

(a) General. CONTRACTOR shall, at its 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 and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the 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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

(4) Neither approval by COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its 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 its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR 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) 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 subcontractor'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 and any other applicable federal or state law.

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

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

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

(2) Commercial General Liability.

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

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



LIMITS

General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form. Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings, or structures.

(C) Maximum Deductible: The policy shall have a

maximum deductible of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty. The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.

(E) Exclusions. Exclusions for design errors or defects, theft, earth movement, and rainwater shall be removed.

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(d) 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 its 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.

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. "Contract Claims" shall include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement and shall be addressed with the ADR procedures set forth in Section 22.239, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR 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 ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during COUNTY ADR procedures.

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

SECTION 21. NOTICE, DESIGNATED REPRESENTATIVES 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 and advise CONTRACTOR 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 named in subparagraph (b) below 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) 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, with return receipt requested, addressed to the party for whom it is intended at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

SHIP/HOME Program Administrator
Community Services Department 
534 W. Lake Mary Blvd.
Sanford, FL 32773

FOR CONTRACTOR:

Posey Builders Construction, Inc.
Post Office Box 471403
Lake Monroe, FL 32747

(c) 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 and bind CONTRACTOR 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 CONTRACTOR (including its officers, employees, and agents) as an  representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR 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 CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

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

SECTION 27. PUBLIC RECORDS LAW. CONTRACTOR 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. CONTRACTOR 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, 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 29. ASSIGNMENT OF AGREEMENT. Neither Party shall assign this Agreement nor any interest herein, without the prior written consent of the other.

SECTION 30. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the parties hereto and no other person. There are no third party beneficiaries to this Agreement.

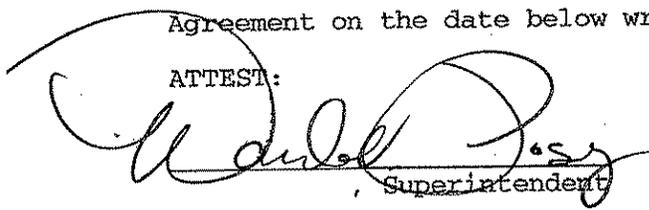
SECTION 31. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

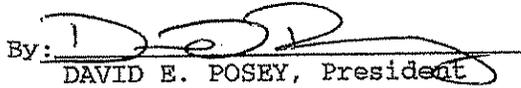
(End of Agreement - Signature Page Follows)

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

ATTEST:

POSEY BUILDERS CONSTRUCTION, INC.


Superintendent

By: 
DAVID E. POSEY, President

(CORPORATE SEAL)

Date: 11/28/07

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


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

By: 
BRENDA CAREY, Chairman
Date: 12/26/07

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their October 9, 2007
regular meeting.

Approved as to form and
legal sufficiency.




County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate/Draw Schedule
- Exhibit D - 2006/2007 New Construction/Reconstruction and
Housing Rehabilitation Specifications
- Exhibit E - Housing Quality, Site and Neighborhood Standards

AWS:jjr
09/07/2007
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ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING AND CONTRACTS DIVISION

October 2, 2009

Certified Mail # 7008 1830 0001 3778 1675

Vision IV Construction, Inc.
Attn: Jose Lugo, President
1401 W. Colonial Drive
Orlando, FL 32804

Subject: CC-2184-07/VFT – SHIP Affordable Housing Construction/Reconstruction

Dear Mr. Lugo:

The above referenced project provides for all labor, materials, equipment, coordination and incidentals necessary for home repair various locations, on an as-needed basis at various locations throughout Seminole County. This project was publicly advertised, bids were received and subsequently on October 9, 2007, the Seminole County Board of County Commissioners approved this Master Agreement to your firm, Vision IV Construction, Inc.

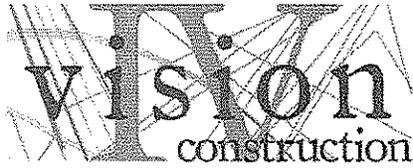
To date here have been ten (10) work orders completed under this Master Agreement as of this date. On July 23, 2009, your firm submitted a letter notifying the County of your request to withdraw from the Master Agreement. The County is notifying your firm of the decision to terminate your Master Agreement for convenience pursuant to Section 12. Termination.

This termination notice will be presented to the Board of County Commissioners on October 27, 2009. Please notify me immediately upon receipt of this letter of any issues, concerns or questions.

Sincerely,

Vagillia F. Taylor, MS, CPPB
Sr. Procurement Analyst

cc: Project Manager
Project File



VISION IV CONSTRUCTION
605 EAST ROBINSON STREET, SUITE 300
ORLANDO, FLORIDA 32801
407-426-9022, FAX 407.386.7707
FL LIC # CGC1508502

July 23, 2009

Robert T. Bradley, Sr.
Procurement Analyst
Seminole County Purchasing and Contracts Division
1101 E First Street
Sanford, FL 32771-1468
407-665-7113 phone
407-665-7956 fax

Re: CC-2184-07/VFT, SHIP AFFORDABLE HOUSING REPAIR

Dear Mr. Bradley,

Vision IV Construction Inc. a Florida Certified Corporation licensed to perform General Contracting Services respectfully submits this letter as our official notification to withdraw from the above referenced contract.

Vision IV Construction appreciates the opportunity and wish continued success to Seminole County in the future endeavors.

Respectfully,

A handwritten signature in black ink, appearing to be "JL" with a flourish.

Jose L. Lugo, President
Vision IV Construction Inc.

**CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM
AFFORDABLE HOUSING REPAIR PROJECTS
(CC-2184-07/VFT)**

THIS AGREEMENT is made and entered into this 26 day of December, 2007, by and between **VISION IV CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1401 West Colonial Drive, Orlando, Florida 32804, 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 professional construction and remodeling services of a competent and qualified CONTRACTOR to provide SHIP and HUD/HOME funded home repair and rehabilitation services in Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to furnish contractor services 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 CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish materials, labor, equipment, transportation, coordination, and incidentals necessary to perform those tasks generally described as, but not limited to, miscellaneous housing repairs and rehabilitation projects throughout Seminole County, as directed by COUNTY's Department of Community Services Director or his/her designee (hereinafter the "SHIP/HOME Program Administrator") and as indicated in Exhibits A, B, C,

D, and E attached hereto and incorporated herein by reference. Required services shall be specifically enumerated, described, and depicted in Work Orders authorizing the performance of the specific tasks (the "Project(s)"). A form of Work Order is attached as Exhibit B hereto. All materials used in said Projects shall conform to the specifications in Exhibit D unless such materials are no longer commercially available in which case the CONTRACTOR shall utilize comparable, code compliant substitutes as approved by the SHIP/HOME Administrator. CONTRACTOR shall also fully comply with the Housing Quality Standards set forth in Exhibit E hereto for all Projects.

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 may be renewed for five (5) 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 Project authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. Each Work Order shall describe the Project 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, the Exhibits, and attachments hereto, including particularly, Exhibit A, Scope of Services. COUNTY makes no covenant or promise as to the number of available Projects or that CONTRACTOR 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 CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein, but in no event later than one hundred eighty (180) days from commencement. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings. Any Project not completed within one hundred eighty (180) days shall be subject to a liquidated damages assessment of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each day in excess of one hundred eighty (180) days.



SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. A "Time Basis Method" of compensation shall not be considered for any work order in the absence of formal amendment to this Agreement. CONTRACTOR shall be compensated in accordance with the Rate/Draw Schedule attached as Exhibit C to this Agreement, subject to Section 7 hereof. The Work Order Fixed Fee amount shall include any and all reimbursable expenses. CONTRACTOR'S compensation for all Projects authorized by Work Orders pursuant to this Agreement shall not exceed the sum of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) per year for the initial term of this Agreement or any renewal thereof. COUNTY shall not initiate any work orders which would cause the aggregate amount due CONTRACTOR to exceed ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) per year. CONTRACTOR

shall have no claim against COUNTY for any amount of compensation in excess of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) per year during the terms of this Agreement or any renewal thereof.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall perform all work required by the Work Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein. CONTRACTOR 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; provided however, that all such payments shall be subject to the retainage provisions set forth in Section 7, below. Each Work Order issued 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.

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

The original invoice shall be sent to:

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

A copy of the invoice shall be sent to:

SHIP/HOME Program Administrator
Community Services Department
534 W. Lake Mary Blvd.
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 CONTRACTOR.

SECTION 7. Retainage. In order to assure timely, full performance under this Agreement, COUNTY shall withhold a retainage from CONTRACTOR's periodic requests for payment under each work order according to the following schedule:

(a) Until fifty percent (50%) of completion of the Project, as documented by CONTRACTOR's submission of monthly reports, in comparison to the construction timetable and draw schedule, an amount equal to ten percent (10%) of the payment or reimbursement requested.

(b) After fifty percent (50%) of completion of the Project, as described above, an amount equal to five percent (5%) of the payment or reimbursement requested.

(c) After fifty percent (50%) of completion of the Project as determined in (a) above, CONTRACTOR shall be entitled to request disbursement of up to one half of the cumulative retainage then held by COUNTY. COUNTY shall promptly make payment of such retainage unless the amount requested is the subject of a good faith dispute, in which case disbursement shall not be required until the dispute is resolved.

(d) If any portion of the retainage paid to CONTRACTOR is for the payment of goods and services of vendors, laborers, materialmen, or subcontractors, CONTRACTOR shall promptly pay the appropriate amounts of such retainage to those persons and provide proof of same to COUNTY.

(e) The balance of any retainage held by COUNTY at the time of completion of the Project construction shall be paid out to CONTRACTOR upon proof of satisfactory final inspections and/or issuance of certificates of occupancy by COUNTY or city building official and the and final walk through and approval of the SHIP/HOME Administrator.

(f) In the event this Agreement is terminated for cause by COUNTY due to CONTRACTOR's fault or negligence, any retainage then held by COUNTY may be applied towards the cost of remedying the costs or damages incurred by COUNTY in accordance with Section 12(c) hereof.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of all work and inspection approvals required hereunder for any particular Project and upon acceptance of the work by COUNTY, CONTRACTOR 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 CONTRACTOR within thirty (30) days of receipt of documented, proper invoicing.

(b) 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 subsections (b) and (c) 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 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 United States Department of Housing and

Urban Development ("HUD"), 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 CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions. CONTRACTOR and any subcontractors in its employ shall comply with all applicable Federal and State of Florida labor law and environmental law standards and all of the specific legal requirements enumerated in Section 11 of this Agreement.

(d) 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 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, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. ACCEPTANCE OF SERVICE. 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 CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to

COUNTY caused by CONTRACTOR'S negligent or wrongful performance of any of the services furnished under this Agreement.

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

SECTION 11. ADHERENCE TO FEDERAL AND STATE LAWS AND REGULATIONS.

(a) **HUD/HOME Program.** If HUD/HOME funds are utilized for any one or more Projects, CONTRACTOR shall adhere to all HOME program requirements, including but not limited to the following Sections of 24 CFR:

- (i) §92.251 - Property Standards;
- (ii) §92.252 - Qualifications as affordable housing:
rental housing;
- (iii) §92.257 - Faith Based Activities;
- (iv) §92.351 - Affirmative Marketing; Minority Outreach Program;
- (v) §92.354 - Labor;
- (vi) §92.355 - Lead Based Paint;
- (vii) §92.350 - "Other Federal Requirements";
- (viii) §92.353 - "Displacement, Relocation, and Acquisition";
- (ix) §92.354 - "Labor";
- (x) §92.355 - "Lead Based Paint";
- (xi) §92.356 - "Conflict of Interest";
- (xii) §92.358 - "Consultant Activities"; and
- (xiii) §92.505(b) - "Applicability of Uniform

Administrative Requirements".

CONTRACTOR shall not assume COUNTY responsibilities for environmental review under §92.352 and the intergovernmental process under §92.357. However, CONTRACTOR is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with state and local regulations, nor is CONTRACTOR released from any environmental pollution that it may cause or have caused and CONTRACTOR shall assume full liability therefore.

(b) Compliance with State and Local Laws. During the execution and implementation of this Agreement, CONTRACTOR shall comply with all applicable state and local laws, regulations, and ordinances, including but not limited to the following:

(1) For all Projects involving SHIP funding, CONTRACTOR shall fully comply with Chapter 420, Part VII, Florida Statutes "State Housing Initiatives Partnership"  and the implementing regulations, Chapter 67-37, Florida Administrative Code.

(2) All written procedures, policies and the Local Housing Assistance Plan issued by COUNTY regarding implementation of COUNTY SHIP Program.

(3) CONTRACTOR 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 or 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. In the event that CONTRACTOR 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.

(4) Section 220.115, Seminole County Code prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

(c) **Other Federal and State Funding.** To the extent that any federal or state funding sources other than or in addition to HUD/HOME funds or SHIP funds are utilized for any Project, this Agreement shall be amended to reflect the particular funding source involved as well as identify the applicable statutes, regulations, and reporting requirements for CONTRACTOR compliance.

(d) **Prohibition of Lobbying.** CONTRACTOR covenants that no federal or state funds derived from activities under this Agreement shall be used for lobbying any elected or appointed official of the executive, legislative, or judicial branch of government for the State of Florida or the United States.

SECTION 12. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, 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 CONTRACTOR to fulfill its 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 data, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature 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. The CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Causes deemed not to be the fault or negligence of CONTRACTOR may include 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 any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR 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 13. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

SECTION 14. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any subcontractor, vendor, 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 15. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, 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 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. PERFORMANCE BONDS AND USE OF SUBCONTRACTORS. (a) 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. All subcontractors retained by CONTRACTOR shall be pre-approved by COUNTY before CONTRACTOR enters into any contract with such outside subcontractor or vendors. CONTRACTOR shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the SHIP/HOME Program Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval, and CONTRACTOR shall then be free to enter into the subcontract without further delay. CONTRACTOR shall be fully responsible for the adequacy of services performed and materials provided by subcontractors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to CONTRACTOR. All subcontractors shall be properly licensed and subject to the same

insurance requirements as CONTRACTOR under this Agreement.

(b) CONTRACTOR shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services of each particular Project authorized by Work Order. For the duration of the term hereof, CONTRACTOR shall furnish COUNTY with a copy of the subject performance bond in the full amount of the contract price. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory, or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, CONTRACTOR shall, at it's own expense if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

SECTION 18. INDEMNIFICATION OF COUNTY. CONTRACTOR shall hold harmless, replace, and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, including all attorneys' fees arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR, its agents, subcontractors, vendors or otherwise. This section shall be deemed to include any claim based on negligence, action, or inaction of the parties.

SECTION 19. INSURANCE.

(a) General. CONTRACTOR shall, at its 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 and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the 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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

(4) Neither approval by COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its 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 its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR 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) 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 subcontractor'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 and any other applicable federal or state law.

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

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

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

(2) Commercial General Liability.

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

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



LIMITS

General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form. Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings, or structures.

(C) Maximum Deductible: The policy shall have a

maximum deductible of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty. The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.

(E) Exclusions. Exclusions for design errors or defects, theft, earth movement, and rainwater shall be removed.

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(d) 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 its 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.

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. "Contract Claims" shall include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement and shall be addressed with the ADR procedures set forth in Section 22.239, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR 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 ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during COUNTY ADR procedures.

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

SECTION 21. NOTICE, DESIGNATED REPRESENTATIVES 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 and advise CONTRACTOR 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 named in subparagraph (b) below 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) 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, with return receipt requested, addressed to the party for whom it is intended at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

SHIP/HOME Program Administrator
Community Services Department
534 W. Lake Mary Blvd.
Sanford, FL 32773



FOR CONTRACTOR:

Vision IV Construction, Inc.
1401 W. Colonial Dr.
Orlando, FL 32804

(c) 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 and bind CONTRACTOR 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 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 forever an independent contractor with respect to all services performed under this Agreement.

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

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

SECTION 27. PUBLIC RECORDS LAW. CONTRACTOR 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. CONTRACTOR 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, 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 29. ASSIGNMENT OF AGREEMENT. Neither Party shall assign this Agreement nor any interest herein, without the prior written consent of the other.

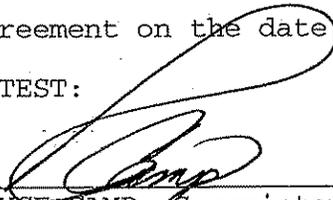
SECTION 30. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the parties hereto and no other person. There are no third party beneficiaries to this Agreement.

SECTION 31. 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.

(End of Agreement - 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:



ROYCE CAMP, Superintendent

VISION IV CONSTRUCTION, INC.

By: 

JOSE LUGO, President

(CORPORATE SEAL)

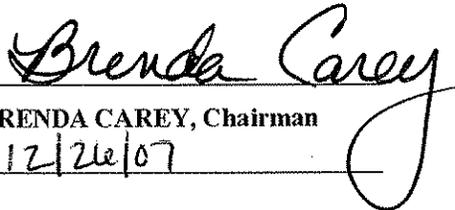
Date: SEPT. 28, 2007

ATTEST:



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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 

BRENDA CAREY, Chairman

Date: 12/26/07

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 October 9, 2007
regular meeting.





County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate/Draw Schedule
- Exhibit D - 2006/2007 New Construction/Reconstruction and
Housing Rehabilitation Specifications
- Exhibit E - Housing Quality, Site and Neighborhood Standards

AWS:jjr
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**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Single Source Procurement for Library Network access via membership with the Southeast United States Regional Independent Network Provider, Lyrasis, Atlanta, GA

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Tammy Roberts

EXT: 7115

MOTION/RECOMMENDATION:

Waive the procurement process and award Single Source Procurement for Library Network access and authorize staff to execute the Institutional Membership Agreement and issue a Purchase Order to Lyrasis, Atlanta, GA., the Southeast United States Regional Independent Network Provider, in the amount of \$36,000.00.

County-wide

Ray Hooper

BACKGROUND:

Seminole County Library Services has been actively involved in the collaborative efforts of Library Network's resource sharing group since 1982. Library Network allows libraries to lend and borrow materials in the most cost-effective and efficient way via membership in the SOLINET network, providing Seminole County patrons access to libraries throughout the United States and abroad. On April 1, 2009, PALINET and SOLINET joined together to form Lyrasis. Continuing membership with Lyrasis, in accordance with the Institutional Membership Agreement, will allow Seminole County and its patrons uninterrupted service of the fastest, most efficient choices for borrowing and lending. Funding for continued membership was approved during the 2009 budget work session and is available in account # 044204-530340, Contracted Services.

STAFF RECOMMENDATION:

Staff recommends that the Board waive the procurement process and award Single Source Procurement for Library Network access and authorize staff to execute the Institutional Membership Agreement and issue a Purchase Order, annually, to Lyrasis, Atlanta, GA., the Southeast United States Regional Independent Network Provider, in the amount of \$36,000.00.

ATTACHMENTS:

- 1. Agreement
- 2. Lyrasis by-laws
- 3. Single Source Request

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Ann Colby)</p>



Institutional Membership Agreement

This Agreement provides **Member Name** (“the Member”), at **Member Address**, with membership in Lyrasis effective **Date**.

Membership provides access to Lyrasis services under the terms and conditions specified herein and as may otherwise be set forth by Lyrasis in written policies. Lyrasis provides access to shared knowledge and expertise, innovative products and services, and customized solutions members need to serve their communities effectively.

In joining Lyrasis, the Member agrees to:

- Abide by the Bylaws of Lyrasis (<http://www.lyrasis.org/Membership/Current%20Members/Governance/Bylaws.aspx>);
- Assume and pay promptly all financial obligations arising from membership and participation in services;
- Act in accordance with all terms and conditions of contractual agreements made by Lyrasis on Member’s behalf, including master licenses when individually authorized by the Member;
- Maintain current awareness of Lyrasis member responsibilities, confidentiality, and policy issues. The Member’s director or designee shall serve as its representative and shall have one vote in the annual election of Lyrasis Trustees and in any other matters decided by vote of the membership.

This Membership Agreement shall be executed by duly authorized representatives of the Member and Lyrasis and shall automatically renew annually on the first day of July, except as otherwise provided in the Bylaws.

Member Name

Lyrasis

Signature

Signature

Name and Title (Typed)

Kate Nevins
Chief Executive Officer

Name and Title (Typed)

Date

Date

Version 090401



EXHIBIT B

LYRASIS
formerly known as
PALINET AND UNION LIBRARY CATALOGUE OF PENNSYLVANIA

A Pennsylvania Nonprofit Corporation
(Membership)

Amended and Restated Bylaws

ARTICLE 1 PURPOSES

- 1.1 The purposes of the Corporation are exclusively charitable and educational as set forth in the Articles of Incorporation. In pursuing such purposes, the Corporation shall not act so as to impair its eligibility for exemption under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

ARTICLE 2 OFFICES

- 2.1 Registered Office. The registered office of the Corporation shall be at such location in Pennsylvania as the Trustees may from time to time determine.
- 2.2 Other Offices. The Corporation may also have offices at such other places as the Trustees may select and the business of the Corporation shall require.

ARTICLE 3 MEMBERS

- 3.1 Number and Dues. The Corporation shall have two (2) types of Members who shall have the same rights:
- (a) Institutional Member. Institutional Members shall be organizations representing single institutions, such as a university library, public library, archives, museum, historical society, or like organizations.
 - (b) Group Member. Group Members shall be organizations representing groups of institutions, such as networks and consortia.

Membership fees, if any, for each Membership type shall be determined each year by the majority vote of Members (see article 3.8 "Voting").

- 3.2 Requirements for Membership. The Board of Trustees may establish additional criteria for Membership and may admit additional Members of the Corporation. No institution or group shall become a Member unless specifically approved pursuant to a process established by the Board. Such approval may be denied for any reason deemed sufficient by the Trustees even though the applicant may meet the stated criteria for Membership. To the extent that Member responsibilities, obligations, and benefits are contractually set forth, each Member shall execute such agreements as the Board may require from time to time.

- 3.3 Electronic Attendance. Any Member may attend a meeting of Members by any means of communication equipment by which all persons participating in the meeting can hear each other.
- 3.4 Regular Meetings. Meetings shall be held as determined by the Trustees.
- 3.5 Annual Meetings. The annual meeting of the Members shall be held at a time and place to be determined by the Board of Trustees or via electronic means, with notice provided thirty (30) days in advance to the Members.
- 3.6 Special Meetings. Special meetings of the Membership may be called in three ways: by the Chair of the Board, or at least five (5) members of the Board, or at the written request of 10% of the Members. At least five days' written notice stating the time, place or electronic means, and purpose of any special meeting shall be given to the Members entitled to participate.
- 3.7 Quorum. 10% of all Members, present in person or by proxy, shall constitute a quorum for the transaction of business at any meeting.
- 3.8 Voting. The director or equivalent administrator of each Member shall have the right to vote on behalf of the Member ("Voting Representative"). Any Member may, by written notice to the Secretary of the Board, designate a new Voting Representative. Each Member shall be entitled to one vote, in person, by ballot, by mail, by electronic mail or by proxy in accord with Section 3.9. Unless otherwise required by these Bylaws, the manner of voting on any matter, including changes in the articles or bylaws, may be by voice vote, show of hands, or by ballot, as determined by the Members present, or by mail or electronic mail if determined by the Board of Trustees and a ballot is sent with notice of the question to be voted upon. A majority of Members voting shall decide questions brought before the Members unless otherwise required by these Bylaws.
- 3.9 Voting by Proxy. Any absent Member eligible to vote at any meeting of the Members may be represented as present and may vote at such meeting by a proxy authorized in writing by the Voting Representative. Such written authorization must specify the matter with respect to which the proxy is granted and the person entitled to vote, must be signed and dated by the Voting Representative granting the proxy, and must be filed with the Secretary of the Board. The person voting as a proxy shall only be another Voting Representative. A proxy shall be revocable at will but the revocation shall not be effective until notice of the revocation has been given to the Secretary of the Board.
- 3.10 Unanimous Consent of Members in Lieu of a Meeting. Any action which may be taken at a meeting of Members may be taken without a meeting if a consent or consents in writing setting forth the action to be taken shall be signed by all of the Members and shall be filed with the Secretary of the Board.
- 3.11 Resignation from Membership. Members may resign from the Corporation by signifying their intention in writing to the Chief Executive Officer, such resignation to take effect from the time of its receipt unless some later time may be fixed in the written notice, and then from that time. The acceptance of the resignation by the Board shall not be required to make it effective. Any Member shall be deemed to have resigned if such Member fails to pay required dues within 90 days after notice that such dues are overdue and that the Member shall be deemed to have resigned if such dues are not paid within such 90 day period.

- 3.12 Expulsion from Membership. Any Member may be expelled from Membership, with or without the assignment of any cause, upon a majority vote of all Trustees at a duly convened meeting of the Trustees, provided that written notice of the intention to expel and reasons therefore have been provided in the notice of the meeting. No Member shall be expelled without having the opportunity to be heard at such meeting, but no formal hearing procedure need be followed.
- 3.13 Honorary Titles. The Board may create such additional classes of “membership” as they see fit, but such institutions shall not have the rights of Members under the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the “Act”), including, but not limited to, the right to vote.

ARTICLE 4 TRUSTEES

- 4.1 Powers. The business and affairs of the Corporation shall be managed by the Board of Trustees, except as otherwise required by the Act, these Bylaws or a resolution duly adopted by the Board. The powers of the Board shall include, but not be limited to, the following:
- (a) Ensuring the mission and tax-exempt purpose of the Corporation are maintained
 - (b) Selecting, appointing, and establishing compensation for, as well as dismissing, the Chief Executive Officer of the Corporation;
 - (c) Authorizing the Chief Executive Officer to negotiate agreements and contracts with various groups and outside agencies as may be necessary for the conduct of business, subject to policies and guidelines promulgated by the Board;
 - (d) Approving strategic objectives, governance policies, and annual budgets;
 - (e) Recommending guidelines for operation.
- 4.2 Qualifications of Trustees. Each Trustee shall be an individual of at least 18 years of age, who need not be a resident of Pennsylvania. The Chief Executive Officer of the Corporation shall be an ex officio non-voting Trustee.

The Voting Trustees shall represent the following types of institutions, with a minimum of one (1) state library agency; one (1) Group Member; two (2) public libraries; three (3) academic libraries; two (2) academic research libraries; one (1) special library or cultural heritage institution; and two (2) at-large Members, which may be of any type. The Board of Trustees shall further appoint three additional Voting Trustees who are not representatives of Members of the Corporation (“non-member Voting Trustees”) to serve in staggered terms. The Voting Trustees shall, as nearly as possible, represent institutions which are geographically diverse. The Board shall consist of not fewer than 15 or more than 21 persons as determined from time to time by the Voting Trustees. As nearly as possible, an equal number of terms shall expire each year.

- 4.3 Terms of Voting Trustees.
- (a) Commencing with the 2010 election, Voting Trustees, except non-member Voting Trustees, shall be chosen annually by ballot of the Members and shall serve for terms of three (3) years and until their successors are elected and qualified. The non-member Voting Trustees shall be elected by the other Voting Trustees at the

final regular meeting of the Board each fiscal year and shall serve for terms of three (3) years until their successors are elected and qualified.

- (b) Terms for Voting Trustees begin and end, as applicable, at the beginning of the first meeting of the Trustees in each fiscal year of the Corporation.
 - (c) A Voting Trustee may serve no more than two consecutive terms and, upon serving two consecutive terms, may serve again after an interim of one year. In instances where a Voting Trustee serves a partial term of less than eighteen (18) months duration, such partial term shall not be considered a term with regard to the two-term limit. Serving a partial term of eighteen (18) months or more shall be considered as serving a full term with respect to the two-term limit. Service on the board of either PALINET or SOLINET prior to the Merger of the two corporations shall not count toward the two-term limit.
- 4.4 Removal. Any Trustee may be removed from office, with or without the assignment of any cause, by a vote of a majority of Trustees in office, or of Members present, at a duly convened meeting of the Board or Members, as the case may be, provided that written notice of the intention to consider removal of such Trustee has been included in the notice of the meeting. No Trustee shall be removed without having the opportunity to be heard at such meeting, but no formal hearing procedure need be followed.
- 4.5 Quorum. A majority of all Voting Trustees shall constitute a quorum for the transaction of business at any meeting, and the acts of a majority of the Voting Trustees present at a duly convened meeting at which a quorum is present shall be the acts of the Board, unless a greater number is required by the Act or these Bylaws.¹
- 4.6 Vote. Every Voting Trustee shall be entitled to one vote.
- 4.7 Unanimous Consent of Voting Trustees in Lieu of Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting if a consent or consents in writing setting forth the action so taken shall be signed by all of the Trustees in office and shall be filed with the Secretary of the Board.
- 4.8 Regular Meetings. Regular meetings of the Board shall be held as determined by the Board.
- 4.9 Annual Meeting. The annual meeting of the Board shall be held promptly after the annual meeting of the Members.
- 4.10 Special Meetings. Special meetings of the Board may be called by the Chair or by the written request of three (3) Voting Trustees at any time. At least five days notice stating the time, place or electronic means, and purpose of any special meeting shall be given to the members of the Board.
- 4.11 Teleconference Meetings. Any Trustee may participate in a meeting of the Board or any committee thereof by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other.

¹ Section 5546 of the Pennsylvania Nonprofit Corporation Law requires the affirmative vote of two-thirds of the Directors in office to approve the purchase, sale, mortgage, leasing away, or other disposition of real estate if there are less than 21 members on the Board, or a majority of all Directors if there are 21 or more members on the Board.

- 4.12 Evaluation. The Trustees shall at least every other year evaluate their own performance and the composition of the Board in terms of the skills, experience, and contributions of its members to identify ways it may improve its effectiveness by selection of new Trustees and otherwise.

ARTICLE 5 OFFICERS

- 5.1 Positions, Election, Term. The officers of the Board shall include a Chair, one or more Vice-Chairs, a Secretary and a Treasurer, who shall be elected by the Voting Trustees from among the Voting Trustees promptly following the annual election of new Trustees and shall serve for a term of one (1) year and until their successors are elected and qualified. The Trustees may elect such other officers or assistant officers, who need not be members of the Board, as they deem appropriate from time to time.
- 5.2 Consecutive Terms. Officers may be elected for two (2) consecutive terms. Upon serving two (2) consecutive terms in the same office, a Trustee may serve in that office again after an interim of one (1) year. Service for six months or more of a term shall be considered service for a full term. Service for less than six months shall not be considered service for a term.
- 5.3 Duties. The duties of the officers shall include the following:
- (a) The Chair shall preside at all meetings of the Members and Trustees; shall have the authority to execute all appropriate legal documents; appoint members of all committees which are created by the Board; and perform such other duties as the Board of Trustees shall direct. The Chair shall be an ex-officio voting member of every Corporation committee.
 - (b) A Vice Chair shall have such powers and perform such duties as the Board of Trustees may prescribe or as the Chair may delegate.
 - (c) The Secretary shall assure that minutes are prepared and maintained for all meetings of the Board and the Members; shall assure that appropriate notice is given for all meetings of the Board and Members; and shall perform such other duties as may be prescribed by the Board or by the Chair.
 - (d) The Treasurer shall assure that accurate accounts of the receipts and disbursements of the Corporation are maintained; shall cause financial reports to be provided to the Board and the Members as requested, but not less than once a year; and shall perform such other duties as may be prescribed by the Board or by the Chair.
- 5.4 Removal of Officers. Any officer or agent may be removed by the Board whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights of any person so removed.

ARTICLE 6 COMMITTEES

- 6.1 Establishment. The Board may establish one or more committees to consist of one or more Trustees of the Corporation. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise any of the powers and authority of

the Board, except that no committee shall have any power or authority as to the following:

- (a) The filling of vacancies on the Board.
- (b) The adoption, amendment, or repeal of the Bylaws.
- (c) The amendment or repeal of any resolution of the Board.
- (d) Action on matters committed by the Bylaws or by resolution of the Board to another committee of the Board.

If any person who is not a Trustee is appointed to any committee of the Board, such non-Trustee shall have no right to vote on any question that would create a binding obligation of the Corporation.

- 6.2 Appointment to Committees. Unless otherwise determined by the Board or set out in these Bylaws, the Board Chair shall appoint members of all committees.

ARTICLE 7 TRUSTEE AND OFFICER RESIGNATIONS AND VACANCIES

- 7.1 Resignations. Any Trustee or officer may resign such position at any time, such resignation to be made in writing and to take effect from the time of its receipt by the Corporation, unless some later time may be fixed in the resignation, and then from that date. The acceptance of the resignation by the Board shall not be required to make it effective.

- 7.2 Filling Vacancies.

- (a) If a vacancy exists among the positions available for Trustees, by virtue of a desire to fill unfilled positions, or by reason of death, resignation, disqualification or otherwise, the Trustees in office may choose a person or persons who may serve as a Trustee for the remainder of the applicable term.
- (b) If the position of any officer becomes vacant, by an increase in the number of officers, or by reason of death, resignation, disqualification, or otherwise, the Trustees may choose a person or persons who shall hold office for the remaining term.

ARTICLE 8 MEETINGS AND NOTICE

- 8.1 Place of Meetings. Meetings may be held at such place within or without Pennsylvania or via electronic means as the Board may from time to time determine.

- 8.2 Notice. Whenever written notice is required to be given to any person, it may be given to such person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or courier service, charges prepaid, or by facsimile transmission or electronic mail, to that person's address (or facsimile number or e-mail address) appearing on the records of the Corporation, or in the case of Trustees, supplied by that person to the Corporation for the purpose of notice. If the notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with the courier service for delivery to such person or, in the

case of facsimile or electronic mail when dispatched. Such notice shall specify the place or electronic means, day, and hour of the meeting, and any other information which may be required by the Act or these Bylaws, including, in the case of a special meeting of Members, the general nature of the business to be transacted.

- 8.3 Waiver of Notice. Any required notice may be waived by the written consent of the person entitled to such notice either before or after the time for giving of notice, and attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.
- 8.4 Electronic Mail. Any action which may be done, or is required to be done, in writing under these Bylaws or the Act, including agreement to a unanimous written consent, shall be valid if sent and received by electronic mail.

ARTICLE 9 LIABILITY AND INDEMNIFICATION

- 9.1 General Rule. A Trustee shall not be personally liable for monetary damages as Trustee for any action taken, or any failure to take any action, unless:
- (a) the Trustee has breached or failed to perform the duties of Trustee in accordance with the standard of conduct contained in Section 5712 of the Act and any amendments and successor acts thereto; and
 - (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness;

Provided, however, that the foregoing provision shall not apply to (a) the responsibility or liability of a Trustee pursuant to any criminal statute or (b) the liability of a Trustee for the payment of taxes pursuant to local, state or federal law.

- 9.2 Indemnification. The Corporation shall indemnify any officer or Trustee who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, (and whether or not by, or in the right of, the Corporation) (a "Proceeding") by reason of the fact that such person is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another domestic or foreign corporation for-profit or not-for-profit, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such Proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and with respect to any criminal proceeding, had no reason to believe such conduct was illegal, provided, however, that no person shall be entitled to indemnification pursuant to this Article in any instance in which the action or failure to take action giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness; and provided, further, however, in instances of a claim by or in the right of the Corporation, indemnification shall not be made under this section in respect of any claim, issue or matter as to which the person has been adjudged to be liable to the Corporation unless and only to the extent that the court of common pleas of the judicial district embracing the county in which the registered office of the Corporation is located or the court in which the action was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to

indemnity for such expenses that the court of common pleas or other court shall deem proper.

9.3 Procedure. Unless ordered by a court, any indemnification under Section 9.2 or otherwise permitted by law shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because he or she has met the applicable standard of conduct set forth under that section. Such determination shall be made:

- (i) by the Board of Trustees by a majority vote of a quorum consisting of Trustees who were not parties to the action or proceeding;
- (ii) if such a quorum is not obtainable or if obtainable and a majority vote of a quorum of disinterested Trustees so directs, by independent legal counsel in a written opinion; or
- (iii) by the Members.

9.4 Advancement of Expenses. The Corporation shall advance expenses incurred by an officer or Trustee who may be eligible for indemnification pursuant to this Article in defending a Proceeding unless such Proceeding is brought against the person by or in the right of the Corporation, and may advance such expenses in any case in which it decides indemnification may be appropriate, in advance of the final disposition of such Proceeding, upon receipt of an undertaking by or on behalf of such person to repay the amount so advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation.

9.5 Continuing Right to Indemnification. The indemnification and advancement of expenses provided pursuant to this Article shall continue as to any person who has ceased to be an officer or Trustee of the Corporation and shall inure to the benefit of the heirs, executors, and administrators of such person.

9.6 Other Rights. This Article shall not be exclusive of any other right which the Corporation may have to indemnify any person as a matter of law.

ARTICLE 10 AMENDMENTS

10.1 Articles of Incorporation. The Articles of Incorporation of the Corporation may be amended by a majority of all Members casting votes by mail or electronic ballot or at any duly convened meeting of Members, after not less than 10 days notice of such purpose has been given, including a copy of the proposed amendment or a summary of the changes to be effected thereby.

10.2 Bylaws. The Bylaws may be amended by a majority of all Members voting by mail or electronic ballot or at any duly convened meeting of Members, after not less than 10 days notice of such purpose has been given, including a copy of the proposed amendment or a summary of the changes to be effected thereby.

ARTICLE 11 MISCELLANEOUS

11.1 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June.

- 11.2 Conflicts of Interest. The Board shall adopt a policy on dealing with conflicts of interest.
- 11.3 Headings. In interpreting these Bylaws, the headings of articles shall not be controlling.
- 11.4 Bond. If required by the Board, any person shall give bond for the faithful discharge of his or her duty in such sums and with such sureties as the Board shall determine.
- 11.5 Subventions. The Corporation shall be authorized, by resolution of the Trustees, to accept subventions on terms and conditions not inconsistent with the Pennsylvania Nonprofit Corporation Law and to issue certificates therefore.
- 11.6 Corporate Seal. The corporate seal of the Corporation shall be in circular form and shall bear the name of the Corporation and the words "Corporate Seal, Pennsylvania 1936."
- 11.7 Parliamentary Authority. The rules in the most recent edition of *Robert's Rules of Order Newly Revised* shall govern the Corporation in all cases to which they are applicable and in which they are not inconsistent with the Act, the Articles or Bylaws of the Corporation, or the policies of the Board of Trustees.

Adopted February 4, 2009; Effective April 1, 2009

SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION

SINGLE SOURCE SOLE SOURCE PROPRIETARY SOURCE

Date Requested: 10-5-09 JDE No.: For F/Y 09/10

Requestor: Jane Peterson Telephone/Ext.: 1501 Department/Division: Library Services

Description of Products/Services: LYRASIS Regional Organization Membership

Make _____ Manufacturer _____ Model# _____

Seminole County Library System's membership in LYRASIS Regional Organization, and access to its data bases, requires signage of an Institutional Membership Agreement. LYRASIS is the nation's largest regional membership organization serving libraries and information professionals.

LYRASIS is a resource sharing group that allows libraries to lend and borrow materials in the most cost-effective and efficient way. Group participants use the Custom Holdings Inter Library Loan system to select lenders within their resource sharing group(s) automatically. When the Seminole County Library borrows from or lends books to other libraries the LYRASIS holdings system is used. The automatic system allows for the fastest, most efficient choices for borrowing and lending.

LYRASIS also provides an integrated data base of library records of libraries throughout the United States and abroad. When the Seminole County Library needs to access bibliographic information to catalog books and materials it accesses the LYRASIS database.

LYRASIS is the only organization that provides access to both an Interlibrary Loan lending network and a national database for accessing of bibliographic information for the cataloging of library materials

Proposed Vendor: Lyrasis Phone# Elisha Strong 404-892-0943 X 4858

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: _____

Requesting Department Director's Signature: Denise Tate Date: 10/9/09
Acting Director

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: \$ _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Surplus County Land - County Road 46A Phase III

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Stan Hunsinger

EXT: 5253

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Contract for Sale and Purchase of Land and a County Deed conveying surplus property acquired in conjunction with the County Road 46A, Phase III project (H.E. Thomas Parkway), a 750 square foot portion of Parcel # 03-20-30-503-0000-0380 to Charles & Sherett Salter.

District 5 Brenda Carey

Meloney Lung

BACKGROUND:

At the Board of County Commissioners meeting on December 11, 2007, the Board approved declaring 40 feet of County-owned right-of-way along the south side of County Road 46A from west of Forrest Drive to east of Vinewood Drive to be surplus property. The surplus right-of-way is the result of "whole takes" of a row of residential homesites previously acquired by the County for right-of-way necessary for the widening of County Road 46A. A purchase price of \$0.50 per square foot was approved by at the December 11, 2007 Board meeting. The attached Contract for Sale and Purchase of Land and County Deed are the result of discussions with Salters for finalizing this surplus action.

In addition, the Board approved the construction of a wall on private property along the boundary of the surplus parcels subject to the affected property owners listed below agreeing to both the surplus property purchase and construction of a wall. This agreement will finalize the surplus activities involved in the construction of the wall.

County Surplus Parcel Numbers	Adjacent Property Owners	Surplus Property Square Footage	Surplus Purchase Price
03-20-30-503-0000-0380	Charles & Sherett Salter (Rep: Atty Christy Wilson)	750 s.f.	\$375.00

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Contract for Sale and Purchase of Land and a County Deed conveying surplus property acquired in conjunction with the County Road 46A, Phase III project (H.E. Thomas Parkway), a 750 square foot portion of Parcel # 03-20-30-503-0000-0380 to Charles & Sherett Salter.

ATTACHMENTS:

1. Amended Contract for Sale and Purchase of Land - Salters
2. County Deed - Salters
3. Temporary Construction Easement - Salters

Additionally Reviewed By:

County Attorney Review (David Shields)

**AMENDED CONTRACT FOR SALE AND PURCHASE OF LAND
(CR 46A III SURPLUS PARCELS 9 AND 12)**

THIS AMENDED CONTRACT FOR SALE AND PURCHASE OF LAND is made and entered into this _____ day of _____, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "SELLER", and SHERETT J. SALTER and CHARLES SALTER, whose address is 103 Vinewood Drive, Sanford, Florida 32773, hereinafter collectively referred to as the "PURCHASER".

1. **AMENDED CONTRACT.** This Amended Contract for Sale and Purchase of Land amends that certain Contract for Sale and Purchase of Land entered into by the parties on June 23, 2009. The parties acknowledge and agree that all obligations set forth in the original June 23, 2009 Contract have been performed or excused from performance.

2. **SALE.** SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate, with its appurtenances, located in the County of Seminole, State of Florida:

That portion of Lot 31, Loch Arbor, Crystal Lakes Club Section, as recorded in Plat Book 5, pages 73 and 74, of the Public records, Seminole County, Florida.

Being more particularly described as follows:

The North 5.0 feet of the South 10.0 feet of said Lot 31.

Containing 750 square feet more or less.

PROPERTY TAX I.D. NO.: 03-20-30-503-0000-0310

3. **PURCHASE PRICE AND METHOD OF PAYMENT.** The purchase price is THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$375.00), payable to the Seminole County Board of County Commissioners ("BCC") in cash or by certified funds at closing.

4. **TITLE INSURANCE.** PURCHASER may purchase an owner's title insurance policy insuring PURCHASER to the full amount of the purchase price against loss or damage by reason of defect in the title of SELLER in the above described premises or by reason of prior liens not assumed by PURCHASER under this Agreement.

5. **DEED.** SELLER agrees, on full payment of the purchase price of THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$375.00) as described above, to make, execute and deliver to PURCHASER a County Deed to the premises.

6. **CLOSING/COSTS.** PURCHASER  agrees to close no later than October 30, 2009. At the closing, SELLER will provide PURCHASER with the County Deed to the premises, and PURCHASER shall provide the BCC with payment of the full purchase price. Following the closing, PURCHASER shall have the right to exclusive possession of the property. All closing costs shall be paid by the PURCHASER.

7. **ASSIGNMENT.** This Agreement shall not be assignable.

8. **CONDITION OF PREMISES.** PURCHASER stipulates that they have made a full inspection of the premises and that SELLER shall not be held liable in any way respecting the condition of the premises and occurrences on the premises. PURCHASER accepts the premises "as is". PURCHASER further acknowledges and agrees that SELLER shall have no maintenance responsibility for any drainage, capped wells, capped

septic tanks or any other structure located on the above described property.

9. **CONSTRUCTION OF WALL.** SELLER shall construct a boundary wall on the above described property. Such boundary wall will be a six-foot (6') high pre-cast concrete panel wall or a six-foot (6') high masonry brick wall. This wall will be built on the north side just inside of the property described in Paragraph 1 above and from the easternmost end of this wall, the wall will extend 10 feet to the south on the above described property and PURCHASER's existing property, subject to the removal of the utility pole and relocation of underground utilities that would otherwise preclude this extension of the wall. Neither SELLER nor PURCHASER shall install any gate within this wall. PURCHASER agrees to cooperate with SELLER concerning the timely scheduling of construction of the wall.

10. **TEMPORARY CONSTRUCTION EASEMENT.** PURCHASER agrees to grant SELLER a temporary construction easement, over, across, under and through the real property described below for the purpose of installing a wall:

The South 10.00 Feet of the following described parcel:

Lot 31, Arbor Crystal Lakes Club Section, as recorded in Plat Book 5, Pages 73 and 74, of the Public Records, Seminole County, Florida.

Containing 1,500 square feet more or less.

PROPERTY TAX I.D. NO.: 03-20-30-503-0000-0310

This temporary construction easement shall terminate two (2) years from the date of execution of the Temporary Construction Easement as set forth therein.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument on the date above stated.

WITNESSES:

SIGNATURE

SHERETT J. SALTER

PRINT NAME

SIGNATURE

ADDRESS: 103 Vinewood Drive
Sanford, Florida 32773

PRINT NAME

SIGNATURE

CHARLES SALTER

PRINT NAME

SIGNATURE

ADDRESS: 103 Vinewood Drive
Sanford, Florida 32773

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.

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

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
10/14/09

P:\Users\Dedge\My Documents\Agt\Salter Amended Contract For Sale And Purchase 46a Iii Surplus Parcels 9 & 12.Doc

THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS, ESQ.
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-7254

COUNTY DEED

COUNTY OF SEMINOLE, FLORIDA

THIS DEED is made this ____ day of _____, 2009, by SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTOR, and SHERETT J. SALTER and CHARLES SALTER, whose address is 103 Vinewood Drive, Sanford, Florida 32773, hereinafter collectively referred to as the GRANTEE.

W I T N E S S E T H:

THAT GRANTOR for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by GRANTEE, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to GRANTEE, his heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to-wit:

That portion of Lot 31, Loch Arbor, Crystal Lakes Club Section, as recorded in Plat Book 5, pages 73 and 74, of the Public records, Seminole County, Florida.

Being more particularly described as follows:

The North 5.0 feet of the South 10.0 feet of said Lot 31.

Containing 750 square feet more or less.

PROPERTY TAX I.D. NO.: 03-20-30-503-0000-0310
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GRANTOR, in accordance with Section 270.11, Florida Statutes, releases its interest in, and title in and to all the phosphate, minerals and metals that are or may be in, on or under the above described land with the privilege to mine and develop the same, the GRANTEE having petitioned for said release. The reason justifying

such release is that the above described land is too small to have practical value for mining, it is unknown whether any valuable minerals exist on the property, the property is not in a location conducive to mining operations of any kind, and without full mineral rights, GRANTEE would have great difficulty obtaining financing for the property.

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

**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: _____

Consented to:

SHERETT J. SALTER
Date: _____

CHARLES SALTER
Date: _____

DGS/dre
09/29/09
P:\Users\Dedge\My Documents\Instruments\Salter Cr 46a Iii Surplus Parcels 9 & 12 Revised County Deed.Doc

NOT FOR EXECUTION

THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made and entered into this ___ day of _____, 2009, between SHERETT J. SALTER and CHARLES SALTER, whose address is 103 Vinewood Drive, Sanford, Florida 32773, hereinafter collectively referred to as GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to enter upon the following described lands:

The South 10.00 Feet of the following described parcel:

Lot 31, Arbor Crystal Lakes Club Section, as recorded in Plat Book 5, Pages 73 and 74, of the Public Records, Seminole County, Florida.

Containing 750 square feet more or less.

PROPERTY TAX I.D. NO.: 03-20-30-503-0000-0310

for the purpose of installation of a wall on this property.

THIS TEMPORARY CONSTRUCTION EASEMENT shall expire upon two (2) years from the date of execution as set forth above.

UPON FINAL completion of the wall, the GRANTOR shall have sole responsibility for maintaining the wall.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to provide further assurances to the GRANTEE if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR's hand and seal the day and year first above written.

WITNESSES:

SIGNATURE

SHERETT J. SALTER

PRINT NAME

SIGNATURE

ADDRESS: 103 Vinewood Drive
Sanford, Florida 32773

PRINT NAME

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Sherett J. Salter, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

WITNESSES:

SIGNATURE

CHARLES SALTER

PRINT NAME

ADDRESS: 103 Vinewood Drive
Sanford, Florida 32773

SIGNATURE

PRINT NAME

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Charles Salter, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

DGS/dre
09/24/09

P:\Users\Dedge\My Documents\Instruments\Salter Cr 46A III Surplus Parcels 9 12 Tce.Docx

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Child Protection Team Contract Renewal

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 Agreement between Seminole County and Kids House of Seminole, Inc. for the Child Protection Team to provide medical examinations.

County-wide

Michele Saunders

BACKGROUND:

Pursuant to Section 39.304(5), Florida Statutes, Florida counties are mandated to pay for the initial cost of medical examinations for children allegedly abused, abandoned, or neglected.

On January 1, 2006, Kids House of Seminole, Inc. was designated by the State of Florida Department of Health as the Child Protection Team for Seminole County and has since been providing medical examinations to children who have allegedly been abused, abandoned, and/or neglected.

The attached multi-year Agreement established a per exam rate in the amount of \$175.00 for the Child Protection Team to provide medical examinations.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Agreement between Seminole County and Kids House of Seminole, Inc. for the Child Protection Team to provide medical examinations.

ATTACHMENTS:

- 1. Agreement

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Ann Colby)</p>

AMENDMENT AND RENEWAL TO CHILD PROTECTION TEAM SERVICES AGREEMENT

THIS AMENDMENT and RENEWAL is to that certain Agreement made and entered into on September 5, 2008, by and between **KIDS HOUSE OF SEMINOLE, INC.**, a Florida non profit corporation, whose address is 5467 North Ronald Reagan Boulevard, Sanford, Florida 32773, hereinafter referred to as "KIDS HOUSE" 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 and KIDS HOUSE entered into the above-referenced Agreement on September 5, 2008, to retain the services of a competent and qualified child protection team to provide medical assessment services in Seminole County, pursuant to Chapter 39, Florida Statutes; 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 16(b) of the Agreement provides that any amendments shall be valid only expressed in writing and duly signed by the parties; and

WHEREAS, the parties desire to renew the Agreement as herein amended so as to enable both parties to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agreed amend the referenced Agreement by amending Sections 2, 3, 6 and 14 follows:

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

SECTION 2. FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate KIDS HOUSE for the professional services required pursuant to this Agreement a fee in the amount of ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$175.00) per case. KIDS HOUSE shall perform all work required by the Scope of Services but, in no event, shall KIDS HOUSE be paid more than the fee amount, as stated above.

(b) Payments shall be made to KIDS HOUSE when requested as work progresses for services furnished, but not more than once monthly. KIDS HOUSE may invoice amount due based on the total required services actually performed and completed.

2. Section 3 of the Agreement is amended to read:

SECTION 3. BILLING AND PAYMENT. The COUNTY hereby agrees to provide financial assistance to KIDS HOUSE up to a maximum sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$175.00) per case for all services provided hereunder by KIDS HOUSE 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 services provided as described in Exhibit "A" and that KIDS HOUSE has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Seminole County Community Assistance Division
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper payment request from KIDS HOUSE.

3. Section 6 of the Agreement is amended to read:

SECTION 6. AUDIT. KIDS HOUSE shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2010, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

4. Section 14 of the Agreement is amended to read:

SECTION 14. INSURANCE.

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

(1) KIDS HOUSE shall furnish the 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). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. 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 KIDS HOUSE, KIDS HOUSE shall provide the 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, KIDS HOUSE 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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, KIDS HOUSE 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 KIDS HOUSE shall relieve KIDS HOUSE of KIDS HOUSE's full responsibility for performance of any obligation including KIDS HOUSE'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: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, KIDS HOUSE shall, as soon as KIDS HOUSE 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 KIDS HOUSE has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, KIDS HOUSE shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of KIDS HOUSE, KIDS HOUSE shall, at KIDS HOUSE'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 the Agreement, the insurance shall become effective prior to the commencement of work by KIDS HOUSE 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) KIDS HOUSE's insurance shall cover KIDS HOUSE 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. KIDS HOUSE 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 KIDS HOUSE 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:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

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

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

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

(d) Coverage. The insurance provided by KIDS HOUSE 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 KIDS HOUSE.

(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 KIDS HOUSE, its employees or agents of

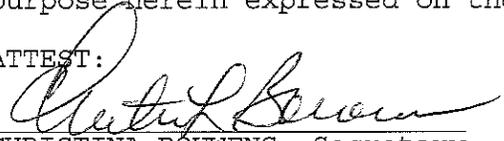
liability from any obligation under a Section or any other portions of this Agreement.

5. Exhibit A of the Agreement is deleted and Exhibit A-1 attached hereto is substituted therefor.

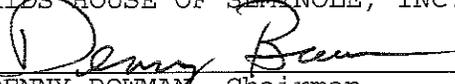
6. The Agreement is hereby renewed for the term of one (1) year from October 1, 2009, through September 30, 2010, unless terminated earlier as provided for therein.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expressed on the day and year first above written.

ATTEST:


CHRISTINA BOUWENS, Secretary

KIDS HOUSE OF SEMINOLE, INC.

By: 
DENNY BOWMAN, Chairman

(CORPORATE SEAL)

Date: 9-28-09

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 28 day of September, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DENNY BOWMAN and CHRISTINA BOUWENS, as Chairman and Secretary, respectively, of KIDS HOUSE OF SEMINOLE, 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 Public in and for the County and State Aforementioned



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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BOB DALLARI, Chairman

Date: _____

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

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

County Attorney

SED/dre/lpk
09/02/09 9/16/09
Attachment

Exhibit A-1 - Service and Cost Proposal

P:\Users\Lkennedy\My Documents\Community Services\Child Protection Team Services Agt Amendment & Renewal.Doc

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Kids House of Seminole
AGENCY ADDRESS: 5467 North Ronald Reagan Boulevard
Sanford, FL 32773
PRESIDENT/DIRECTOR NAME: Nancy Crawford
AGENCY PHONE NUMBER: (407) 324-3036
AGENCY FAX NUMBER: (407)302-4495
AGENCY E-MAIL: www.kidshouse.org
PRESIDENT/DIRECTOR E-MAIL: Crawford@kidshouse.org

The above agency will provide the following services for the residents of Seminole County:

- I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
Medical Examinations	The initial cost of the medical examination and any necessary medical procedures to make a diagnosis to determine if a child has been physically abused, abandoned or neglected.

- II. How many of each of the above stated service(s) is the County being asked to fund over the contract term?

Service*	Number of County funded units
Medical Examinations	An estimated 180 medical diagnostic examinations per year.

- 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.)
Medical Examinations	\$175 per medical examination to assess the allegedly abused, abandoned, or neglected child.

- IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
Medical Examinations	The cost was derived and an average was determined from research gathered from various county agencies throughout the State of Florida who are mandated to provide the same service.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Request to Initiate Foreclosure Action on property located 2411 Hartwell Avenue, Sanford, Florida 32771

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: Michele Saunders

CONTACT: Josie Delgado

EXT: 2381

MOTION/RECOMMENDATION:

Request the Board of County Commissioners to authorize the County Attorney's office to initiate a foreclosure action on residential property located 2411 Hartwell Avenue, Sanford, Florida 32771-4168.

District 5 Brenda Carey

Shirley Davis-Boyce

BACKGROUND:

On February 23, 2005 Tameko L. Mackeyroy, a single woman, applied and was approved for the SHIP Homeownership and Rehabilitation Program. A first mortgage was established in the amount of One Hundred Fifty-One Thousand One Hundred Sixteen and 50/100 Dollars (\$151,116.50) consisting of a Fifteen Thousand Dollars (\$15,000.00) note with a thirty (30) year amortization schedule, i.e., a monthly payment of fifty-five dollars and forty-four cents (\$55.44) in conjunction with a deferred payment note in the amount of One Hundred Thirty-Six Thousand One Hundred Sixteen and 50/100 Dollars (\$136,116.50) with an affordability period of thirty (30) years.

On April 26, 2007 Ms. Mackeyroy applied for Foreclosure Prevention Assistance to pay 2006 real estate property taxes and was approved the amount of Three Thousand Eight Hundred Forty Four and 39/100 Dollars (\$3,844.39) with an affordability period of five (5) years.

In addition, on May 23, 2008 the County Attorney's office prepared a Corrective Promissory Note to relieve the client from making monthly mortgage payments to facilitate her being able to set aside such amounts to pay for property taxes and homeowner's insurance.

Two (2) tax certificates have been issued by the Seminole County Tax collector. One (1) for the year 2007 in the amount of Two Thousand Four Hundred Twenty-Five and 11/100 Dollars (\$2,425.11) and one (1) for year 2008 in the amount of Two Thousand Two Hundred Thirty-two and 81/100 Dollars (\$2,232.81).

Reminders of "property taxes due" letters were mailed on December 30, 2008; April 6, 2009 and May 11, 2009. "Demand for payment" letter was mailed on May 12, 2009 and Ms. Mackeyroy contacted our office and a meeting was scheduled for July 22, 2009.

On July 22, 2009 a "Demand for payment" letter including options to cure the default was hand-delivered to Ms. Mackeyroy. Thereafter, on August 10, 2009 Ms. Mackeyroy was contacted by our Division Manager and client made a verbal promise of partial payment to the

Tax collector's office.

On September 1, 2009 the Community Assistance Division Manager sent Ms. Mackeyroy another letter attempting to amicably resolve the matter, again suggesting a quit claim deed back to the County in lieu of foreclosure, coupled with an offer for her being able to rent the home as her continued residence. To date, no response has been received, no evidence of a reinstatement of property insurance provided and the delinquent taxes have not been paid. Staff believes they have exhausted all reasonable means short of foreclosure to remedy this situation.

STAFF RECOMMENDATION:

Staff recommends the Board of County Commissioners to authorize the County Attorney's office to initiate a foreclosure action on residential property located 2411 Hartwell Avenue, Sanford, Florida 32771-4168.

ATTACHMENTS:

1. Mortgage
2. Foreclosure Prevention
3. Corrective Promissory Note
4. Letter - Demand for Payment

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

MARYANN MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05626 PGS 0741-0752
CLERK'S # 200503E202
RECORDED 02/24/2005 01:23:12 PM
MTG DOC TAX 523.20
RECORDING FEES 103.50
RECORDED BY D Thomas

This document was prepared by:
Arnold W. Schneider
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

This Mortgage is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2004)

T.M.

HENRY G. KELLEY, III
ATTORNEY AND COUNSELOR AT LAW
1120 W. FIRST STREET, SUITE B
SANFORD, FL 32771

SEMINOLE COUNTY
HOME OWNERSHIP AND REHABILITATION ASSISTANCE PROGRAM
MORTGAGE DEED

38
THIS MORTGAGE DEED is made and entered into this 23 day of February, 2005, by **Tameko L. Mackeyroy**, a single person (the "Mortgagor") whose current address is 2860 E. Slater Drive, Deltona, Florida 32738, in favor of Seminole County, a political subdivision of the State of Florida, (the "MORTGAGEE") whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771.

W I T N E S S E T H:

1. That for good and valuable consideration and in consideration of the sum of ONE HUNDRED FIFTY-ONE THOUSAND ONE HUNDRED SIXTEEN AND 50/100 DOLLARS (\$151,116.50) through the issuance of that certain SHIP Program Mortgage Promissory Note in the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) of even date herewith, attached hereto as Exhibit "A" and that certain SHIP Program Deferred Payment Promissory Note in the amount of ONE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED SIXTEEN AND 50/100 DOLLARS (\$136,116.50) of even date herewith and attached hereto as Exhibit "B" (collectively referred to herein as the "Promissory Notes"), the MORTGAGOR hereby grants, bargains, sells, promises, conveys, and confirms unto the MORTGAGEE all of the MORTGAGOR's interests in that certain parcel of real property lying situate in Seminole County, Florida, the legal description for which is as follows:

LOT 5, BLOCK 3, 3RD SECTION, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

T.M.

(the "Property").

2. To have and to hold the same, together with the tenements, hereditament and appurtenances thereto belonging, and the rents, issues, and profits thereof, unto the MORTGAGEE in fee simple.

3. The MORTGAGOR covenants with the MORTGAGEE that the MORTGAGOR is indefeasibly seized of said Property in fee simple; that the MORTGAGOR has good right and lawful authority to convey said land as aforesaid; that the MORTGAGOR will make such further assurances to perfect fee simple title to said land in the MORTGAGEE as may reasonably be required; that the MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the public records of Seminole County Florida and/or the title insurance policy issued in connection with MORTGAGOR's purchase of the Property.

4. MORTGAGOR further covenants to use the improved Property as her occupied residence and that the Property shall not be sold, leased, conveyed, transferred or refinanced for at least thirty (30) years from the date hereof except as may be otherwise provided in the Promissory Notes and applicable statutes and regulations. The Promissory Notes shall be on a parity with each other in all respects.

5. If the MORTGAGOR shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property, including this Mortgage, both of the Promissory Notes secured hereby and attached hereto as Exhibits "A" and "B", then this Mortgage and the estate hereby created with respect to said Promissory Notes, shall cease, determine, be deemed fully satisfied, forgiven, and be canceled on the thirtieth anniversary of the date of this Mortgage.

6. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any interest shall be due, and other sums of money provided for in both the Promissory Notes and this Mortgage.

7. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property.

8. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit, or suffer no waste, impairment, or deterioration of the Property or any part thereof, except for reasonable wear and tear.

9. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the MORTGAGEE per the written authorization of

E
T.M.
E

the MORTGAGEE. Said insurance policy or policies shall be held by and payable to the MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, that the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. The MORTGAGEE shall account to the MORTGAGOR for any surplus in such monies.

10. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGOR to promptly and fully comply with this Mortgage, the Promissory Notes secured hereby or any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGEE to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.

11. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage, or the associated Promissory Notes secured by this Mortgage, the MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

12. In the event of a foreclosure or voluntary sale, the MORTGAGEE shall have the right of first refusal to purchase the Property from the MORTGAGOR for the amount and on the terms specified in a written, firm contract between the MORTGAGOR and the prospective purchaser. MORTGAGEE shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase hereunder by sending written notice to the MORTGAGOR.

13. If any sum or money herein referred is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, condition, and covenant of this Mortgage and either of the Promissory Notes secured hereby are not fully performed, complied with, and abided by, then the entire principal balance and accrued interest then due on both Promissory Notes which is outstanding and unpaid shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable immediately, anything in said instruments or herein to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

14. MORTGAGOR shall not execute an assumption, or in any way transfer, assign, or convey its obligations under this Mortgage or either of the Promissory Notes secured hereunder without the express, prior written consent of MORTGAGEE.

E

T.M.

This document was prepared by:
Arnold W. Schneider
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

**This instrument is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2004)**

EXHIBIT "A"

**SEMINOLE COUNTY HOME OWNERSHIP and REHABILITATION ASSISTANCE PROGRAM
SHIP PROGRAM FIRST MORTGAGE PROMISSORY NOTE**

PRINCIPAL AMOUNT: FIFTEEN THOUSAND AND NO/100 DOLLARS
(\$15,000.00)

DATED DATE: 2/23, 2005

RATE OF INTEREST: TWO PERCENT (2.00%) PER ANNUM

MAKER: Tameko L. Mackeyroy
2860 E. Slater Dr.
Deltona, FL 32738

HOLDER: Seminole County Government
1101 East First Street
Sanford, FL. 32771

1. **FOR THE VALUE RECEIVED**, the undersigned promises to pay to the order of Seminole County, Florida, a political subdivision of the State of Florida, the principal amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) with interest of two percent (2%) per annum from the date hereof until maturity, said principal and interest being paid monthly, payable in lawful money of the United States of America at Seminole County Services Building, SHIP Program, 1101 E. First Street, Sanford, Florida 32771, or at such other address as the HOLDER from time to time may specify by written notice to the MAKER, the principal and interest to be paid at the dates and in the manner following:

(a) In three hundred sixty (360) equal, consecutive, monthly installments of FIFTY-FIVE AND 44/100 DOLLARS (\$55.44) each,

E T.M.

E

commencing with the payment of the first of said monthly installment on 2/23, 2005, and continuing with the payment of a like installment of Fifty-five and 44/100 Dollars (\$55.44) on the first day of each and every month thereafter, until all of the remaining principal, interest, and accumulated late charges due and owing, if any, shall be paid. Each payment shall be credited first to the interest due, and the remainder to the unpaid principal.

2. A delinquency and collection charge of each payment in the amount of five percent (5%) shall apply for any payment not in the hands of the HOLDER within fifteen (15) days after the date said payment is due.

3. This Note shall be construed and enforced according to the laws of the State of Florida and shall be secured by that Mortgage Deed of even date herewith on certain real property lying situate in the Seminole County, Florida and legally described as follows:

LOT 5, BLOCK 3, 3RD SECTION, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

4. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this instrument, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKER.

5. This Note and that certain SHIP Program Deferred Payment Promissory Note in the amount of ONE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED SIXTEEN AND 50/100 DOLLARS (\$136,116.50) of even date herewith and attached as Exhibit "B" to the Mortgage Deed (the "Deferred Payment Note") shall be of equal dignity in all respects, including particularly as to the security interest provided by the Mortgage Deed of even date herewith.

6. MAKER waives demand, protest, and notice of maturity, non-payment, or protest, and all other requirements necessary to hold it liable as a maker and endorser.

7. MAKER agrees to pay all costs of collections incurred by the HOLDER, including a reasonable attorney's fee, in case the principal of this First Mortgage Note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

8. An event of default hereunder shall be the failure of MAKER to comply with any terms or conditions of the Mortgage Deed, this instrument, or the Deferred Payment Note. Upon default in payment of any principal amount(s) when due, the whole sum of principal and

IN WITNESS WHEREOF, the MAKER has signed and sealed this instrument on the day and year first above written.

Barbara June Menke
Witness ~~Barbara June Menke~~

[Signature]
Witness ITANILY GREEN

By: Tameko L. Mackeyroy
TAMEKO L. MACKEYROY

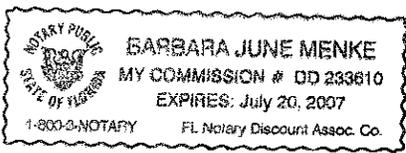
Date: 2-23-05

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 23 day of February, 2005, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared Tameko L. Mackeyroy, who is personally known to me or who has produced FL ID CARD, as identification and that she did take an oath.

[NOTARY SEAL]

Barbara June Menke
Notary Public/in for the
County and State above stated



This document was prepared by:
Arnold W. Schneider
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

T.M.

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

**This instrument is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2004)**

EXHIBIT "B"

**SEMINOLE COUNTY HOME OWNERSHIP and REHABILITATION ASSISTANCE PROGRAM
SHIP PROGRAM DEFERRED PAYMENT PROMISSORY NOTE**

PRINCIPAL AMOUNT: ONE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED
SIXTEEN AND 50/100 DOLLARS (\$136,116.50)

DATED DATE: 2/23, 2005

MATURITY DATE: 2/23, 2035

RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM

MAKER: Tameko L. Mackeyroy
2860 E. Slater Dr.
Deltona, FL 32738

HOLDER: Seminole County Government
1101 East First Street
Sanford, FL. 32771

1. FOR VALUE RECEIVED, MAKER promises to pay to the order of the HOLDER the sum of ONE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED SIXTEEN AND 50/100 DOLLARS (\$136,116.50) on 2/23, 2035, in lawful money of the United States, at 1101 East First Street, Sanford, Florida 32771, or at such other place as the HOLDER may designate in writing.

2. This Note is secured by that certain Mortgage of even date herewith given by MAKER on certain real property lying situate in Seminole County, Florida, and legally described as follows:

E T.M. E

7. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKER.

8. MAKER waives demand, protest, and notice of maturity, non-payment, or protest, and all other requirements necessary to hold it liable as a maker and endorser.

9. MAKER agrees to pay all costs of collections incurred by the HOLDER, including a reasonable attorney's fee, in case the principal of this Note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

10. This Note shall be construed and enforced according to the laws of the State of Florida; upon default in payment of the principal when due, the whole sum of principal and any other remaining unpaid amount hereunder shall, at the option of the HOLDER, become immediately due and payable.

11. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the MAKER has signed and sealed this instrument on the day and year first above written.

Barbara J Menke
Witness Barbara J Menke

[Signature]
Witness HARRY G. REID

By: Tameko L. Mackeyroy
TAMEKO L. MACKEYROY

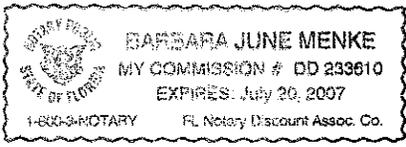
Date: February 23, 2005

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 23 day of February 2005, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared Tameko L. Mackeyroy, who is personally known to me or who has produced FL ID CARD, as identification and that she did take an oath.

[NOTARY SEAL]

Barbara June Menke
Notary Public in for the
County and State above stated





MARYANNE MORSE, CLERK OF CIRCUIT COURT
 SEMINOLE COUNTY
 BK 06674 Pgs 0317 - 325; (9pgs)
 CLERK'S # 2007062702
 RECORDED 04/27/2007 08:14:51 AM
 MTG DOC TAX 13.65

This document was prepared by:
 Arnold W. Schneider
 Assistant County Attorney
 County Attorney's Office
 Seminole County Government
 1101 East First Street
 Sanford, FL 32771

RECORDING FEES 78.00
 RECORDED BY H DeVore

Please return it to:
 Community Development Office
 534 W. Lake Mary Blvd.
 Sanford, FL 32773

**This instrument is given to
 Seminole County, Florida and
 is exempt from payment of the
 one time, nonrecurring tax
 pursuant to 199.183(1),
 Florida Statutes (2006)**

Agent #
 14160

**SEMINOLE COUNTY
 FORECLOSURE PREVENTION MORTGAGE DEED**

THIS MORTGAGE DEED is made and entered into this 26 day of April, 2007, by **TAMEKO MACKEYROY**, a single person, (the "MORTGAGOR"), whose current address is 2411 Hartwell Avenue, Sanford, Florida 32771, in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida (the "MORTGAGEE"), whose address is 534 W. Lake Mary Blvd., Sanford, Florida 32773.

W I T N E S S E T H:

1. That for good and valuable consideration and in particular the sum of THREE THOUSAND EIGHT HUNDRED FORTY FOUR AND 39/100 DOLLARS (\$3,844.39) through the issuance of that certain SHIP Program Foreclosure Prevention Second Mortgage Promissory Note in that amount and of even date herewith, attached hereto as Exhibit A (the "Second Mortgage Note") the MORTGAGOR hereby grants, bargains, sells, promises, conveys, and confirms unto the MORTGAGEE all of the MORTGAGOR'S interest in that certain parcel of real property located at 2411 Hartwell Avenue, Sanford, Florida 32771, the legal description and parcel identification number for which are as follows:

LOT 5, BLOCK 3, 3RD SECTION, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 36-19-30-524-0300-0050

(the "Property").

2. To have and to hold the same, together with the tenements, hereditaments, and appurtenances thereto belonging, and the rents, issues, and profits thereof unto the MORTGAGEE in fee simple.

@SANDY MCCANN

3. MORTGAGOR covenants with the MORTGAGEE that the MORTGAGOR are indefeasibly seized of said Property in fee simple; that the MORTGAGOR have good right and lawful authority to convey said land as aforesaid; that the MORTGAGOR will make such further assurances to perfect fee simple title to said land in the MORTGAGEE as may reasonably be required; that the MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the public records of Seminole County, Florida as of the date hereof and/or the title insurance policy issued in connection with MORTGAGOR purchase of the Property and/or granting of this Mortgage.

4. MORTGAGOR further covenants to use the improved Property as her occupied residence, and that the Property shall not be sold, leased, conveyed, transferred, or refinanced for at least FIVE (5) years from the date hereof except as may be otherwise provided in this Second Mortgage Note and applicable statutes and regulations.

5. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any, under this Mortgage and the Second Mortgage Note; provided, however, no payments shall be due so long as the Property remains occupied by the MORTGAGOR as her personal residence and the Property is not refinanced, leased, subleased, rented, transferred, or conveyed to any other persons.

6. If MORTGAGOR fully performs, complies with, and abides by each and every agreement, stipulation, condition, and covenant regarding the Property under this Mortgage and the Second Mortgage Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven, and be canceled on the fifth (5th) anniversary of the date of this Mortgage.

7. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium, or other sum of money payable, the MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable federal and state laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit, or suffer no waste, impairment, or deterioration of the Property or any part thereof except for reasonable wear and tear.

9. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less

than market value. Said insurance shall be made through a company or companies acceptable to the MORTGAGEE per the written authorization of the MORTGAGEE. Said insurance policy or policies shall be held by and be payable to MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, that the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. MORTGAGEE shall account to MORTGAGOR for any surplus monies received by MORTGAGEE.

10. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGOR to promptly and fully comply with this Mortgage, the Second Mortgage Note, any other agreements, stipulations, conditions, and covenants regarding the Property. Failure of MORTGAGEE to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.

11. In the event of a foreclosure or voluntary sale, the MORTGAGEE shall have the right of first refusal to purchase the Property from the MORTGAGOR for the amount and on the terms specified in a written, firm contract between the MORTGAGOR and the prospective purchaser. MORTGAGEE shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase hereunder by sending written notice to MORTGAGOR.

12. Subject to paragraph 6 hereof, if any sum or money referred to herein or in the Second Mortgage Note is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, condition, and covenant of either or both instruments are not fully performed, complied with, and abided by then the entire principal amount thereof, or the entire balance then due and outstanding, whichever is greater, shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything else in said instruments to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

13. MORTGAGOR shall not execute an assumption or in any way transfer, assign, or convey their obligations under this Mortgage and the Second Mortgage Note secured hereunder without the proper written consent of MORTGAGEE.

14. If all or any part of the Property or any interest is sold or transferred during the term of this Mortgage without notice to and consent from MORTGAGEE and in compliance with this Mortgage and the Second Mortgage Note, MORTGAGEE may require immediate payment in full of all sums due under said instruments and MORTGAGOR shall be considered in default under the terms of the Mortgage and MORTGAGEE shall have the right to initiate foreclosure procedures.

15. If the Property remains owner occupied and is not rented, leased, subleased, conveyed, sold, or otherwise transferred for a period of FIVE (5) years from the date hereof, then this SHIP Mortgage and the Second Mortgage Note secured thereby shall be forgiven in full and MORTGAGEE shall file a release and satisfaction in the Public Records of Seminole County, Florida. Conversely, if the Property shall not remain owner occupied for FIVE (5) years and is instead leased, subleased, rented, conveyed, or possession is otherwise transferred to any other person(s), said circumstances shall be an event of default and the entire amount due under this Mortgage and the Second Mortgage Note shall be immediately due and payable less any credit given to MORTGAGOR by virtue of the forgiveness and recapture provisions of the SHIP regulations and policies in effect at the time of such default.

16. In the event a first mortgagee, its successors, or assigns shall acquire the Property by foreclosure proceedings, or by a deed in lieu of foreclosure, any provisions in this Mortgage and the Second Mortgage Note and the Mortgage and Mortgage Note dated February 23, 2005, and restricting the uses of the Property, as well as any other liens and encumbrances created by such instruments, shall no longer be of any force or effect and such persons shall take title free and clear of all such restrictive covenants and liens.

17. This Mortgage shall be subordinate to the Seminole County Homeownership Assistance Program Mortgage and Mortgage Note(s) dated February 23, 2005, anything else herein or in the Second Mortgage Note to the contrary notwithstanding.

18. Whenever used, the terms MORTGAGOR and MORTGAGEE shall include all parties to this instrument, their heirs, successors, legal representatives, and assigns, and references to any Note shall mean all notes secured by this Mortgage if more than one exists.

IN WITNESS WHEREOF, the MORTGAGOR has executed her hand and seal on the day and year first above written.

Maria Sandica
Witness

Marisol Santiago
Print Name

[Signature]
Witness

Jorge Martin
Print Name

[Signature]
TAMEKO L. MACKEYROY

This document was prepared by:
Arnold W. Schneider
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**This Instrument is given to
Seminole County, Florida and
is exempt from payment of the
one time, nonrecurring tax
pursuant to 199.183(1),
Florida Statutes (2006))**

EXHIBIT A

**SEMINOLE COUNTY FORECLOSURE PREVENTION
SHIP PROGRAM DEFERRED PAYMENT SECOND MORTGAGE PROMISSORY NOTE**

PRINCIPAL AMOUNT: THREE THOUSAND EIGHT HUNDRED FORTY-FOUR AND
39/100 DOLLARS (\$3,844.39)

DATED DATE: April 26, 2007

MATURITY DATE: April 26, 2012

RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM

MAKER: Tameko Mackeyroy
2411 Hartwell Avenue
Sanford, FL 32771

HOLDER: Seminole County Government
1101 East First Street
Sanford, FL 32771

1. FOR VALUE RECEIVED, MAKER promises to pay to the order of the HOLDER the sum of THREE THOUSAND EIGHT HUNDRED FORTY-FOUR AND 39/100 DOLLARS (\$3,844.39) on April 26, 2012, in lawful money of the United States, at 534 W. Lake Mary Blvd., Sanford, Florida 32773, or at such other place as the HOLDER may designate in writing.

2. This Second Mortgage Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKER on certain real property, the mailing address of which is 2411 Hartwell Avenue, Sanford, Florida 32771, the legal description and parcel identification number for which are as follows:

LOT 5, BLOCK 3, 3RD SECTION, DREAMWOLD, ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70 OF THE
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 39-19-30-524-0300-0050

(the "Property").

Said security interest enjoyed by this Note shall be junior and subordinate in all respects to a valid, first mortgage lien on the Property.

3. If the MAKER fails to use the Property in the manner as required by this instrument and the attached Mortgage, or shall be in default for any of the reasons set forth below, then all outstanding sums due under this Note shall become immediately due and payable in full, less any applicable forgiveness of the amount then due by virtue of the recapture provisions of the SHIP Plan regulations and policies in force at the time of said event of default.

4. MAKER shall use the proceeds of this Note only for the purposes of foreclosure prevention on the Property in the manner as represented to the Mortgagee. Failure of MAKER to use the Note proceeds in said fashion shall be an event of default hereunder and under the Mortgage.

5. An event of default shall include the following:

(a) Failure to use the Note proceeds in accordance with paragraph 4, above.

(b) Failure to pay the outstanding principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is refinanced, rented, leased, subleased, sold, transferred, conveyed, or transferred or MAKER otherwise ceases to occupy the Property as their residence prior to the maturity date, or the expiration of the FIVE (5) year Affordability Period, as defined in the SHIP regulations, applicable statutes, regulations or policies unless the obligation shall have been otherwise forgiven or satisfied.

(c) Sale, leasing, renting or otherwise conveying or refinancing of the property within FIVE (5) years of the date of execution of this Note and the Mortgage securing it.

(d) The destruction or abandonment of the improvements on the subject Property by MAKER or her successors.

(e) Failure to pay applicable property taxes on the Property and improvements.

(f) Failure to maintain adequate hazard insurance on the Property and improvements.

(g) Failure to comply with the terms, conditions, and use restrictions of this Note and the accompanying SHIP Mortgage Deed of even date herewith, the terms of which are incorporated herein by reference.

(h) Failure to comply with the terms of the first mortgage on the Property.

6. The unpaid principal amount of this Note shall be reduced to zero (0) on April 26, 2012, or such other date as may be allowed by applicable regulations or governing statutes, provided that the MAKER has met all of the terms and conditions regarding use and occupancy of the Property as set forth herein and in the accompanying Mortgage.

7. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKER.

8. MAKER waives demand, protest, and notice of maturity, non-payment, or protest, and all other requirements necessary to hold it liable as MAKER and endorser.

9. MAKER agrees to pay all costs of collections incurred by the HOLDER, including a reasonable attorney's fee, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

10. This Note shall be construed and enforced according to the laws of the State of Florida. Upon default in payment of the principal when due, the whole sum of principal and any other remaining unpaid amount hereunder shall, at the option of the HOLDER, become immediately due and payable.

11. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the MAKER has signed and sealed this instrument on the day and year set forth below:

Marcos Santiago

Witness

Marisol Santiago

Print Name

[Signature]

Witness

Jorge Martin

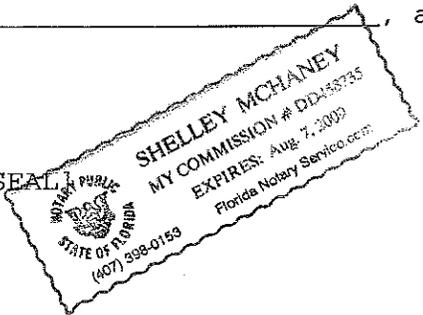
Print Name

Tameko Mackeyroy
TAMEKO L. MACKEYROY

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 26 day of April, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared TAMEKO L. MACKEYROY, who is personally known to me or who produced _____ as identification.

[NOTARY SEAL

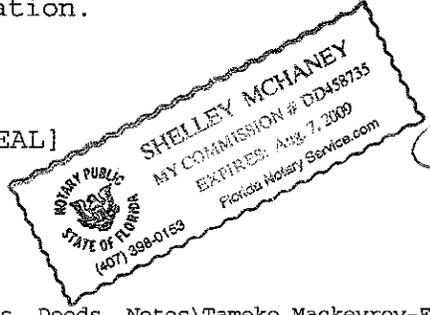


Shelley McHaney
Notary Public signature

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 26 day of April, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared TAMEKO L. MACKEYROY, who is personally known to me or who produced _____, as identification.

[NOTARY SEAL]



Shelley Mchaney
Notary Public signature

AWS/jjr
4/20/07
2007 Mortgages, Deeds, Notes\Tameko Mackeyroy-FC Prevention.doc

MA...INE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07007 Pgs 0907 - 911; (Spgs)
CLERK'S # 2008065984
RECORDED 06/06/2008 01:27:14 PM
RECORDING FEES 44.00
RECORDED BY v users

This document was prepared by:
Arnold W. Schneider
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**This Instrument is given to
Seminole County, Florida and
is exempt from payment of the
nonrecurring tax
pursuant to 199.183(1),
Florida Statutes (2007)**

Michelle Laverde - Comm Dev

**SEMINOLE COUNTY HOME OWNERSHIP and REHABILITATION ASSISTANCE PROGRAM
CORRECTIVE PROMISSORY NOTE**

**PRINCIPAL AMOUNT: FIFTEEN THOUSAND AND NO/100 DOLLARS
(\$15,000.00)**

DATED DATE: February 23, 2005

MATURITY DATE: February 23, 2035

RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM

**MAKER: Tameko L. Mackeyroy
2860 E. Slater Dr.
Deltona, FL 32738**

**HOLDER: Seminole County Government
1101 East First Street
Sanford, FL. 32771**

THIS AMENDED PROMISSORY NOTE IS CORRECTIVE OF THAT CERTAIN SEMINOLE COUNTY HOME OWNERSHIP AND REHABILITATION ASSISTANCE PROGRAM SHIP PROGRAM PROMISSORY NOTE (THE "ORIGINAL NOTE") ATTACHED AS EXHIBIT "A" TO THAT SEMINOLE COUNTY HOME OWNERSHIP ASSISTANCE PROGRAM MORTGAGE DEED AND PROMISSORY NOTES (THE "MORTGAGE"), COLLECTIVELY RECORDED IN OFFICIAL RECORDS BOOK 5626, PAGES 0741 THROUGH 0752, INCLUSIVE OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. SAID AMENDMENT RESTRUCTURES ALL OF THE ORIGINAL NOTE'S SCHEDULED MONTHLY AMORTIZATION PAYMENTS INTO A ZERO PERCENT (0%) INTEREST, LUMP SUM, DEFERRED PAYMENT, DUE AND PAYABLE AT THE STATED MATURITY DATE UNLESS FORGIVEN BY THE

HOLDER IN ACCORDANCE WITH PARAGRAPH 5 OF THE MORTGAGE DEED. THIS AMENDED PROMISSORY NOTE SHALL BE SECURED BY THE MORTGAGE DEED IN THE SAME MANNER AND PRIORITY AS THE ORIGINAL NOTE.

1. **FOR THE VALUE RECEIVED**, the undersigned promises to pay to the order of Seminole County, Florida, a political subdivision of the State of Florida, the principal amount of **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00)** with interest of **zero percent (0%) per annum** from the date hereof until maturity, payable in lawful money of the United States of America at SHIP Program, 534 W. Lake Mary Blvd., Sanford, Florida 32773, or at such other address as the HOLDER from time to time may specify by written notice to MAKERS, the principal and interest to be paid on **February 23, 2035** unless otherwise forgiven pursuant to paragraph 5 of the Mortgage Deed.

2. A delinquency and collection charge of each payment in the amount of five percent (5%) shall apply for any payment not in the hands of the HOLDER within fifteen (15) days after the date said payment is due.

3. This Note shall be construed and enforced according to the laws of the State of Florida and shall be secured by that Mortgage Deed of even date herewith on certain real property lying situate in the Seminole County, Florida and legally described as follows:

LOT 5, BLOCK 3, 3RD SECTION, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

4. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this instrument, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKER.

5. This Note and that certain SHIP Program Deferred Payment Promissory Note in the amount of ONE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED SIXTEEN AND 50/100 DOLLARS (\$136,116.50) of even date herewith and attached as Exhibit "B" to the Mortgage Deed (the "Deferred Payment Note") shall be of equal dignity in all respects, including particularly as to the security interest provided by the Mortgage Deed of even date herewith.

6. MAKER waives demand, protest, and notice of maturity, non-payment, or protest, and all other requirements necessary to hold it liable as a maker and endorser.

7. MAKER agrees to pay all costs of collections incurred by the HOLDER, including a reasonable attorney's fee, in case the

principal of this First Mortgage Note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

8. An event of default hereunder shall be the failure of MAKER to comply with any terms or conditions of the Mortgage Deed, this instrument, or the Deferred Payment Note. Upon default in payment of any principal amount(s) when due, the whole sum of principal and remaining unpaid interest hereunder shall, at the option of the HOLDER, become immediately due and payable.

9. If the MAKER fails to use the Property in the manner as required by this instrument or the Mortgage Deed, or shall be in default for any of the reasons set forth below, then all outstanding sums due under both Promissory Notes shall become immediately due and payable in full, less any applicable forgiveness of the amount then due by virtue of the recapture provisions of the SHIP Plan regulations in force at the time of said event of default.

10. An event of default shall include the following:

(a) Failure to pay the principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is sold, transferred, or conveyed prior to the maturity date, or the expiration of the thirty (30) Affordability Period, as defined in the SHIP Plan regulations or applicable statutes, unless the obligation shall have been otherwise forgiven or satisfied.

(b) The sale, transfer, or refinancing of the subject Property, within thirty (30) years of execution of this Note, by MAKER or MAKER's successors.

(c) Leasing or renting of the Property within thirty (30) years of the date of execution of this Note, the Mortgage Deed, and the Deferred Payment Note.

(d) The destruction or abandonment of the Property by MAKER or her successors.

(e) Failure to pay applicable property taxes on the Property and improvements.

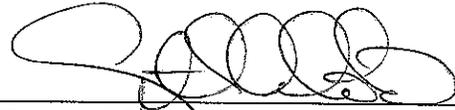
(f) Failure to maintain adequate hazard insurance on the Property and improvements.

(g) Failure to comply with the terms and conditions of the accompanying Mortgage Deed or the Deferred Payment Note, both of even date herewith.

The foregoing amended instrument is hereby approved and accepted by HOLDER, Seminole County Government as evidenced by the execution of HOLDER's County Manager pursuant to section 1.10E, Seminole County Administrative Code.


Witness
SHARON D PETERS

Print Name
Helen Endicott
Witness
HELEN ENDICOTT
Print Name



CYNTHIA A. COTO
County Manager

CERTIFIED MAILFOURTH REQUEST**FILE COPY**

September 1, 2009

Ms. Tameko Mackeyroy
2411 Hartwell Avenue
Sanford, Florida 32771-4168

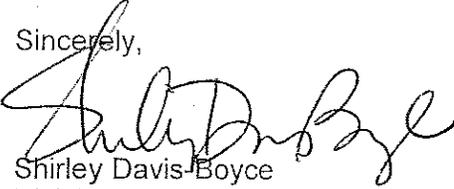
Dear Ms. Mackeyroy:

As a result of our telephone conversation on August 10, 2009, it was agreed that your 2007 property taxes in the amount of \$2,425.11 would be paid by August 31, 2009. We received your voicemail in reference to your inability to make the 2007 property taxes payment. We have continued to work diligently with you in order to comply with your property taxes and no payment has been made for 2007 or 2008 and tax certificates have been issued. Please be advised that the remaining options will be honored only until the close of business day of Tuesday, September 8, 2009:

- 1) You now have the option to quit claim deed the real estate property to Seminole County in lieu of foreclosure *but with the option to rent said real property*. Please take note that the monthly rent will be established by the subcontractor selected to manage the property at that time; or
- 2) You have the option to quit claim deed the real estate property to Seminole County in lieu of foreclosure.

If property taxes are not paid by the above-referred date or you have not selected neither of the above-mentioned two (2) options, this office will seek request to proceed with foreclosure action from the Board of County Commissioners in their October 13, 2009 meeting. Finally, please be advised that Seminole County is attempting to collect a debt owed to the County and any information acquired will be used for that purpose. If you have any questions, please contact Ms. Josie Delgado, Customer Service Specialist, at (407) 665-2381.

Sincerely,



Shirley Davis-Boyce
Division Manager

/jd

c: Arnold W. Schneider, Esq., Assistant County Attorney
Via First Class Mail

8/12/2009 4:27:25 PM

Do not use this information for a title search. Current and historical legal descriptions may differ

****TAXES UNPAID - TAX CERTIFICATE ISSUED****

Parcel:	36-19-30-524-0300-0050	Owner & Mailing Address:	
Tax Year:	2008	MACKEYROY TAMEKO L	
Tax Bill #:	016976	2411 HARTWELL AVE	
		SANFORD FL 32771	
Total Assessed Value :	\$142,901	Property Address:	
		2411 HARTWELL AVE	
Taxable Value:	\$117,901		
Gross Tax Amount:	\$1,948.52		
Millage Code:		Legal Description:	
Exemptions Granted:		LEG LOT 5 BLK 3 3RD SEC DREAMWOLD	
		PB 4 PG 70	
Homestead:	YES		
Additional Exemptions:	YES		
Non-Ad Valorem Assessments:	*NONE*		

Note: Property Appraiser's tax bill information amount shown does not include any non advalorem assessments.

Current Tax: TAXES UNPAID - A TAX CERTIFICATE WAS ISSUED ON 05-29-09 . PLEASE SEE UNPAID DELINQUENT TAXES* SECTION BELOW FOR AMOUNT DUE. CERTIFIED FUNDS ONLY.

Information below reflects the 2008 tax bill discounted and gross amounts.

NOV 30	DEC 31	JAN 31	FEB 28	MAR 31
\$1,870.58		\$1,909.55	\$1,929.03	\$1,948.52
\$1,890.06				

Other Comments:

Prior Years Unpaid Delinquent Taxes:

Year	Cert #	Current Payoff	*If Received By:	Next Payoff	*If Received By:	Next Payoff	*If Received By:
2007	2008 1011	\$2,425.11	08-31-2009	\$2,425.11	09-30-2009	\$2,425.11	10-31-2009
2008	2009 1137	\$2,232.81	08-31-2009	\$2,232.81	09-30-2009	\$2,232.81	10-31-2009

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: CDBG-R Subrecipient Agreement with The Housing Authority of the City of Sanford

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: Michele Saunders

CONTACT: Pamela Martin

EXT: 2302

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the CDBG-R Subrecipient Agreement between Seminole County and the Housing Authority of the City of Sanford for infrastructure improvements at both its Redding Gardens and Castle Brewer Court public housing complexes.

District 5 Brenda Carey

Rick Soto-Lopez

BACKGROUND:

On June 2, 2009 the County amended its 2008-2009 One-Year Action Plan of the 2005-2009 Consolidated Plan to add \$648,202 in CDBG-R funding authorized by the American Recovery and Reinvestment Act of 2009 (ARRA). The funding is distributed among four specific activities:

- Jamestown Street Rehabilitation -- \$128,367
- Castle Brewer Court Sanitary Sewer Rehabilitation -- \$280,000
- Redding Gardens Luminary Infrastructure Rehabilitation -- \$175,015
- Planning and administration -- \$64,820

Both the Castle Brewer Court and Redding Gardens activities are under the auspices of the Housing Authority of the City of Sanford as a subrecipient, and both activities are proposed to be combined into a single subrecipient agreement (attached), due to similar construction schedules. Both activities serve public housing complexes, which house only lower income households.

The Castle Brewer Court activity will rehabilitate the existing sanitary sewer system, which is very old and is plagued by extensive root damage and deterioration. The Redding Gardens activity will replace street and exterior building lighting to enhance public safety. Both projects will follow Federal guidelines (including ARRA emphases) regarding procurement, labor laws, and the use of American-made products.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the CDBG-R Subrecipient Agreement between Seminole County and the Housing Authority of the City of Sanford for infrastructure

improvements at both its Redding Gardens and Castle Brewer Court public housing complexes.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

**CDBG-R SUBRECIPIENT AGREEMENT BETWEEN SEMINOLE COUNTY AND
THE HOUSING AUTHORITY OF THE CITY OF SANFORD, FLORIDA**

THIS AGREEMENT, entered into this _____ day of _____, 2009,
by and 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 **THE HOUSING AUTHORITY OF THE
CITY OF SANFORD, FLORIDA**, a public body corporate under the laws of the
State of Florida, whose mailing address is 92 Castle Brewer Court,
Sanford, Florida 32772-2349, hereinafter referred to as "AUTHORITY".

W I T N E S S E T H:

MT
WHEREAS, COUNTY has made application and entered into a contract
with the United States Department of Housing and Urban Development,
hereinafter referred to as "HUD," pursuant to The American Recovery and
Reinvestment Act of 2009 ("ARRA")  which Federal legislation provides
substantial supplemental Community Development Block Grant funding to
enhance economic recovery and designated as the CDBG-R Program; and

WHEREAS, pursuant to the CDBG-R Program guidelines, the COUNTY is
undertaking certain activities to develop a viable community,
including, but not limited to, a suitable living environment and
improved quality of life, principally for persons of low and moderate
income, as described in the COUNTY's Community Development Block Grant
Program generally and the CDBG-R Program in particular; and

WHEREAS, COUNTY and AUTHORITY have mutually determined that public
investment in essential infrastructure in the form of street lighting
improvements for AUTHORITY's Redding Gardens Housing Complex, a
residential rental property located at 400 South Locust Avenue,

Sanford, Florida and rehabilitation of the wastewater collection system within the AUTHORITY's Castle Brewer Court Housing Complex located at 94 Castle Brewer Court, Sanford Florida will provide enhanced personal safety and a cleaner physical environment for the AUTHORITY's residents; and

WHEREAS, COUNTY and AUTHORITY have further determined that it serves a desirable and needed public purpose to proceed with the Projects described herein and that it is consistent with the objectives of the CDBG-R Program as approved by HUD; and

105
WHEREAS, the COUNTY has allocated up to FOUR HUNDRED FIFTY-FIVE THOUSAND FIFTEEN AND NO/100 DOLLARS (\$455,015.00) of its CDBG-R Program funds for the Projects as described herein,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained ~~herein~~ and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

Section 2. Definitions.

(a) "CS Administrator" means the Seminole County Community Services Director or the Community Assistance Division Manager acting through and on behalf of the Director.

(b) "CDBG Program" means the Seminole County Community Development Block Grant Program.

(c) "CDBG-R Program" means the Seminole County Community Development Block Grant Recovery Program as enacted by Congress as part of the ARRA.

(d) "CDBG Regulations" means 24 CFR Part 570 enacted under the authority of Title 42 United States Code, sections 5301, et seq., as supplemented by ARRA and regulations promulgated and yet to be promulgated under said legislation.

(e) "County Approval" means written approval by the CS Administrator or the Seminole County Board of County Commissioners ("BCC") as may be necessary from time to time.

AM
(f) "HUD" shall mean the United States Department of Housing and Urban Development.

(g) "Low and Moderate Income" means gross household income from all sources not to exceed ~~eighty~~ ^{eighty} percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(h) "Project" or "Projects" means the street lighting improvements for AUTHORITY's residential rental property known as the Redding Gardens Housing Complex located at 400 South Locust Avenue, Sanford, Florida (the "Redding Gardens Project") and rehabilitation of the wastewater collection system within the property boundaries of the AUTHORITY's Castle Brewer Court Housing Complex located at 94 Castle Brewer Court, Sanford, Florida (the "Castle Brewer Project"). The Projects are more particularly described in Exhibit "A" (General Scope of Services), which is hereby incorporated into this Agreement by reference.

Section 3. Statement of Work.

(a) AUTHORITY, in a manner satisfactory to the COUNTY, shall perform all Project tasks and services, except as may be otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of AUTHORITY.

MS
(b) The parties recognize and agree that the purpose of this Agreement is to reimburse the cost of providing professional construction/installation services and materials for the Projects and that this Agreement is directly related to the implementation of the CDBG-R Program. Where service expenses are authorized by the COUNTY as set forth in the Project Budgets, attached hereto and incorporated herein as Exhibit "B", those expenses shall be specifically itemized by the type and hours or dollars expended or as otherwise required by applicable laws, rules and regulations. ~~All~~ charges and expenses shall be specifically and directly related to AUTHORITY's implementation of the CDBG-R Program activities funded under this Agreement and for no other purpose.

(c) Both Projects shall be scheduled and completed according to the following schedule which shall be strictly adhered to by AUTHORITY:

By October 15, 2009	Meet with COUNTY Project Manager to review terms of Agreement
By December 1, 2009	Complete all engineering and architectural design and plan documents and obtain COUNTY Approval thereof
By December 15, 2009	Publish Advertisement for Project Bids
By January 15, 2010	Award all construction bids

By February 15, 2010

Commence construction

By July 31, 2010

Complete construction, obtain final inspections and submission to COUNTY of final statement of all costs not previously invoiced.

BS

Section 4. Term. This Agreement shall commence upon its execution by both parties hereto and shall terminate on August 31, 2010, to allow for final reporting, payments and closeout unless extended by formal amendment hereto. All Project services shall be fully performed by AUTHORITY no later than July 31, 2010, in accordance with applicable requirements of HUD and this Agreement with reimbursement contingent thereupon unless this Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. The foregoing notwithstanding, sections 10, 12, 13, 16, 21 and 22 shall survive the expiration or termination of this Agreement.



Section 5. Payments.

(a) The COUNTY shall reimburse AUTHORITY for funds paid to the contractors, subcontractors, and vendors selected by AUTHORITY to provide goods and services under this Agreement in accordance with the Project Budget. Requests for payment must be submitted on the form attached hereto as Exhibit "C", along with other required documentation.

(b) The COUNTY has allocated FOUR HUNDRED FIFTY-FIVE THOUSAND FIFTEEN AND NO/100 DOLLARS (\$455,015.00) of its CDBG-R Program funds for AUTHORITY's performance of this Agreement. The COUNTY will reimburse AUTHORITY for the services rendered under this Agreement up to but not exceeding FOUR HUNDRED FIFTY-FIVE THOUSAND FIFTEEN AND NO/100 DOLLARS

(\$455,015.00). Said funds shall be applied to the Projects in such amounts up to but not exceeding the following allocations:

- (i) For the Redding Gardens Project: ONE HUNDRED SEVENTY-FIVE THOUSAND FIFTEEN AND NO/100 DOLLARS (\$175,015.00);
- (ii) For the Castle Brewer Project: TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$280,000.00).

In the event that AUTHORITY does not require the full amount of FOUR HUNDRED FIFTY-FIVE THOUSAND FIFTEEN AND NO/100 DOLLARS (\$455,015.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CS Administrator reserves the right to reallocate any such remaining, excess, unencumbered, or unused funds to other COUNTY CDBG-R Program funded projects. Any such excess, unused or unencumbered funds shall be returned to COUNTY within thirty (30) days.

MS
(c) In no event shall the COUNTY reimburse AUTHORITY for goods and services provided by its contractors, subcontractors or vendors until all such goods and services rendered are invoiced along with sufficient, supporting documentation, approved in writing by AUTHORITY's Executive Director and until same shall have received COUNTY approval.

(d) In order to process payment requests, AUTHORITY shall submit to the COUNTY a copy of the invoice signed by the vendor or entity requesting payment and AUTHORITY's Executive Director. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with original or true and correct copies of invoices, all of which must accompany a completed Request for Payment Form, a copy of which is attached as Exhibit "C" hereto and incorporated herein by reference.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to AUTHORITY. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if AUTHORITY, its vendors, contractors and subcontractors have performed services in full compliance with all HUD requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY to AUTHORITY within thirty (30) days of its receipt of payment request unless the COUNTY shall in good faith and for reasonable cause, dispute the pending request.

M
(f) Within thirty (30) days after completion of all services to be performed under this Agreement, but in no event later than July 31, 2010, AUTHORITY shall render a final and complete statement to the COUNTY of all costs for goods and services ~~not~~ previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of AUTHORITY not properly invoiced and received by COUNTY within said time frame. However, such time period and the term of this Agreement may be extended at the discretion of the CS Administrator for one (1) additional thirty (30) day period by written notice to AUTHORITY, provided that any delay in submission is not occasioned by fault or negligence of AUTHORITY, as determined by the COUNTY.

(g) Any Project related goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, shall not be reimbursed by the COUNTY unless the CS Administrator has issued prior, written approval of such goods or services.

(h) AUTHORITY shall not be reimbursed for any acquisition, purchase, donation, or receipt of any interest in real property, or benefits derived from an owner of any real property, unless AUTHORITY has first received written authorization from the CS Administrator. Any such activities utilizing funds derived under this Agreement without COUNTY approval is strictly prohibited and may result in termination of this Agreement.

AM

Section 6. Compliance With Federal, State, and Local Law and Regulations. AUTHORITY shall comply with all Federal, State, and local laws and regulations in its performance of this Agreement. It is further understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) **Uniform Administrative Requirements:** 24 CFR, Section 570.610 imposing uniform administrative ~~requirements~~  and cost principles on recipients and subrecipients, including particularly, as contained in 24 CFR Parts 84 and 85; 24 CFR Section 570.502; United States Office of Management and Budget ("OMB") Circulars A-87 ("Cost Principles For State, Local and Indian Tribal Governments"), A-102 ("Grants and Cooperative Agreements With state and Local Governments") and A-133 ("Audits of State and Local Governments and Non- Profit Organizations").

(b) **Other Federal Program Requirements:** AUTHORITY shall also comply with all other applicable regulations in 24 CFR 570, including particularly Subpart K thereof (§§ 570.600-570.614, both inclusive). Said regulations shall include the following Sections:

(i) 570.600 - Decrees that the Secretary of HUD will apply the provisions of Subpart K as being applicable to all grants made under the CDBG program.

(ii) 570.601 - Requires adherence to Public Law 88-352, ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing");

(iii) 570.602 - Prohibits discrimination on the basis of race, sex or age for activities under the program;

(iv) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with Section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, et seq. (the "Act").

AMT
(v) 570.604 - Refers grant recipients to Section 104(g) of the Act and 24 CFR Part 58 for these regulations and procedures aimed at furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, AUTHORITY shall not assume the COUNTY's environmental responsibilities, as described in 24 CFR Sec. 570.604 "Environmental Standards", nor the COUNTY's responsibility to initiate an environmental review process. However, AUTHORITY is not exempt from performing site-specific environmental reviews in accordance with State and local regulations, nor is AUTHORITY released from any environmental pollution that it may cause or have caused and AUTHORITY shall assume full liability therefore.

(vi) 570.605 - Governs participation in the National Flood Insurance Program pursuant to Section 202(a) of the Flood Disaster Protection Act of 1973 and 44 CFR Parts 59 through 79.

(vii) 570.606 - Requires that grant recipients and subrecipients adopt and utilize policies that best assure minimizing displacement of persons, families, businesses, farms and non-profit organizations from areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655.

(viii) 570.607 - Applies Executive Orders 13279 as well as 11246, the latter being amended by Executive Orders 11375, 11478, 12086 and 12107 prohibiting racial, gender, ethnic or religious discrimination in employment during the performance of federally assisted construction projects.

MS
(ix) 570.608 - Applies the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856) to all grant funded activities.

(x) 570.609 - Prohibits the use of debarred, suspended or ineligible contractors or other subrecipients on grant funded projects.

(xi) 570.611 - Establishes the bidding requirements, the code of conduct and conflict of interest provisions applicable for the procurement of goods and services and post award contract administration relative to activities funded under 24 CFR Part 570.

(xii) 570.612 - Requires adherence to any State imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer and storm water facilities.

(xiv) 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain resident, newly legalized aliens.

(xv) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218 and 225).

(xvi) The American Recovery and Reinvestment Act of 2009 ("ARRA") which provided supplemental funding for the CDBG-R Program including all regulations which have been or will be promulgated pursuant to such legislation and which apply to the Projects or the CDBG-R Program generally.

AM

(c) **Compliance With State  and Local Laws and Regulations:** During the execution and implementation of this Agreement, AUTHORITY shall comply with all applicable State and local laws, regulations and ordinances, including, but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees". AUTHORITY shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its employees pursuant to Section 112.312(15), Florida Statutes.

(2) Chapter 119, Florida Statutes - Public Records.

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY

personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

(4) AUTHORITY shall comply with the "Local Relocation and Antidisplacement Policy" (the "Policy") as adopted by the COUNTY. Should AUTHORITY's performance during this Agreement necessitate, as determined by applicable Federal regulations, compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), AUTHORITY shall immediately notify COUNTY accordingly. Upon such notification, COUNTY shall implement and administer all requirements of the Policy and the Act pursuant to this Agreement. The parties agree that should the aforementioned occur, COUNTY shall use funds budgeted in Exhibit "B" to pay for relocation and displacement costs required hereunder.

DS
Section 7. Project Publicity. Any news release, Project sign, or other type of publicity pertaining to the Projects described herein shall recognize the BCC as the recipient of funding by HUD and providing funds to AUTHORITY.

Section 8. Management Assistance. The CS Administrator shall be available to AUTHORITY to provide guidance on HUD requirements.

Section 9. Reporting Requirements. AUTHORITY shall fully complete and provide to the CS Administrator a monthly report, attached hereto and incorporated herein as Exhibit "D", summarizing the activities and progress of the Projects under construction and all bid information and construction summaries. AUTHORITY shall provide the monthly reports as part of the financial reimbursement process no later than the 15th day of each month. Failure by AUTHORITY to submit a monthly report shall allow the COUNTY to withhold payment on the pending and future requests for

payment submitted by AUTHORITY until the required monthly report is submitted as mandated herein. The COUNTY shall have access to, and be provided copies and transcripts of, any records necessary in the sole determination of the COUNTY or HUD to accomplish this obligation.

Section 10. Maintenance of Records.

(a) AUTHORITY shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no less than five (5) years from the date of the final Project audit or such longer period as may be required by Federal or State law. This requirement shall include:

(1) All accounts, property and personnel records, as deemed necessary by the COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.

(2) Financial records  regarding the following:

(A) invoices, receipts and cancelled checks of all items purchased by AUTHORITY pursuant to this Agreement;

(B) bills and invoices for all services purchased by AUTHORITY pursuant to this Agreement;

(C) force account construction including the records indicating name, position, number of hours and total labor costs; and

(D) all capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), including a description, model, serial number, and date and cost of acquisition.

(b) AUTHORITY shall perform or cause to be performed an annual audit and provide copies of such audits to the CS Administrator within thirty (30) days of its completion. If AUTHORITY receives more than FIVE

HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) from all Federal sources in any fiscal year, such audit shall comply with OMB Circular A-133 and be provided to the CS Administrator in a timely manner.

(c) All records and contracts, of whatsoever type or nature, required by this Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of this Agreement made by any Federal, State or local agency.

Section 11. Subcontracts, Subcontractors and Performance Bonds.

MT
(a) All contracts made by AUTHORITY to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules and regulations set forth in this Agreement. Only subcontracts for work or services as set forth in Exhibit ~~A~~ are authorized by this Agreement. Any further work or services which AUTHORITY wishes to subcontract must be approved in writing by the CS Administrator and may not exceed the financial restraints forth in Section 5 of this Agreement.

(b) AUTHORITY shall remain fully responsible for the adequacy of goods and services rendered by subcontractors, vendors or other professional associates. All subcontractors or other outside professionals retained by AUTHORITY shall be pre-approved by COUNTY before AUTHORITY enters into any contract with such outside subcontractors or vendors. AUTHORITY shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. Approval or disapproval shall be in writing and signed by the CS Administrator. AUTHORITY shall also be fully responsible for the prompt payment of

such vendors, contractors and subcontractors and for prompt removal of any liens that may be filed by such persons. All subcontractors and other vendors utilized by AUTHORITY shall be properly licensed and insured. Proof of such insurance shall be supplied in connection with any request for COUNTY approval of subcontractors.

(c) All contractors and subcontractors hired or retained by AUTHORITY shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services comprising the Project. For the duration of the term hereof, AUTHORITY shall furnish COUNTY with a copy of the subject performance bond(s) in the required amounts. To the extent any special increase in Project costs is approved by COUNTY, said bond shall be increased accordingly before any such additional work commences. The performance bond shall be effective no later than the date AUTHORITY enters into a binding agreement for the contracted goods and services and before the commencement of any work under those contracts. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of the goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, AUTHORITY shall, at its own expense, if necessary and within fifteen (15) days after receipt of notice from

COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

Section 12. Liability to Third Parties. Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the services AUTHORITY has agreed to perform hereunder, or for debts or claims accruing to such parties against AUTHORITY. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods or materials to AUTHORITY as a result of this Agreement, including the contractors, subcontractors and vendors who may from time to time be employed by AUTHORITY.

Section 13. Indemnification.

(a) Subject to paragraph ~~13(c)~~ below, AUTHORITY shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the following: loss of any monies paid to AUTHORITY or whomsoever, resulting out of AUTHORITY's fraud, defalcation, dishonesty, or failure of AUTHORITY to comply with applicable laws or regulations; any act or omission of AUTHORITY in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the construction of the Project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to AUTHORITY by registered or certified mail addressed to AUTHORITY at the address provided hereinafter. Upon receiving such notice, AUTHORITY, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in AUTHORITY's defense of any such action, suit or proceeding.

Ant
(c) The provisions of Section 768.28, Florida Statutes, shall govern all matters of tort liability and limitations on damages for both parties and nothing in this Agreement shall be construed as a waiver of the sovereign immunity or of the limits on damages beyond the amount expressed in said Statute, anything else in this section or elsewhere in this Agreement to the contrary notwithstanding.

Section 14. Insurance. AUTHORITY shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable Federal, State and local regulations and is adequate and sufficient to insure all activities performed pursuant to this Agreement against property damage or loss, human injury and other casualty.

Section 15. Non-Assignability. Neither party shall assign this Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 16. Program Income. In the event that any program income as defined in 24 CFR 570.500(a) is received by AUTHORITY as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the term of this Agreement, AUTHORITY shall immediately render such program income to the COUNTY for proper accounting in the CDBG fund in accordance with 24 CFR §§ 570.503(b)(3) and 570.504.

MS
Section 17. Non-Expendable Property. Any non-expendable personal property acquired by AUTHORITY through funds issued by the COUNTY pursuant to this Agreement shall be subject to all Federal, State and local regulations, including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to the COUNTY and HUD in accordance with such regulations.

Section 18. Reversion of  Assets. Upon expiration of this Agreement, AUTHORITY shall immediately transfer to the COUNTY any remaining HUD funds and any accounts receivable attributable to the use of CDBG-R funds distributed pursuant to this Agreement. The distribution of any real property controlled by AUTHORITY and acquired or improved in whole or in part after receiving the express approval of the COUNTY, with HUD funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR Sections 570.503(7) and 24 CFR 85.31 and if such property is sold to another party, the provisions of 24 CFR 570.504(4) and (5) and 24 CFR 570.505(c) shall also apply with respect to income derived therefrom.

Section 19. Suspension and Termination. This Agreement may be terminated by either party for reasons of cause and enforcement or

convenience in accordance with 24 CFR Sections 85.43 and 85.44. Notice thereof shall be provided pursuant to this Agreement.

Section 20. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement, including particularly, the timely performance and completion of the Project by the date specified in Section 4 hereof shall constitute a breach of this Agreement.

Section 21. Enforcement of Agreement and Remedies. Upon determination that a breach has occurred, which may include a post Project completion determination of fraud or misappropriation of funds, the COUNTY reserves all legal and equitable rights and remedies to enforce this Agreement and/or recover any monies paid to AUTHORITY pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- MS
- (a) immediately terminate ~~this Agreement~~, with or without notice;
 - (b) reallocate the remaining uncommitted funds toward another HUD program or toward the COUNTY's trust fund;
 - (c) withhold issuance of any further funds, regardless of whether such funds have been encumbered by AUTHORITY;
 - (d) demand AUTHORITY immediately repay any monies expended in accordance with this Agreement;
 - (e) require specific performance of this Agreement;
 - (f) demand payment and/or performance from the surety, if applicable; and/or
 - (g) impose a lien upon any and all of AUTHORITY's real or personal property. To create such a lien, the COUNTY shall send a letter to AUTHORITY demanding refund of any monies expended to AUTHORITY pursuant

to this Agreement. Said letter shall be recorded in the Public Records of Seminole County and thereafter shall constitute a lien upon AUTHORITY's real and personal property.

Section 22. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to use their best efforts at good faith alternative dispute resolution pursuant to Chapter 164, Florida Statutes (Governmental Disputes), before commencement of litigation.

(b) AUTHORITY 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 the dispute resolution procedures set forth in subsection (a) above of which AUTHORITY had knowledge and failed to present during those dispute resolution proceedings.

Section 23. Certification Regarding Lobbying. AUTHORITY hereby certifies that to the best of its knowledge and belief:

(a) no Federally appropriated funds have been paid or will be paid by or on behalf of AUTHORITY to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of 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, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(b) if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, AUTHORITY shall complete and submit a "Disclosure of Lobbying Activities" (standard form SF-LLL) or its equivalent as approved by the United States Office of Management and Budget.

Section 24. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CS Administrator
Seminole County Community Services Department
534 W. Lake Mary Blvd.
Sanford, Florida 32771



For AUTHORITY:

Executive Director
Sanford Housing Authority
92 Castle Brewer Court
Sanford, Florida 32772-2349

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

Section 25. 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.

Section 26. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a

written instrument of equal dignity herewith. The foregoing notwithstanding, a change in the parties designated for notice pursuant to Section 24 hereof may be made by written notice sent via U.S. Mail to the other party and without the need for formal amendment to this Agreement.

Section 27. 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 by a court of competent jurisdiction, 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 effect the validity of the remaining covenants or provisions of this Agreement. 

Section 28. 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 29. Conditions Precedent. Each party represents to the other that it and its governing officials have done all things necessary as conditions precedent to the entry into this Agreement and that the persons whose signatures appear below have full legal authority to execute this instrument and bind their respective parties.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

THE HOUSING AUTHORITY OF THE CITY OF SANFORD, FLORIDA

Jana Nichols
Accounting Associate
Print Name and Title

By: *[Signature]*
ANGEL V TUA, EXECUTIVE DIRECTOR
Print Name and Title

Date: 10/1/2009

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____



For the use and reliance of Seminole County only.

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

Approved as to form and legal sufficiency.

County Attorney

AS/dre

Attachments:

1. Exhibit "A"- Scope of Services
2. Exhibit "B"- Project Budget
3. Exhibit "C"- Request for Payment Form
4. Exhibit "D"- Monthly Report Form
5. Exhibit "E"- End of Project Form

P:\Users\Aschneider\Hud-Cdbg\2009 Docs\Sanford Housing Authority CDBG-R.Doc

EXHIBIT A

SCOPE OF SERVICES

All capitalized words and terms herein shall have the same meanings as ascribed to them in the attached Agreement.

GENERALLY:

The Projects shall consist of two components affecting different residential, rental developments owned by AUTHORITY and are generally described as follows:

(1) Street lighting improvements for AUTHORITY's residential rental property known as the Redding Gardens Housing Complex located at 400 South Locust Avenue, Sanford, Florida; and

(2) Rehabilitation of the wastewater collection system within the property boundaries of the AUTHORITY's Castle Brewer Court Housing Complex located at 94 Castle Brewer Court, Sanford, Florida.

The maximum budgeted CDBG-R Program fund allocations in Exhibit B to the agreement shall be controlling in all respects.

SPECIFIC OBLIGATIONS:

1. AUTHORITY shall prepare all legal documents required for architectural, engineering, contractor and other vendor bidding in accordance with legal requirements. The documents shall be submitted to COUNTY for review and approval prior to commencement of the bidding process.

2. AUTHORITY shall use its best advertise for bids in a manner to generates maximum interest and number of responses and provide prospective bidding contractors a specific response period in accordance with legal requirements.

3. AUTHORITY shall strictly adhere to all public procurement requirements of State law, including particularly Chapter 255, Florida Statutes, applicable regulations as well local purchasing codes and established, written policies.

4. Following the close of the bidding period, the COUNTY and AUTHORITY shall jointly review the bids received and contractor qualifications. AUTHORITY shall select, upon County Approval, the contractor(s) to be awarded the construction work. AUTHORITY shall prepare and negotiate contracts with the selected contractor(s) and vendor(s) and make an appropriate bid and contract award. COUNTY shall also have the right to review and approve the terms and conditions in the agreements with the proposed contractors and vendors.

5. AUTHORITY and the COUNTY shall hold a pre-construction conference with the architect, ~~engineer~~, contractor, subcontractors, utilities services provider representatives, AUTHORITY's representatives and other appropriate persons for the purpose of:

- (a) Identifying the contractor's, AUTHORITY's and the COUNTY's Project managers;
- (b) Identifying the field monitors;
- (c) Discussing the plans and specifications;
- (d) Discussing construction procedures and scheduling;
- (e) Answering any questions prior to construction; and
- (f) Discussing Federal CDBG regulations and other requirements.

6. AUTHORITY shall monitor and inspect all construction activities to ensure compliance with this Agreement. COUNTY shall also

have the right to make on site inspections of the Projects and to examine AUTHORITY's books and records relating thereto at all reasonable times to verify AUTHORITY's initial and continuing compliance with the Agreement and CDBG Program regulations.

7. AUTHORITY shall secure any necessary permits or certificates.

8. The AUTHORITY project manager shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

9. AUTHORITY shall not acquire nor negotiate the purchase, donation or receipt of benefits by a real property owner of any real property or any interest in real property involving the Projects or CDBG-R Program funds without first obtaining COUNTY Approval.

10. All requests for reimbursement of Project costs must be submitted on a copy of the form attached as Exhibit "C" to the Agreement along with sufficient invoices and other supporting documentation. COUNTY shall have the sole discretion to determine the sufficiency of documentation in connection with County Approval of the request.

11. AUTHORITY shall strictly adhere to and timely complete the Project according to the terms of Section 3 of the Agreement and provide all Monthly and End of Project Reports in the form attached as Exhibits "D" and "E" to the Agreement.

EXHIBIT B

PROJECT BUDGETS

Activity	Budget
Street lighting improvements for AUTHORITY's residential rental property known as the Redding Gardens Housing Complex located at 400 S. Locust Avenue, Sanford Florida; and	\$175,015.00*
Rehabilitation of the wastewater collection system within the property boundaries of the AUTHORITY's Castle Brewer Court Housing Complex located at 94 Castle Brewer Court, Sanford Florida.	\$280,000.00*
Total for both Projects	\$455,015.00*

*To the extent the Project costs total less than the amount of CDBG-R Program funding allocated  or AUTHORITY's failure to complete the Project by July 31, 2010, COUNTY reserves the right to reallocate such excess or unused and remaining funds to other approved CDBG-R Program eligible projects.

EXHIBIT C

REQUEST FOR PAYMENT
THE HOUSING AUTHORITY OF THE CITY OF SANFORD, FLORIDA

Type of Activity/Projects:

(1) Street lighting improvements for AUTHORITY's residential rental property known as the Redding Gardens Housing Complex located at 400 South Locust Avenue, Sanford, Florida; and

(2) Rehabilitation of the wastewater collection system within the property boundaries of the AUTHORITY's Castle Brewer Court Housing Complex located at 94 Castle Brewer Court, Sanford, Florida.

Amount Requested: _____

Purpose of Request: Redding Gardens Project / Castle Brewer Project
(circle one)

Description of completed 
Project tasks for which payment is sought: _____

Date of Completion of Listed Tasks: _____

Date of this Request: _____

Documentation supporting
This request for payment: _____

Name and Title of person
submitting this request: _____

EXHIBIT D

MONTHLY REPORT

Status Report for Month of _____

SUBRECIPIENT INFORMATION

Subrecipient: Housing Authority of the City of Sanford, Florida

Mailing Address: _____ Contact Person: _____
 Telephone: _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:



III.

ACTIVITY	BUDGET STATUS			TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH				
Redding Gardens Project	\$175,015.00					
Castle Brewer Project	\$280,000.00					
TOTAL	\$455,015.00					

Any other special accomplishments: _____

Signed: _____

EXHIBIT E

END OF PROJECTS REPORT

NAME OF ORGANIZATION: Housing Authority of the City of Sanford, Florida

FISCAL YEAR: _____

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

No. of Households or Persons Assisted	Low and Moderate Income	America n Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino	Not Hispanic or Latino	Female Headed Household

Any other special accomplishments: _____

Signed: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Florida Half Century 2009-2010 Senior State Softball Tournaments

DEPARTMENT: Economic Development

DIVISION: Tourism Development

AUTHORIZED BY: William McDermott

CONTACT: Shani Beach

EXT: 7135

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an agreement with Florida Half Century Amateur Softball Association, Inc. for the Slow Pitch Softball Tournaments for Seniors in the amount of \$12,364.00.

County-wide

William McDermott

BACKGROUND:

Florida Half Century ASA, Inc. promotes and conducts slow-pitch softball tournaments for players 50 years of age and older. This is the organization's second request for tourist tax funding. In FY 2008-09, five tournaments were held in Seminole County with an average of 204 hotel rooms and average economic impact of approximately \$232,000.

This year's event will consist of four tournaments taking place in November, January, March and April. These tournaments will attract multiple teams from throughout the state of Florida. Tourist tax funds will be used to pay facility fees at the Seminole County Softball Complex (\$1,481.00 per tournament) and Merrill Park Softball Complex. (\$1,610.00 per tournament). The Tourist Development Council recommended approval of this expenditure at their September 10, 2009 meeting. Funds are available in Tourism Development's FY 2009-10 promotional budget.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute an agreement with Florida Half Century Amateur Softball Association, Inc. for the Slow Pitch Softball Tournaments for Seniors in the amount of \$12,364.00.

ATTACHMENTS:

- 1. Agreement

Additionally Reviewed By:	
<input checked="" type="checkbox"/>	Budget Review (Lisa Spriggs, Ryan Switzer)
<input checked="" type="checkbox"/>	County Attorney Review (Ann Colby)

**2009-2010 FLORIDA HALF CENTURY SENIOR STATE
SOFTBALL TOURNAMENT AGREEMENT**

THIS AGREEMENT is made and entered this _____ day of _____, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **FLORIDA HALF CENTURY AMATEUR SOFTBALL ASSOCIATION, INC.**, whose address is 14607 Brentwood Lane, Tampa, Florida 33618, hereinafter referred to as "FHCASA".

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the "Local Option Tourist Development Act" in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and



WHEREAS, Section 125.0104, Florida Statutes, provides that Tourist Development Tax Revenues may be used to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote publicly owned or operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of COUNTY's special taxing district in which the tax is levied; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, COUNTY, in coordination with the Tourist Development Council, wishes to appropriate Tourist Development Tax Revenues as operational funds to host the 2009-2010 Florida Half Century Senior State Softball Tournaments to be held at Merrill Park in Altamonte Springs, Florida, and the Seminole County Softball Complex, both

publicly owned and operated baseball facilities, on November 21-22, 2009, January 23-24, 2010, March 6-7, 2010, and April 3-4, 2010; and

WHEREAS, said tourist tax monies will be used to pay user fees for the above-listed publicly owned and operated facilities,

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

Section 1. Term. This Agreement shall be effective from the date of its execution by the parties until September 30, 2010, unless earlier terminated as provided herein.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice to the other party as provided for herein or, at the option of COUNTY, immediately in the event that FHCASA fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by FHCASA after FHCASA has received notice of termination.

Section 3. Services.

(a) The funds from this Agreement shall be used to pay facility use fees at Merrill Park and the Seminole County Softball Complex for the four (4) tournament periods for the Florida Half Century Senior Softball Tournaments as described in Exhibit A, attached hereto and incorporated herein.

(b) FHCASA shall submit written invoices to COUNTY for payment of facility use for the tournaments, to the City of Altamonte Springs and Seminole County, for combined usage of the above listed facilities not to exceed a total of TWELVE THOUSAND THREE HUNDRED SIXTY-FOUR AND NO/100 DOLLARS (\$12,364.00).

(c) The COUNTY shall pay the above listed invoices from tourist tax funds no later than thirty (30) days after their submission.

(d) All promotional packages sent out by FHCASA for the Tournaments, as listed in Exhibit "A", must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by COUNTY prior to distribution in order to qualify for reimbursement.

(e) FHCASA shall permit a third-party company, as designated by the COUNTY to conduct on-site surveys during the 2009-2010 Florida Half Century Senior State Softball Tournaments to coordinate the survey process. FHCASA shall cooperate in making their tournaments accessible in whatever manner necessary for completion of the survey.

(f) FHCASA shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at FHCASA's Tournaments. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.

(g) Failure to comply with or failure to meet the requirements of this Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to FHCASA by COUNTY pursuant to this Agreement.

Section 4. Liability and Insurance.

(a) **Liability.** COUNTY and its Commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions and negligence of FHCASA and its officers, employees, and agents in the performance of services provided hereunder:

(b) **Insurance.**

(1) FHCASA shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability). COUNTY, its officials, officers and employees shall be

named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by FHCASA, FHCASA shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

(5) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining

Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

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

(C) If during the period which an insurance company is providing the insurance coverage required by this Agreement an insurance company shall: 1) lose its Certificate of Authority, or 2) fail to maintain the requisite Best's Rating and Financial Size Category, FHCASA shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as FHCASA has replaced the unacceptable insurer with an insurer acceptable to COUNTY, FHCASA shall be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other obligations or liability of FHCASA, FHCASA shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of the Tournaments and shall be maintained in force until this Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(A) Commercial General Liability.

(i) FHCASA's insurance shall cover FHCASA for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance

Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

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

	<u>LIMITS</u>
General Aggregate	Two (2) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(7) Coverage. The insurance provided by FHCASA 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 FHCASA.

(8) Occurrence Basis. The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

Section 5. Billing and Payment. COUNTY hereby agrees to provide funds up to a maximum sum of TWELVE THOUSAND THREE HUNDRED SIXTY-FOUR AND NO/100 DOLLARS (\$12,364.00) for facility use fees for the Tournaments listed in Exhibit A to this Agreement. Said funds are payable upon:

(a) Receipt by COUNTY of a Request for Funds Form, attached hereto and incorporated herein as Exhibit B, and a facility use invoice from FHCASA requesting all or part of the above be paid by COUNTY. Such request by FHCASA shall only be for the facility use fees specifically provided for herein. Such Request for Funds Form shall be properly completed and submitted no later than thirty (30) days after each tournament. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance

granted to FHCASA pursuant to this Agreement.

(b) Verification by the Seminole County Economic Development/Tourism Director that FHCASA has held the tournaments for which facility use fees are sought and has complied with the reporting requirements contained hereinafter;

(c) The original payment requests shall be sent to:

Original: Director
Seminole County Economic Development/Tourism
1055 AAA Drive, Suite 145
Heathrow, Florida 32746

A duplicate payment request shall be sent to:

Duplicate: Director, Department of Finance
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(d) The Request for Funds Form shall be accompanied by a detailed report of the economic impact on COUNTY resulting from the Tournament funds for which have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit C, shall include, but not be limited to, the actual number of hotel or motel rooms occupied, restaurant meals consumed, and estimated goods and services expenditures.

(e) FHCASA is responsible for documenting the number of room nights actually utilized per event at each Seminole County hotel. FHCASA must have each hotel individually certify the actual number of rooms picked up by having the General Manager complete the Hotel Room Pickup Form, attached hereto and incorporated herein as Exhibit D. No payments will be processed until all required documentation has been submitted. COUNTY reserves the right to reduce the maximum amount of any grant awarded in the event guaranteed room nights as stated in Exhibit A are not satisfied.

(f) Payment of fees shall be contingent upon FHCASA's compliance with requirements as stated in Exhibit A.

Section 6. Reporting Requirements. In the performance of this Agreement, FHCASA shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. Each Request for Funds Form shall detail costs incurred. As referenced in Exhibit A, FHCASA shall transmit and certify interim records with each Request for Funds Form submitted to COUNTY.

Section 7. Non-Reimbursable Expenditures.

(a) Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, feasibility studies or consulting services, real property or capital improvements, interest reduction in deficits and liens, prize money, scholarships, awards, plaques or certificates, private entertainment, lodging, food and beverages, and wages, salaries, administrative or travel expenses other than those appearing, if any, in Exhibit A.

(b) The purpose for which Tourist Development Tax grant funds are provided to FHCASA shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit A.

Section 8. Unavailability of Funds. FHCASA acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to FHCASA as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by FHCASA after FHCASA has received such notice of termination.

In the event there are any unused COUNTY funds, FHCASA shall promptly refund those funds to COUNTY or otherwise use such funds as COUNTY

directs.

Section 9. Access to Records. FHCASA shall allow COUNTY, its duly authorized agent, and the public access to such of its records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

Section 10. Liaison. FHCASA shall submit the original copies of the Request for Funds Forms, and any other required reports or correspondence to the following:

Director
Seminole County Economic Development/Tourism
1055 AAA Drive, Suite 145
Heathrow, Florida 32746

Section 11. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:



Director
Seminole County Economic Development/Tourism
1055 AAA Drive, Suite 145
Heathrow, Florida 32746

For FHCASA:

Duane Jones
14607 Brentwood Lane
Tampa, Florida 33618

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

Section 12. Assignments. Neither party to this Agreement shall assign this Agreement nor any interest arising herein without the written consent of the other.

Section 13. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject

matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 14. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, FHCASA 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 FHCASA as provided hereinabove.

Section 15. Conflict of Interest.

(a) FHCASA 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) FHCASA 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 FHCASA 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, FHCASA hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

ATTEST:

FLORIDA HALF CENTURY AMATEUR
SOFTBALL ASSOCIATION, INC.

, Secretary

By: _____
MIKE PILVER, President

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

AEC/sjs
9/28/09
P:\Users\Legal Secretary CSB\Economic Development\Half Century Senior State Softball.doc

Attachments:

- Exhibit A - Project Description and Expenses
- Exhibit B - Request For Funds Form
- Exhibit C - Economic Impact Report
- Exhibit D - Hotel Room Pickup Form

PART II APPLICATION FOR FUNDS
TOURIST DEVELOPMENT SPONSORSHIP

I. GENERAL INFORMATION

(1) NAME OF ORGANIZATION Florida Half Century Amateur Softball Association Inc.

(2) NAME OF EVENT State Senior Softball Tournaments

(3) CONTACT PERSON Duane Jones

(4) CONTACT PERSON E-MAIL duanejones@mindspring.com

(5) COMPLETE ADDRESS OF ORGANIZATION:

STREET 14607 Brentwood Lane

CITY Tampa . ST. FL . ZIP 33618

PHONE: (813) 453-8302 .. CELL: _____ FAX: _____

(6) ORGANIZATION'S CHIEF OFFICIAL: Mike Pilver

TITLE: Chairman Address if different from above:

6853 Circle Creek Drive Pinellas Park, FL 33781

PHONE: (727) 235-1636. CELL: _____ FAX: _____

(7) INTENDED USE OF FUNDS: (Refer to Pages 6-7 - Authorized/Unauthorized Uses of Funds: Facility Use Fees for Merrill Park and Seminole County Softball Complex

(8) AMOUNT REQUESTED \$12,364- Facility Fees (See Invoices Attached)

(9) IF ENTIRE REQUEST CANNOT BE FUNDED, CAN THE EVENT BE RESTRUCTURED FOR LESS FUNDING? YES NO

II DETAILS ON YOUR ORGANIZATION:

In narrative form please describe your organization in the following areas. If needed, use a separate sheet to complete these questions in detail. Please see Attachment A.

(1) What are your organization's goals and objectives?

See Attachment A

(2) What services does your organization provide?

See Attachment A

(3) How will your organization monitor expenditure of funds?

See Attachment A

(4) How will your event bring additional visitors and hotel room nights to Seminole County?

See Attachment A

(5) What is your organization's experience in managing sponsorships and grants?

See Attachment A

III EVENT INFORMATION (Use additional sheets where necessary.)

- (1) EVENT NAME: : Florida Half Century Softball Tournaments
(2) TYPE OF EVENT: Slow Pitch Softball Tournaments for Seniors
(3) DATE OF EVENT: November 21-22, 2009 January 23-24, 2010 March 6-7, 2010 April 3-4, 2010
(4) LOCATION OF EVENT: Merrill Park and Seminole County Softball Complex
(5) NUMBER OF DAYS: 2 Days
HOURS: FROM: 8:00am. TO: 5:00pm.

(6) EVENT PROMOTER (IF OTHER THAN YOUR ORGANIZATION)

NAME OF PROMOTER Altamonte Sports
COMPANY NAME City of Altamonte Springs
ADDRESS: 225 Newburyport Avenue, Altamonte Springs, FL 32701
PHONE and FAX (407) 571-8746 and (407) 571-8752

PROJECTED NUMBER OF EXPECTED ADULT PARTICIPANTS (per tournament)

OUT OF STATE: 0

IN-STATE NON-LOCAL: 600 (50 teams X 12 players per team)

IN-STATE NON-COUNTY: 60 (5 teams X 12 players per team)

PROJECTED NUMBER OF EXPECTED YOUTH PARTICIPANTS

OUT OF STATE: 0

IN-STATE NON LOCAL: 0

IN STATE NON-COUNTY: 0

PROJECTED NUMBER OF ADULT SPECTATORS:

OUT OF STATE: 0

IN-STATE NON LOCAL: 300

IN STATE NON-COUNTY: 60

PROJECTED NUMBER OF YOUTH SPECTATORS

OUT OF STATE: 0

IN-STATE NON LOCAL: 60

IN-STATE NON COUNTY: 6

PROJECTED NUMBER OF MEDIA, STAFF, OFFICIALS

OUT OF STATE: 0

IN-STATE NON LOCAL: 6 per tournament

IN STATE NON-COUNTY: 2

EXPECTED NUMBER OF ROOM NIGHTS: 125 room nights per tournament

EXPECTED AVERAGE ROOM RATE: \$79.00

EXPECTED FACILITY FEES: \$3,091 per tournament for two facilities (SCSC, and Merrill Park)

EXPECTED ADDITIONAL EVENT EXPENSES: Please see Budget Expenses

*In-state Non-Local: Participant or Spectator that resides outside of a 100 mile radius. * In-State Non-County: Participant or Spectator that resides within a 100 mile radius but not within Seminole County.

(11) THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR EVENT (The Eco Impact form for the application can be found on the website): \$230,404 per tournament; 921,616.00 for all four tournaments combined. (Eco Impact Attached)

(12) WHAT IS THE **GUARANTEED MINIMUM** NUMBER OF ROOM NIGHTS YOUR EVENT WILL BRING TO SEMINOLE COUNTY? (This is the minimum number of rooms that must be captured by the event and documented by submitting the Room Night Pick-Up Form (Exhibit D) within 90 days of the conclusion of the event. The Seminole County CVB reserves the right to reduce the grant disbursement should the event fail to meet this minimum room night guarantee.) **130 per tournament. 520 total for all 4 events**

(13) PROVIDE A LIST OF OTHER EVENT SPONSORS AND THE AMOUNT(S) OF THEIR SPONSORSHIPS. Altamonte Sports (1,050.00 per tournament)

(14) PROVIDE THREE (3) YEARS OF THIS EVENT'S HISTORY, IF APPLICABLE. (Please See Attachment B for Detailed History of Event)

Previous Event: See Attachment B

Date See Attachment B Location See Attachment B

Contact Name/Phone: See Attachment B

Total Participants See Attachment. Room Nights See Attachment

Economic Impact See Attachment

(15) PLEASE PROVIDE DETAILS OF HOW THE EVENT WILL WORK:

1. FHC would like to host a total of four tournaments to be held at the Seminole County Softball Complex and Merrill Park on the following dates: November 21-22, 2009 January 23-24, 2010 March 6-7, 2010, & April 3-4, 2010. Each date is considered one tournament, and each tournament will utilize both Merrill Park and the Seminole County Softball Complex due to the high number of participating teams.
2. The FHC teams will be broken down into respective age divisions and the tournament committee will decide which teams will play at which locations based upon their current

standings. (Attached is a schematic FHC used for this past April tournament to schedule which team plays at which facility as it also indicates which field the teams will be playing on.) Each team is given a number, and the teams are able to identify which field/location and team they will be playing.

3. Merrill Park and Seminole County Softball Complex fees are \$16 per hour, per field before 5pm and \$23 per hour per field after 5pm. (Please see breakdown of hours in the invoices attached)

EVENT BUDGET SUMMARY

INCOME SOURCES:

TOURIST DEVELOPMENT TAX REQUEST:	<u>\$12,364</u>
ADDITIONAL INCOME SOURCES (Seminole County cannot be sole source.)	
Altamonte Sports (1,050 per tournament)	<u>\$4,200</u>
TOTAL ADDITIONAL INCOME:	<u>\$4,200</u>
OTHER INCOME SOURCES:	
<u>Entry Fees: (195.00 X 50 teams= 9,750 per tournament) x 4 tournaments=</u>	<u>\$39,000</u>
TOTAL INCOME ALL SOURCES:	<u>\$55,564</u>

EVENT EXPENSES:

Provide an itemized summary indicating the intended use of TDC funds. Please be as explicit as possible, including intended publications, promotional materials, etc. and how much money will be expended (tentatively) for each category. Use additional sheets if necessary.

TOTAL EXPENSES

<u>Umpires (54.00 x 120 games= \$6,480 per tournament)</u>	<u>\$ 32,400.00</u>
<u>Scorekeepers (\$9.00 x 120 games)= \$1,080 per tourney</u>	<u>\$ 4,320.00</u>
<u>Awards (1,500.00 per tournament)</u>	<u>\$ 6,000.00</u>
<u>Softballs (800.00 per tournament)</u>	<u>\$ 3,200.00</u>
<u>Promotional Flyers (250.00 per tournament)</u>	<u>\$ 1,000.00</u>
<u>FHC Tourney Admin (1,000.00 per tournament)</u>	<u>\$ 4,000.00</u>
<u>ISA Insurance/Sanction (1,000.00 per tournament)</u>	<u>\$4,000.00</u>
<u>FHC Commissioner Fee (300.00 per tournament)</u>	<u>\$1,200.00</u>
Total Expenses:	<u>\$ 56,030</u>

Tourism Development Tax Request: **\$ 12,364** (for all 4 tournaments)

Intended Utilization of Tourist Tax Funds:

Public Facility Rental Fees (for all four tournaments) (1) November 21-22, 2009 (2) January 23-24, 2010 (3) March 6-7, 2010 & (4) April 3-4, 2010

Seminole County Softball Complex- per tournament: \$ 1,481.00 X 4 tournaments= 5,924

Merrill Park Softball Complex- per tournament: \$ 1,610.00 X 4 tournaments= 6,440

Total Tourism Funds- per tournament: \$3,091.00 X 4 tournaments = \$12,364.00



TOTAL EVENT EXPENSES

\$0.00 (no expenses)

CERTIFICATION

I have reviewed this Application for Funds from the Tourist Development Council. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this Application and its attachments is accurate and complete.

Michael G. Puler - CHAIRMAN
Chief Corporate Officer FHCASA, INC.

8-26-09

Date

[Signature]

Witness

8/26/09

Date

This Document was last updated on August 5, 2009.

II Details on your Organization:

ATTACHMENT A : Details of Your Organization

- (1) Provide a quality year long softball program for Florida's senior softball players 50 years of age and over.
- (2) Softball tournaments for Florida seniors with over 200 teams affiliated with Florida Half Century.
- (3) Funds are monitored by each host team, organization secretary and treasurer.
- (4) Teams come from all over the State of Florida. Promotional fliers are sent to over 100 teams for each event. Events are also promoted on the Florida Half Century website and the Altamonte Sports website. In the past two years Florida Half Century Tournaments have accounted for over 3000 room nights in Seminole County.
- (5) Florida Half Century has experience in handling grants with other convention and visitors bureaus in Polk County, Pinellas County, Hillsborough County and Highlands County.

ATTACHMENT B: Past History of FHC tournaments held in Seminole County

Attachment B:

Florida Half Century Softball Tournaments in Seminole County

Fiscal Year 2008-2009

<u>Date</u>	<u>Teams</u>	<u>Room Nights</u>	<u>Economic Impact</u>
1/24-1/25 '09	55 teams	116 room nights	\$116,728
4/4-4/5 '09	77 teams	126 room nights	\$136,200
4/18-4/19 '09	74 teams	162 room nights	\$165,780
7/11-7/12 '09	34 teams	113 room nights	\$110,068

Fiscal Year 2007-2008

<u>Date</u>	<u>Teams</u>	<u>Room Nights</u>	<u>Economic Impact</u>
Oct. 20-21, '07	52 teams	361 room nights	\$277,011
Nov. 3-4 '07	32 teams	183 room nights	\$169,720
Dec. 7-8 '07	79 teams	436 room nights	\$417,879
April 12-13 '08	35 teams	184 room nights	\$171,104
June 16-17 '08	60 teams	349 room nights	\$388,006

APRIL SWINGS SOFTBALL TOURNAMENT – APRIL 4-5, 2009
Orlando Young Bucks – Seminole County Sports – FHCASA
Seminole County Complex and Merrill Park Complex

SEM	60s Division – Brkt 1	W	L	SEM	65s Division – Brkt 6	W	L
1	Lightning 60s			41	Florida Legends		
3	Big Cat Sports			42	Beef O Bradys The Villages		
4	Double L Roofing			43	Lakeland Rounders		
5	Red Storm			45	Port St Lucie 65s		
6	S. Florida Heat 60s			47	Tampa Bay Turtles		
SEM	60s Division – Brkt 2			SEM	65s Division – Brkt 7		
7	Senior Moments			48	Dan's Sports		
8	Primerica			49	Bucs & Bulls 65s		
10	Spring Hill Bar Envy			50	Surfin 65s		
11	Beach Boyz			51	3 Amigos Pro Shops		
13	Lake Wales Legends			52	Tampa Coyotes		
SEM	60s Division – Brkt 3			MP	65s Division – Brkt 8		
14	Kappy's Silver Foxes			53	Collier Classics		
15	Silver Aces			55	Highlands Cty Merchants		
16	Silver Rays 60s			56	ARComm Olde Stars		
18	Oasis Sharks			57	Tampa Bay Boltz		
19	Stancils Photos 60s						
				MP	70s Division – Brkt 9		
SEM	60s Division – Brkt 4			61	Suncoast Orthopedic		
20	Top Choice			62	Walnut Street Securities		
21	Acousti			63	Astros		
22	Classic Logos 60s			64	Clearwater Reds 70s		
25	Polk County Warriors						
26	Treasure Coast Pirates			MP	70s Division – Brkt 10		
				65	Pompano Beach Bums 70s		
SEM	60s Division – Brkt 5			67	American Legion Post 8		
27	Setting Sons			69	Ospreys		
29	Plaque Attack 60s			70	Beef O Brady's Sox		
30	Cartilage Crushers						
32	Brevard Athletics 60s			MP	70s Division – Brkt 11		
33	60 Something			71	Florida Tropics		
				73	First Coast Rehabilitation		
				74	Bucs & Bulls 70s		
				77	Kids & Kubs		
SEM	Seminole County			MP	Merrill Park Complex		
	264 W North Street				985 Merrill Park Drive		
	Altamonte Springs, FL				Altamonte Springs, FL		

Call Leo Miller at 407-898-7855 or JB Barner at 352-516-6651 or Duane Jones at 813-453-8302 for scheduling or weather information.

APRIL SWINGS SOFTBALL TOURNAMENT – APRIL 4-5, 2009
Orlando Young Bucks – Seminole County Sports – FHCASA
Official Schedule

	Seminole County Complex					Merrill Park Complex		
Sat	1	2	3	4	5	A	B	C
8:00	8-7	10-13		47-42		53-55	56-57	
9:10	11-8	7-10	52-49	45-41	42-43	57-53	55-56	71-74
10:20	13-11	48-52	49-50	41-47	43-45	61-62	63-64	73-71
11:30	5-1	3-4	50-51	19-15	14-16	67-65	70-69	74-77
12:40	1-6	4-5	51-48	18-19	22-21	62-63	64-61	77-73
1:50	33-29	6-3	15-14	16-18	25-20	69-67	65-70	
3:00	32-27	29-30		21-25	26-22			
4:10	27-33	30-32			20-26			
Sun	1	2	3	4	5	A	B	C
8:00	41-43	45-42		13-8		56-53	55-57	
9:10	43-47	42-41	52-51	11-7	8-10	53-55	57-56	71-73
10:20	47-45	51-49	48-50	7-13	10-11	62-64	63-61	73-74
11:30	20-22	16-15	49-48	50-52	4-6	64-70	69-63	77-71
12:40	25-26	19-16	18-14	5-3	1-4	67-62	61-65	74-77
1:50	22-25	21-20	15-18	6-5	30-33	70-67	65-69	
3:00	32-29	26-21	14-19	3-1	27-30			
4:10	29-27				33-32			

Home Team on the right, always.

Seminole County Softball Complex

264 W North Street
 Altamonte Springs, FL 32714
 407-788-0609 fax 407-788-7383

Invoice No.

INVOICE

Customer

Name Seminole County CVB
 Address _____
 City Altamonte Springs State FL ZIP 32714
 Phone _____

Date 8/24/2009
 Order No. _____
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
45	Saturday hours x five fields @ 16 / hour + tax	\$17.12	\$770.40
45	Sunday games at 16 / hour + tax	\$17.12	\$770.40
10	Saturday hours x five fields @ 23 / hour + tax	\$24.61	\$246.10
10	Sunday games at 23 / hour + tax	\$24.61	\$246.10
4	maitenance set up fee @ 40 / hour	\$40.00	\$160.00
	25 percent not for profit discount - 548.25		
	10 percent multiple day discount - 164.48		

SubTotal	\$2,193.00
25%	\$548.25
10%	\$164.48
TOTAL	\$1,480.27

Payment Details

- Cash
- Check
-

Office Use Only

PLEASE MAKE CHECK PAYABLE TO SEMINOLE COUNTY

THANK YOU!

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of the original Water and Sewer Maintenance Agreement with Letter of Credit for the project known as Fairwinds Credit Union SR 46

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: 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 \$1,045.25 for the project known as Fairwinds Credit Union SR 46.

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 # FCU Lk. Forest dated 08/31/2007 in the amount of \$1,045.25 which was accepted by Submission Memorandum into County Records for the project known as Fairwinds Credit Union SR 46.

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 \$1,045.25 for the project known as Fairwinds Credit Union SR 46.

ATTACHMENTS:

1. Request for Release and copy of Maint Agreement

Additionally Reviewed By: No additional reviews



The Heritage at Lake Forest
5433 W. State Road 46
Sanford, FL 32771
(407) 322-2207

August 18, 2009

Becky Noggle
500 W. Lake Mary Blvd.
Sanford, Florida 32773

Re: Release of Maintenance Bond
Project Name: Fairwinds Credit Union
LOC# FCU Lake Forest
District 5

Dear Ms. Noggle:

We recently received a letter from Environmental Services Department stating that 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.

The letter will serve as our official request for release of original Maintenance Bond.
Thank you for your attention to this matter.

Dennis Baldwin

Dennis Baldwin
Executive Director
The Heritage at Lake Forest

ENVIRONMENTAL SERVICES DEPARTMENT



August 12, 2009

Fairwinds Credit Union
3087 N Alafaya Trl
Orlando, FL 3826

Re: Maintenance Agreement w/ LOC

Project Name: Fairwinds Credit Union
LOC# FCU LK FOREST
Amount: \$1,045.25
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 **8/10/2009** 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 **8/10/2009**, 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,

A handwritten signature in black ink, appearing to read "Brent Keith", written over a horizontal line.

Brent Keith
Sr. Utilities Inspector

c: Project File

MAINTENANCE AGREEMENT
(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this 31 day of August, 2007, between Fairwinds Credit Union, 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 stations and other appurtenances in that certain subdivision described as Fairwinds Credit Union as recorded in Plat Book 64 Pages 78-80, 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 _____, 20____ (as subsequently revised or amended on _____, 20____) 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 August 31, 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. FCULX 07 issued by Fairwinds Credit Union in the sum of One Thousand Fourty Five DOLLARS (\$1,045.25).

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 and severally agrees to be held and firmly bound to the COUNTY in the sum of One Thousand Fourty Five DOLLARS (\$1,045.25) 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 August 31, 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 said 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 of 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 filling 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:

Larry F. Tobin

By: LARRY F. Tobin, President CEO

(CORPORATE SEAL)

Date: July 31, 2007

I HEREBY CERTIFY that, on this 31st day of July, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LARRY F. TOBIN and _____, as ~~President and Secretary, respectively~~, of FAIRWINDS Credit Union Corporation organized under the laws of the State of Florida, who are personally known to me or who have produced known 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

Connie L. Veller
Notary Public Signature

WITNESSES:

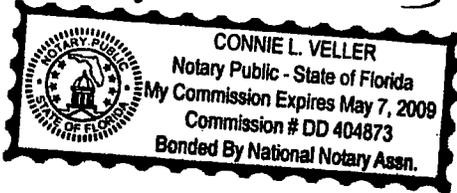
Ann Lee
Margaret Ramirez

DEPARTMENT OF PUBLIC WORKS
UTILITIES DIVISION
SEMINOLE COUNTY, FLORIDA

Henry Lee Pichoff

Utilities Manager

Date: 9/6/07



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.



IRREVOCABLE LETTER OF CREDIT

Credit Number FCU LK FOREST

Account Party: Fairwinds Credit Union

Beneficiary: Seminole County Board of
County Commissioners
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

To: Beneficiary

Dear Sir or Madam:

We have established this irrevocable letter of credit in your favor for drawings up to U.S. \$1,045.25 effective July 27, 2007 and expiring at our Fairwinds Credit Union, Administration Center 3087 N. Alafaya Trail, Orlando, FL 32826, with our close of business on August 31, 2009.

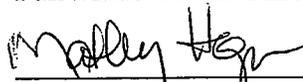
We hereby undertake to promptly honor your sight draft(s) drawn on us, accompanied by a signed statement of the Board of County Commissioners indicating that the Maintenance Agreement dated August 31, 2007 between Fairwinds Credit Union and Seminole County is in default.

At no time shall the advances under this letter of credit exceed an aggregate total of \$1,045.25.

Upon lender of payment the beneficiary will release to credit union 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 August 31, 2007 and the completion of the Fairwinds Credit Union obligations thereunder, you will return the Irrevocable Letter of Credit to the credit union marked "Cancelled".

This Credit is subject to the Uniform Customs and Practice Documentary Credits (1993 Revision), International Chamber of Commerce, Publication 500. Notwithstanding Article 17 of said Publication, if this Credit expires during an interruption of business as described in Article 17, the bank hereby specifically agrees to effect payment if this Credit is drawn against within thirty (30) days after the resumption of business.

Fairwinds Credit Union


By: Mathy Hogah
Executive Vice President Lending

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Shelter Plus Care Program - Grant Agreement**DEPARTMENT:** Fiscal Services**DIVISION:** Administration - Fiscal Services**AUTHORIZED BY:** Lisa Spriggs **CONTACT:** Michele Saunders, Jennifer Bero **EXT:** 2301, 7163**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute an agreement with the US Department of Housing and Urban Development in acceptance of \$568,920.00 through their Shelter Plus Care Grant Program.

County-wide

Jennifer Bero

BACKGROUND:

The US Department of Housing and Urban Development (HUD) provides grant funding through their Shelter Plus Care Program to link rental assistance and supportive services for reaching hard-to-serve homeless persons. Those deemed hard-to-serve include those suffering from mental or physical disabilities, chronic alcohol or substance abuse conditions, AIDS or related diseases, and their families.

On December 9, 2008, the Board of County Commissioners approved for staff to partner with Homeless Services Network to submit an application for an additional Shelter Plus Care Program grant. Funds would be used to supplement the existing program for another five (5) years and add approximately eleven homeless persons to the caseload. Seminole County received notice that the grant was awarded in the amount of \$568,920.00.

For the funds to be received, the county must approve and authorize the Chairman to execute a grant agreement with HUD. An agreement with Homeless Services Network will be presented for Board approval at a later date. A coordinating Budget Amendment Request to allocate the grant funds is presented for Board consideration in the Budget Division consent section of this agenda.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute an agreement with the US Department of Housing and Urban Development in acceptance of \$568,920.00 through their Shelter Plus Care Grant Program.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

Budget Review (Lisa Spriggs)

County Attorney Review (Arnold Schneider)

Grant No. / Name **FL0084C4H070800 / Seminole S+C 2**
Official Contact Person Buddy Balagia / Community Development Project Manager
E-mail Address bbalagia@seminolecountyfl.gov
Telephone 407-665-2389
Fax No. 407-665-2399
Tax ID No. 59-6000856

2008 **SHELTER PLUS CARE AGREEMENT - New Projects**

This Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and the Recipient, which is described in section 1 of Exhibit (fill in the appropriate exhibit number).

This Agreement will be governed by Subtitle F of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the Act); the HUD Shelter Plus Care Program final rule codified at 24 CFR 582 ("the Rule"), which is attached hereto and made a part hereof as Exhibit 1, and the Notice of Fund Availability (NOFA), that was published in two parts. The first part was the Policy Requirements and General Section of the NOFA, which was published March 19, 2008, at 73 FR 14882, and the second part was the Continuum of Care Homeless Assistance Programs NOFA Section of the NOFA, which was published July 10, 2008, at 73 FR 39840. The terms "Grant" or "Grant Funds" mean the funds for rental assistance that are provided under this Agreement. The term "Application" means the application submission on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award conditions. The Application is incorporated herein as part of this Agreement; however, in the event of any conflict between the Application and any provision contained herein, this Shelter Plus Care Agreement shall control.

The following are attached hereto and made a part hereof:

- Exhibit 1 - The Shelter Plus Care Program Rule
- Exhibit 2 - for Tenant-based Rental Assistance
- Exhibit 3 - for Project-based Rental Assistance
- Exhibit 4 - for Sponsor-based Rental Assistance
- Exhibit 5 – for Section 8 Rehabilitation for SRO
- Exhibit 5A – Subgrant for the Administration of Rental Assistance (for SRO)

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement.

Recipient agrees to conduct an ongoing assessment of the rental assistance and supportive services required by the participants in the program; to assure the adequate provisions of supportive services to the participants in the program; to be responsible for overall administration of this grant, including overseeing any subrecipients, contractors and subcontractors; and to comply with such other terms and conditions, including record keeping and reports (which must include racial and ethnic data on participants for program monitoring and evaluation purposes), as the Secretary may establish for purposes of carrying out the program in an effective and efficient manner.

The recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with S+C funds.

Recipient agrees to draw Grant Funds for and to make rental assistance payments on behalf of eligible program participants at least quarterly.

A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with the Act, Rule, any material breach of the Agreement, failure to expend Grant Funds in a timely manner, or misrepresentations in the Application submission which, if known by HUD, would have resulted in a grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities;
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (c) direct Recipient to establish and maintain a management plan that assigns responsibility for carrying out remedial actions;
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity;
- (e) reduce or recapture the grant;
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program;
- (g) continue the Grant with a substitute Recipient selected by HUD;
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omissions by HUD in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, Recipient shall not change sponsor or population to be served, or make any other change inconsistent with the Application, without the prior approval of HUD. No right, benefit, or advantage of the Recipient or Sponsor hereunder be assigned without prior written approval of HUD. The effective date of the Agreement shall be the date of execution by HUD. HUD will recapture unobligated balances at the end of the grant period.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan). This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY: _____
(Signature)

(Title)

(Date)

RECIPIENT

_____ Seminole County Board of County Commissioners _____
(Name of Organization)

BY: _____
(Signature of Authorized Official)

_____ Bob Dallari, Chairman _____
(Title)

(Date)

ATTEST:

Maryanne Morse, Clerk to the Board of County Commissioners
Seminole County, FL

EXHIBIT 1

TITLE 24--HOUSING AND URBAN DEVELOPMENT CHAPTER V--OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 582-SHELTER PLUS CARE--Table of Contents

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Authority: 42 U.S.C. 3535(d) and 11403-11407b.

Source: 58 FR 13892, Mar. 15, 1993, unless
otherwise noted.

Sec. 582.1 Purpose and Scope

(a) General. The Shelter Plus Care program (S+C) is authorized by title IV, subtitle F, of the Stewart B. McKinney Homeless Assistance Act (the McKinney Act) (42 U.S.C. 11403-11407b). S+C is designed to link rental assistance to supportive services for hard-to-serve homeless persons with disabilities (primarily those who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have acquired immunodeficiency syndrome (AIDS) and related diseases) and their families. The program provides grants to be used for rental assistance for permanent housing for homeless persons with disabilities. Rental assistance grants must be matched in the aggregate by supportive services that are equal in value to the amount of rental assistance and appropriate to the needs of the population to be served. Recipients are chosen on a competitive basis nationwide.

(b) Components. Rental assistance is provided through four components described in Sec. 582.100. Applicants may apply for assistance under any one of the four components, or a combination.

Sec. 582.5 Definitions.

The terms Fair Market Rent (FMR), HUD, Public Housing Agency (PHA), Indian Housing Authority (IHA), and Secretary are defined in 24 CFR part 5.

As used in this part:

Acquired immunodeficiency syndrome (AIDS) and related diseases has the meaning given in section 853 of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

Applicant has the meaning given in section 462 of the McKinney Act (42 U.S.C. 11403g).

Eligible person means a homeless person with disabilities (primarily persons who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have AIDS and related

diseases) and, if also homeless, the family of such a person. To be eligible for assistance, persons must be very low income, except that low-income individuals may be assisted under the SRO component in accordance with 24 CFR 813.105(b).

Homeless or homeless individual has the meaning given in section 103 of the McKinney Act (42 U.S.C. 11302).

Indian tribe has the meaning given in section 102 of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Low-income means an annual income not in excess of 80 percent of the median income for the area, as determined by HUD. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Nonprofit organization has the meaning given in section 104 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12704). The term nonprofit organization also includes a community mental health center established as a public nonprofit organization.

Participant means an eligible person who has been selected to participate in S+C.

Person with disabilities means a household composed of one or more persons at least one of whom is an adult who has a disability.

(1) A person shall be considered to have a disability if such person has a physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.

(2) A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that--

(i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;

(ii) Is manifested before the person attains age 22;

(iii) Is likely to continue indefinitely;

(iv) Results in substantial functional limitations in three or more of the following areas of major life activity:

(A) Self-care;

(B) Receptive and expressive language;

(C) Learning;

(D) Mobility;

(E) Self-direction;

(F) Capacity for independent living; and

(G) Economic self-sufficiency; and

(v) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.

(3) Notwithstanding the preceding provisions of this definition, the term person with disabilities includes, except in the case of the SRO component, two or more persons with disabilities living together, one or more such persons living with another person who is determined to be important to their care or well-being, and the surviving member or members of any household described in the first sentence of this definition who were living, in a unit assisted under this part, with the deceased member of the household at the time of his or her death. (In any event, with respect to the surviving member or members of a household, the right to rental assistance under this part will terminate at the end of the grant period under which the deceased member was a participant.)

Recipient means an applicant approved to receive a S+C grant.

Seriously mentally ill has the meaning given in section 462 of the McKinney Act (42 U.S.C. 11403g).

Single room occupancy (SRO) housing means a unit for occupancy by one person, which need not but may contain food preparation or sanitary facilities, or both.

Sponsor means a nonprofit organization which owns or leases dwelling units and has contracts with a recipient to make such units available to eligible homeless persons and receives rental assistance payments under the SRA component.

State has the meaning given in section 462 of the McKinney Act (42 U.S.C. 11403g).

Supportive service provider, or service provider, means a person or organization licensed or otherwise qualified to provide supportive services, either for profit or not for profit.

Supportive services means assistance that--

- (1) Addresses the special needs of eligible persons; and
- (2) Provides appropriate services or assists such persons in obtaining appropriate services, including health care, mental health treatment, alcohol and other substance abuse services, child care services, case management services, counseling, supervision, education, job training, and other services essential for achieving and maintaining independent living.

(Inpatient acute hospital care does not qualify as a supportive service.)

Unit of general local government has the meaning given in section 102 of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Very low-income means an annual income not in excess of 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

[61 FR 51169, Sept. 30, 1996; 62 FR 13539, Mar. 21, 1997]

Subpart B-Assistance Provided Sec. 582.100 Program component descriptions.

(a) Tenant-based rental assistance (TRA). Tenant-based rental assistance provides grants for rental assistance which permit participants to choose housing of an appropriate size in which to reside. Participants retain the rental assistance if they move. Where necessary to facilitate the coordination of supportive services, grant recipients may require participants to live in a specific area for their entire period of participation or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Recipients may not define the area in a way that violates the Fair Housing Act or the Rehabilitation Act of 1973.

The term of the grant between HUD and the grant recipient for TRA is five years.

(b) Project-based rental assistance (PRA). Project-based rental assistance provides grants for rental assistance to the owner of an existing structure, where the owner agrees to lease the subsidized units to participants. Participants do not retain rental assistance if they move. Rental subsidies are provided to the owner for a period of either five or ten years. To qualify for ten years of rental subsidies, the owner must complete at least \$3,000 of eligible rehabilitation for each unit (including the unit's prorated share of work to be accomplished on common areas or systems), to make the structure decent, safe and sanitary. This rehabilitation must be completed within 12 months of the grant award.

(c) Sponsor-based rental assistance (SRA). Sponsor-based rental assistance provides grants for rental assistance through contracts between the grant recipient and sponsor organizations. A sponsor may be a private, nonprofit organization or a community mental health agency established as a public nonprofit organization. Participants reside in housing owned or leased by the sponsor. The term of the grant between HUD and the grant recipient for SRA is five years.

(d) Moderate rehabilitation for single room occupancy dwellings (SRO). (1) The SRO component provides grants for rental assistance in connection with the moderate rehabilitation of single room occupancy housing units. Resources to initially fund the cost of rehabilitating the dwellings must be obtained from other sources. However, the rental assistance covers operating expenses of the rehabilitated SRO units occupied by homeless persons, including debt service to retire the cost of the moderate rehabilitation over a ten-year period.

(2) SRO housing must be in need of moderate rehabilitation and must meet the requirements of 24 CFR 882.803(a). Costs associated with rehabilitation of common areas may be included in the calculation of the cost for assisted units based on the proportion of the number of units to be assisted under this part to the total number of units.

(3) SRO assistance may also be used for efficiency units selected for rehabilitation under this program, but the gross rent (contract rent plus any utility allowance) for those units will be no higher than for SRO units (i.e., 75 percent of

the 0-bedroom Moderate Rehabilitation Fair Market Rent).

(4) The requirements regarding maintenance, operation, and inspections described in 24 CFR 882.806(b)(4) and 882.808(n) must be met.

(5) Governing regulations. Except where there is a conflict with any requirement under this part or where specifically provided, the SRO component will be governed by the regulations set forth in 24 CFR part 882, subpart H.

Subpart B-Assistance Provided
Sec. 582.105 Rental assistance amounts and payments.

(a) Eligible activity. S+C grants may be used for providing rental assistance for housing occupied by participants in the program and administrative costs as provided for in paragraph (e) of this section, except that the housing may not be currently receiving Federal funding for rental assistance or operating costs under other HUD programs. Recipients may design a housing program that includes a range of housing types with differing levels of supportive services. Rental assistance may include security deposits on units in an amount up to one month's rent.

(b) Amount of the grant. The amount of the grant is based on the number and size of units proposed by the applicant to be assisted over the grant period. The grant amount is calculated by multiplying the number of units proposed times the applicable Fair Market Rent (FMR) of each unit times the term of the grant.

(c) Payment of grant. (1) The grant amount will be reserved for rental assistance over the grant period. An applicant's grant request is an estimate of the amount needed for rental assistance. Recipients will make draws from the reserved amount to pay the actual costs of rental assistance for program participants. For TRA, on demonstration of need, up to 25 percent of the total rental assistance awarded may be spent in any one of the five years, or a higher percentage if approved by HUD, where the applicant provides evidence satisfactory to HUD that it is financially committed to providing the housing assistance described in the application for the full five-year period.

(2) A recipient must serve at least as many participants as shown in its application. Where the grant amount reserved for rental assistance over the grant period exceeds the amount that will be needed to pay the actual costs of rental

assistance, due to such factor as contract rents being lower than FMRs and participants are being able to pay a portion of the rent, recipients may use the remaining funds for the costs of administering the housing assistance, as described in paragraph (e) of this section, for damage to property, as described in paragraph (f) of this section, for covering the costs of rent increases, or for serving a great number of participants.

(d) Vacancies. (1) If a unit assisted under this part is vacated before the expiration of the occupancy agreement described in Sec. 582.315 of this part, the assistance for the unit may continue for a maximum of 30 days from the end of the month in which the unit was vacated, unless occupied by another eligible person. No additional assistance will be paid until the unit is occupied by another eligible person.

(2) As used in this paragraph (d), the term "vacate" does not include brief periods of inpatient care, not to exceed 90 days for each occurrence.

(e) Administrative costs. (1) Up to eight percent of the grant amount may be used to pay the costs of administering the housing assistance. Recipients may contract with another entity approved by HUD to administer the housing assistance.

(2) Eligible administrative activities include processing rental payments to landlords, examining participant income and family composition, providing housing information and assistance, inspecting units for compliance with housing quality standards, and receiving into the program new participants. This administrative allowance does not include the cost of administering the supportive services or the grant (e.g., costs of preparing the application, reports or audits required by HUD), which are not eligible activities under a S+C grant.

(f) Property damage. Recipients may use grant funds in an amount up to one month's rent to pay for any damage to housing due to the action of a participant.

[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 51170, Sept. 30, 1996]

(5) The cost of outreach activities, as described in Sec. 582.325(a) of this part.

Sec. 582.110 Matching requirements.

(a) Matching rental assistance with supportive services. To qualify for rental assistance grants, an applicant must certify that it will provide or ensure the provision of supportive services, including funding the services itself if the planned resources do not become available for any reason, appropriate to the needs of the population being served and at least equal in value to the aggregate amount of rental assistance funded by HUD. The supportive services may be newly created for the program or already in operation, and may be provided or funded by other Federal, State, local, or private programs. Only services that are provided after the execution of the grant agreement may count toward the match.

(b) Availability to participants. Recipients must give reasonable assurances that supportive services will be available to participants for the entire term of the rental assistance. The value of the services provided to a participant, however, does not have to equal the amount of rental assistance provided that participant, nor does the value have to be equal to the amount of rental assistance on a year-to-year basis.

(c) Calculating the value of supportive services. In calculating the amount of the matching supportive services, applicants may count:

(1) Salaries paid to staff of the recipient to provide supportive services to S+C participants;

(2) The value of supportive services provided by other persons or organizations to S+C participants;

(3) The value of time and services contributed by volunteers at the rate of \$10.00 an hour, except for donated professional services which may be counted at the customary charge for the service provided (professional services are services ordinarily performed by donors for payment, such as the services of health professionals, that are equivalent to the services they provide in their occupations);

(4) The value of any lease on a building used for the provision of supportive services, provided the value included in the match is no more than the prorated share used for the program; and

Sec. 582.115 Limitations on assistance.

(a) Current occupants. Current occupants of the real property are not eligible for assistance under this part. However, as described in Sec. 582.335, persons displaced as a direct result of acquisition, rehabilitation, or demolition for a project under the S+C program are eligible for and must be provided relocation assistance at Uniform Relocation Act levels.

(b) Amount of assistance provided within a jurisdiction. HUD will limit the amount of assistance provided within the jurisdiction of any one unit of local government to no more than 10 percent of the amount available.

(c) Faith-based activities. (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the S+C program. Neither the Federal government nor a State or local government receiving funds under S+C programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the S+C program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) A religious organization that participates in the S+C program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice and expression of its religious beliefs, provided that it does not use direct S+C funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide S+C-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an S+C-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and

include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the S+C program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

(d) Maintenance of effort. No assistance received under this part (or any State or local government funds used to supplement this assistance) may be used to replace funds provided under any State or local government assistance programs previously used, or designated for use, to assist persons with disabilities, homeless persons, or homeless persons with disabilities.

[58 FR 13892, Mar. 15, 1993, as amended at 68 FR 56407, Sept. 30, 2003]

Sec. 582.120 Consolidated plan.

(a) Applicants that are States or units of general local government. The applicant must have a HUD-approved complete or abbreviated consolidated plan, in accordance with 24 CFR part 91, and must submit a certification that the application for funding is consistent with the HUD-approved consolidated plan. Funded applicants must certify in a grant agreement that they are following the HUD-approved consolidated plan. If the applicant is a State, and the project will be located in a unit of general local government that is required to have, or has, a complete consolidated plan, or that is applying for Shelter Plus Care assistance under the same Notice of Fund Availability (NOFA) and will have an abbreviated consolidated plan with respect to that application, the State also must submit a certification by the unit of general local government that the State's application is consistent with the unit of general local government's HUD-approved consolidated plan.

(b) Applicants that are not States or units of general local government. The applicant must submit a certification by the jurisdiction in which the proposed project will be located that the

jurisdiction is following its HUD-approved consolidated plan and the applicant's application for funding is consistent with the jurisdiction's HUD-approved consolidated plan. The certification must be made by the unit of general local government or the State, in accordance with the consistency certification provisions of the consolidated plan regulations, 24 CFR part 91, subpart F.

(c) Indian tribes and the Insular Areas of Guam, the U.S. Virgin Islands, American Samoa, and the Northern Mariana Islands. These entities are not required to have a consolidated plan or to make consolidated plan certifications. An application by an Indian tribe or other applicant for a project that will be located on a reservation of an Indian tribe will not require a certification by the tribe or the State. However, where an Indian tribe is the applicant for a project that will not be located on a reservation, the requirement for a certification under paragraph (b) of this section will apply.

(d) Timing of consolidated plan certification submissions. Unless otherwise set forth in the NOFA, the required certification that the application for funding is consistent with the HUD-approved consolidated plan must be submitted by the funding application submission deadline announced in the NOFA.

[60 FR 16379, Mar. 30, 1995]

Subpart C-Application and Grant Award **Sec. 582.200 Application and grant award.**

(a) Review. When funds are made available for assistance, HUD will publish a notice of fund availability in the Federal Register in accordance with the requirements of 24 CFR part 4. Applications will be reviewed and screened in accordance with the guidelines, rating criteria and procedures published in the notice.

(b) Rating criteria. HUD will award funds based on the criteria specified in section 455(a)(1) through (8) of the McKinney Act (42 U.S.C. 11403d(1)--11403d(8)) and on the following criteria authorized by section 455(a)(9) of the McKinney Act (42 U.S.C. 11403d(9)):

(1) The extent to which the applicant has demonstrated coordination with other Federal, State, local, private and other entities serving homeless persons in the planning and operation of the project, to the extent practicable;

(2) Extent to which the project targets homeless persons living in emergency shelters, supportive housing for homeless persons, or in places not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;

(3) Quality of the project; and

(4) Extent to which the program will serve homeless persons who are seriously mentally ill, have chronic alcohol and/or drug abuse problems, or have AIDS and related diseases.

(Approved by the Office of Management and Budget under control number 2506-0118)

[61 FR 51170, Sept. 30, 1996]

Sec. 582.230 Environmental review.

(a) Activities under this part are subject to HUD environmental regulations in part 58 of this title, except that HUD will perform an environmental review in accordance with part 50 of this title prior to its approval of any conditionally selected applications from PHAs for Fiscal Year 2000 and prior years for other than the SRO component. For activities under a grant to a PHA that generally would be subject to review under part 58, HUD may make a finding in accordance with Sec. 58.11(d) and may itself perform the environmental review under the provisions of part 50 of this title if the recipient PHA objects in writing to the responsible entity's performing the review under part 58.

Irrespective of whether the responsible entity in accord with part 58 (or HUD in accord with part 50) performs the environmental review, the recipient shall supply all available, relevant information necessary for the responsible entity (or HUD, if applicable) to perform for each property any environmental review required by this part. The recipient also shall carry out mitigating measures required by the responsible entity (or HUD, if applicable) or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

(b) The recipient, its project partners and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for such eligible activities under this part, until the responsible entity (as defined in Sec. 58.2 of this title) has completed the environmental review procedures required by part 58 and the

environmental certification and RROF have been approved or HUD has performed an environmental review under part 50 and the recipient has received HUD approval of the property. HUD will not release grant funds if the recipient or any other party commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

[68 FR 56130, Sept. 29, 2003]

Subpart D-Program Requirements

Sec. 582.300 General operation.

(a) Participation of homeless individuals. (1) Each recipient must provide for the consultation and participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any housing assisted under this part or services for the participants. This requirement is waived if the applicant is unable to meet the requirement and presents a plan, which HUD approves, to otherwise consult with homeless or formerly homeless individuals in considering and making such policies and decisions. Participation by such an individual who also is a participant under the program does not constitute a conflict of interest under Sec. 582.340(b) of this part.

(2) To the maximum extent practicable, each recipient must involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing or rehabilitating housing assisted under this part and in providing supportive services required under Sec. 582.215 of this part.

(b) Ongoing assessment of housing and supportive services. Each recipient of assistance must conduct an ongoing assessment of the housing assistance and supportive services required by the participants, and make adjustments as appropriate.

(c) Adequate supportive services. Each recipient must assure that adequate supportive services are available to participants in the program.

(d) Records and reports. (1) Each recipient must keep any records and, within the timeframe required, make any reports (including those

pertaining to race, ethnicity, gender, and disability status data) that HUD may require.

(2) Each recipient must keep on file, and make available to the public on request, a description of the procedures used to select sponsors under the SRA component and buildings under the SRO, SRA, and PRA components.

(3) Each recipient must develop, and make available to the public upon request, its procedures for managing the rental housing assistance funds provided by HUD. At a minimum, such procedures must describe how units will be identified and selected; how the responsibility for inspections will be handled; the process for deciding which unit a participant will occupy; how participants will be placed in, or assisted in finding appropriate housing; how rent calculations will be made and the amount of rental assistance payments determined; and what safeguards will be used to prevent the misuse of funds.

(Approved by the Office of Management and Budget under control number 2506-0118)

[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 51171, Sept. 30, 1996]

Sec. 582.305 Housing quality standards; rent reasonableness.

(a) Housing quality standards. Housing assisted under this part must meet the applicable housing quality standards (HQS) under Sec. 982.401 of this title--except that Sec. 982.401(j) of this title does not apply and instead part 35, subparts A, B, K and R of this title apply--and, for SRO under Sec. 882.803(b) of this title. Before any assistance will be provided on behalf of a participant, the recipient, or another entity acting on behalf of the recipient (other than the owner of the housing), must physically inspect each unit to assure that the unit meets the HQS. Assistance will not be provided for units that fail to meet the HQS, unless the owner corrects any deficiencies within 30 days from the date of the lease agreement and the recipient verifies that all deficiencies have been corrected. Recipients must also inspect all units at least annually during the grant period to ensure that the units continue to meet the HQS.

(b) Rent reasonableness. HUD will only provide assistance for a unit for which the rent is reasonable. For TRA, PRA, and SRA, it is the responsibility of the recipient to determine whether the rent charged for the unit receiving

rental assistance is reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit, as well as not in excess of rents currently being charged by the same owner for comparable unassisted units. For SRO, rents are calculated in accordance with 24 CFR 882.805(g).

[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 51171, Sept. 30, 1996; 64 FR 50226, Sept. 15, 1999]

Sec. 582.310 Resident rent.

(a) Amount of rent. Each participant must pay rent in accordance with section 3(a)(1) of the U.S. Housing Act of 1937 (42 U.S.C. 1437a(a)(1)), except that in determining the rent of a person occupying an intermediate care facility assisted under title XIX of the Social Security Act, the gross income of this person is the same as if the person were being assisted under title XVI of the Social Security Act.

(b) Calculating income. (1) Income of participants must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a).

(2) Recipients must examine a participant's income initially, and at least annually thereafter, to determine the amount of rent payable by the participant. Adjustments to a participant's rental payment must be made as necessary.

(3) As a condition of participation in the program, each participant must agree to supply the information or documentation necessary to verify the participant's income. Participants must provide the recipient information at any time regarding changes in income or other circumstances that may result in changes to a participant's rental payment.

[66 FR 6225, Jan. 19, 2001]

Sec. 582.315 Occupancy agreements.

(a) Initial occupancy agreement. Participants must enter into an occupancy agreement for a term of at least one month. The occupancy agreement must be automatically renewable upon expiration, except on prior notice by either party.

(b) Terms of agreement. In addition to standard lease provisions, the occupancy agreement may also include a provision requiring the participant to take part in the supportive

services provided through the program as a condition of continued occupancy.

Sec. 582.320 Termination of assistance to participants.

(a) Termination of assistance. The recipient may terminate assistance to a participant who violates program requirements or conditions of occupancy. Recipients must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a participant's assistance is terminated only in the most severe cases. Recipients are not prohibited from resuming assistance to a participant whose assistance has been terminated.

(b) Due process. In terminating assistance to a participant, the recipient must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process, at a minimum, must consist of:

(1) Written notice to the participant containing a clear statement of the reasons for termination;

(2) A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and

(3) Prompt written notice of the final decision to the participant.

Sec. 582.325 Outreach activities.

Recipients must use their best efforts to ensure that eligible hard-to-reach persons are served by S+C. Recipients are expected to make sustained efforts to engage eligible persons so that they may be brought into the program. Outreach should be primarily directed toward eligible persons who have a nighttime residence that is an emergency shelter or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g., persons living in cars, streets, and parks). Outreach activities are considered to be a supportive service, and the value of such activities that occur after the execution of the grant agreement may be included in meeting the matching requirement.

Sec. 582.330 Nondiscrimination and equal opportunity requirements.

(a) General. Recipients may establish a preference as part of their admissions procedures

for one or more of the statutorily targeted populations (i.e., seriously mentally ill, alcohol or substance abusers, or persons with AIDS and related diseases). However, other eligible disabled homeless persons must be considered for housing designed for the target population unless the recipient can demonstrate that there is sufficient demand by the target population for the units, and other eligible disabled homeless persons would not benefit from the primary supportive services provided.

(b) Compliance with requirements. (1) In addition to the nondiscrimination and equal opportunity requirements set forth in 24 CFR part 5, recipients serving a designated population of homeless persons must, within the designated population, comply with the prohibitions against discrimination against handicapped individuals under section 503 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 41 CFR chapter 60-741.

(2) The nondiscrimination and equal opportunity requirements set forth at part 5 of this title are modified as follows:

(i) The Indian Civil Rights Act (25 U.S.C. 1301 et seq.) applies to tribes when they exercise their powers of self-government, and to IHAs when established by the exercise of such powers. When an IHA is established under State law, the applicability of the Indian Civil Rights Act will be determined on a case-by-case basis. Projects subject to the Indian Civil Rights Act must be developed and operated in compliance with its provisions and all implementing HUD requirements, instead of title VI and the Fair Housing Act and their implementing regulations.

(ii) [Reserved]

(c) Affirmative outreach. (1) If the procedures that the recipient intends to use to make known the availability of the program are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap who may qualify for assistance, the recipient must establish additional procedures that will ensure that interested persons can obtain information concerning the assistance.

(2) The recipient must adopt procedures to make available information on the existence and locations of facilities and services that are accessible to persons with a handicap and maintain evidence of implementation of the procedures.

(d) The accessibility requirements, reasonable modification, and accommodation requirements of the Fair Housing Act and of section 504 of the Rehabilitation Act of 1973, as amended.

[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 5210, Feb. 9, 1996]

Sec. 582.335 Displacement, relocation, and real property acquisition.

(a) Minimizing displacement. Consistent with the other goals and objectives of this part, recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of supportive housing assisted under this part.

(b) Relocation assistance for displaced persons. A displaced person (defined in paragraph (f) of this section) must be provided relocation assistance at the levels described in, and in accordance with, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.

(c) Real property acquisition requirements. The acquisition of real property for supportive housing is subject to the URA and the requirements described in 49 CFR part 24, subpart B.

(d) Responsibility of recipient. (1) The recipient must certify (i.e., provide assurance of compliance) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and must ensure such compliance notwithstanding any third party's contractual obligation to the recipient to comply with these provisions.

(2) The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs also may be paid for with local public funds or funds available from other sources.

(3) The recipient must maintain records in sufficient detail to demonstrate compliance with provisions of this section.

(e) Appeals. A person who disagrees with the recipient's determination concerning whether the person qualifies as a "displaced person," or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the recipient. A low-

income person who is dissatisfied with the recipient's determination on his or her appeal may submit a written request for review of that determination to the HUD field office.

(f) Definition of displaced person. (1) For purposes of this section, the term "displaced person" means a person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property permanently as a direct result of acquisition, rehabilitation, or demolition for supportive housing project assisted under this part. The term "displaced person" includes, but may not be limited to:

(i) A person that moves permanently from the real property after the property owner (or person in control of the site) issues a vacate notice or refuses to renew an expiring lease, if the move occurs on or after:

(A) The date that the recipient submits to HUD an application for assistance that is later approved and funded, if the recipient has control of the project site; or

(B) The date that the recipient obtains control of the project site, if such control is obtained after the submission of the application to HUD.

(ii) Any person, including a person who moves before the date described in paragraph (f)(1)(i) of this section, if the recipient or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the assisted project.

(iii) A tenant-occupant of a dwelling unit who moves permanently from the building/complex on or after the date of the "initiation of negotiations" (see paragraph (g) of this section) if the move occurs before the tenant has been provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions must include a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

(A) The tenant's monthly rent before the initiation of negotiations and estimated average utility costs, or

(B) 30 percent of gross household income. If the initial rent is at or near the maximum, there must be a reasonable basis for concluding at the

time the project is initiated that future rent increases will be modest.

(iv) A tenant of a dwelling who is required to relocate temporarily, but does not return to the building/complex, if either:

(A) A tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or

(B) Other conditions of the temporary relocation are not reasonable.

(v) A tenant of a dwelling who moves from the building/complex permanently after he or she has been required to move to another unit in the same building/complex, if either:

(A) The tenant is not offered reimbursement for all reasonable out-

of-pocket expenses incurred in connection with the move; or

(B) Other conditions of the move are not reasonable.

(2) Notwithstanding the provisions of paragraph (f)(1) of this section, a person does not qualify as a "displaced person" (and is not eligible for relocation assistance under the URA or this section), if:

(i) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State, or local or tribal law, or other good cause, and HUD determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;

(ii) The person moved into the property after the submission of the application and, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, or suffer a rent increase) and the fact that the person would not qualify as a "displaced person" (or for any assistance provided under this section), if the project is approved;

(iii) The person is ineligible under 49 CFR 24.2(g)(2); or

(iv) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(3) The recipient may request, at any time, HUD's determination of whether a displacement is or would be covered under this section.

(g) Definition of initiation of negotiations. For purposes of determining the formula for computing the replacement housing assistance to be provided to a residential tenant displaced as a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, the term "initiation of negotiations" means the execution of the agreement between the recipient and HUD, or selection of the project site, if later.

Sec. 582.340 Other Federal requirements.

In addition to the Federal requirements set forth in 24 CFR part 5, the following requirements apply to this program:

(a) OMB Circulars. (1) The policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles Applicable to Grants, Contracts and Other Agreements with State and Local Governments) and 24 CFR part 85 apply to the acceptance and use of assistance under the program by governmental entities, and OMB Circular Nos. A-110 (Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations) and 24 CFR part 84 and A-122 (Cost Principles Applicable to Grants, Contracts and Other Agreements with Nonprofit Institutions) apply to the acceptance and use of assistance by private nonprofit organizations, except where inconsistent with provisions of the McKinney Act, other Federal statutes, or this part.

(2) The financial management systems used by recipients under this program must provide for audits in accordance with the provisions of 24 CFR part 44. Private nonprofit organizations who are subrecipients are subject to the audit requirements of 24 CFR part 45. HUD may perform or require additional audits as it finds necessary or appropriate.

(b) Conflict of interest. (1) In addition to the conflict of interest requirements in 24 CFR part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an

interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. Participation by homeless individuals who also are participants under the program in policy or decisionmaking under Sec. 582.300 of this part does not constitute a conflict of interest.

(2) Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the program and the effective and efficient administration of the recipient's project. An exception may be considered only after the recipient has provided the following:

(i) For States, units of general local governments, PHAs and IHAs, a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) For all recipients, an opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(3) In determining whether to grant a requested exception after the recipient has satisfactorily met the requirement of paragraph (b)(2) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the project which would otherwise not be available;

(ii) Whether the person affected is a member of a group or class of eligible persons and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iii) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(iv) Whether the interest or benefit was present before the affected person was in a

position as described in paragraph (b)(1) of this section;

(v) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vi) Any other relevant considerations.

[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 5210, Feb. 9, 1996; 61 FR 51171, Sept. 30, 1996; 62 FR 13539, Mar. 21, 1997]

Subpart E-Administration

Sec. 582.400 Grant agreement.

(a) General. The grant agreement will be between HUD and the recipient. HUD will hold the recipient responsible for the overall administration of the program, including overseeing any subrecipients or contractors. Under the grant agreement, the recipient must agree to operate the program in accordance with the provisions of this part and other applicable HUD regulations.

(b) Enforcement. HUD will enforce the obligations in the grant agreement through such action as may be necessary, including recapturing assistance awarded under the program.

Sec. 582.405 Program changes.

(a) Changes. HUD must approve, in writing, any significant changes to an approved program. Significant changes that require approval include, but are not limited to, a change in sponsor, a change in the project site for SRO or PRA with rehabilitation projects, and a change in the type of persons with disabilities to be served. Depending on the nature of the change, HUD may require a new certification of consistency with the CHAS (see Sec. 582.120).

(b) Approval. Approval for such changes is contingent upon the application ranking remaining high enough to have been competitively selected for funding in the year the application was selected.

Sec. 582.410 Obligation and deobligation of funds.

(a) Obligation of funds. When HUD and the applicant execute a grant agreement, HUD will obligate funds to cover the amount of the approved grant. The recipient will be expected to

carry out the activities as proposed in the application. After the initial obligation of funds, HUD is under no obligation to make any upward revisions to the grant amount for any approved assistance.

(b) Deobligation. (1) HUD may deobligate all or a portion of the approved grant amount if such amount is not expended in a timely manner, or the proposed housing for which funding was approved or the supportive services proposed in the application are not provided in accordance with the approved application, the requirements of this part, and other applicable HUD regulations. The grant agreement may set forth other circumstances under which funds may be deobligated, and other sanctions may be imposed.

(2) HUD may readvertise, in a notice of fund availability, the availability of funds that have been deobligated, or may reconsider applications that were submitted in response to the most recently published notice of fund availability and select applications for funding with the deobligated funds. Such selections would be made in accordance with the selection process described in Sec. 582.220 of this part. Any selections made using deobligated funds will be subject to applicable appropriation act requirements governing the use of deobligated funding authority.

(Approved by the Office of Management and Budget under control number 2506-0118)

EXHIBIT 2

TENANT-BASED RENTAL ASSISTANCE (TRA)

1. The Recipient is Seminole County Government, 534 W. Lake Mary Blvd., Sanford, Florida, 32773.
2. HUD agrees, subject to the terms of the Agreement, to provide the Grant Funds in the amount specified below for the approved project(s) described in the Application. HUD's total funding obligation is **\$568,920** for **11 (eleven) one-bedroom units** of tenant-based rental assistance to be located in Scattered Sites in Seminole County, Florida to serve eleven (11) households that are comprised of disabled persons who are **chronically homeless** and **severely mentally ill**.
3. The term of this Grant Agreement shall be five (5) years.
4. Recipient shall receive aggregate amounts of Grant Funds not to exceed the appropriate existing housing fair market rental value under Sec. 8(c)(1) of the United States Housing Act of 1937 in effect at the time the Application was approved. This fair market rent may be higher or lower than the fair market rent in effect at the time of application submission. At the option of the Recipient and subject to the availability of such amounts, the Recipient may receive in any year (a) up to 25 percent of such amounts or (2) such higher percentage as HUD may approve upon a demonstration satisfactory to HUD that the Recipient has entered into firm financial commitments to ensure that the housing assistance described in the application will be provided for the full term of the contract. Any amounts not needed for a year may be used to increase the amount available in subsequent years.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Adult Treatment Drug Court Grant Program - Acknowledgment of Terms and Conditions

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Michele Saunders, Jennifer Bero **EXT:** 2301, 7163

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Notice of Award in acceptance of terms and conditions for the Adult Treatment Drug Court Grant awarded in the amount of \$900,000.00 by the Substance Abuse and Mental Health Services Administration.

County-wide

Jennifer Bero

BACKGROUND:

On April 28, 2009, the Board of County Commissioners approved a request of the Adult Drug Court to serve as the applicant and fiscal agent in pursuit of the Adult Drug Court Expansion grant offered by the Substance Abuse and Mental Health Services Administration (SAMHSA). Funds would be used for program enhancements that would improve community response to the needs of non-violent criminal offenders whose legal problems stem from the abuse of illegal drugs and alcohol.

Staff received notice that the grant was awarded to Seminole County in the amount of \$299,867.00 per year for a 3-year period, totaling an award amount of \$899,601.00 with no match requirement. The Community Services Department would manage the grant and oversee project implementation with the Adult Drug Court Program.

For the funds to be received, the Board must approve the terms and conditions of the grant and acknowledge their acceptance through signature by the Chairman. A coordinating budget amendment request is presented for Board consideration in the Budget Division consent section of this agenda.

Staff is working with the County Attorney's Office to prepare a Memorandum of Understanding (MOU) with the Judiciary for Board consideration at a later date. This MOU will detail the roles and responsibilities of both the County and Judiciary as it relates to the Adult Drug Court grant.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Notice of Award in acceptance of terms and conditions for the Adult Treatment Drug Court Grant awarded in the amount of \$900,000.00 by the Substance Abuse and Mental Health Services Administration.

ATTACHMENTS:

1. Agreement

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> Budget Review (Lisa Spriggs)</p> <p><input checked="" type="checkbox"/> County Attorney Review (Arnold Schneider)</p>
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Notice of Award

Issue Date: 09/11/2009

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

Grant Number: 1H79TI021531-01

Program Director:
Bessie Lamb

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

Grantee Address	Business Address
COUNTY OF SEMINOLE Director, Community Services 1011 East First Street Sanford, FL 32771	Grants Administrator Seminole County 1011 East First Street Sanford, FL 32771

Budget Period: 09/30/2009 – 09/29/2010

Project Period: 09/30/2009 – 09/29/2012

Dear Grantee:

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

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

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

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

Sincerely yours,

William I Reyes
Grants Management Officer
Division of Grants Management, OPS
Substance Abuse and Mental Health Services Administration

See additional information below

SECTION I – AWARD DATA – 1H79TI021531-01

Award Calculation (U.S. Dollars)

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

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

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

Fiscal Information:

CFDA Number: 93.243
 EIN: 1596000856A1
 Document Number: H9TI21531A
 Fiscal Year: 2009

IC	CAN	Amount
TI	C96T511	\$299,867

TI Administrative Data:

PCC: ADRUG-CR / OC: 4145

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

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

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

SECTION III – TERMS AND CONDITIONS – 1H79TI021531-01

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

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

Treatment of Program Income:
Additional Costs

SECTION IV – TI Special Terms and Condition – 1H79TI021531-01

REMARKS:

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

SPECIAL CONDITION(S) OF AWARD:

NONE

SPECIAL TERM(S) OF AWARD:

NONE

STANDARD TERMS OF AWARD:

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

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

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

(a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.

(b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

18) Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

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

19) This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://samhsa.gov/grants/trafficking.aspx>.

20) Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at mike.daniels@samhsa.hhs.gov or 240-276-0759.

21) Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all grantees that electronically exchange patient level health information to external entities where national standards exist must:

A) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult <http://www.hhs.gov/healthit> for more information, and

B) Use HIT products (such as electronic health records, personalized health records, and the network components through which they operate and share information) that are certified by the Certification Commission for Healthcare Information Technology (CCHIT) or other recognized certification board, to ensure a minimum level of interoperability or compatibility of health IT products (<http://www.cchit.org/>). For additional information contact: Jim Kretz (CMHS) at 240-276-1755 or jim.kretz@samhsa.hhs.gov; Richard Thoreson (CSAT) at 240-276-2827 or richard.thoreson@samhsa.hhs.gov; or Sarah Wattenberg (OPPB) at 240-276-2975 or sarah.wattenberg@samhsa.hhs.gov.

22) If federal funds are used by the grantee to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

REPORTING REQUIREMENTS:

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

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

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

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

3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.

4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

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

INDIRECT COSTS:

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

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

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

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

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

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

Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official

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

HZ Helen Zhou, Grants Specialist

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

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Supportive Housing Program - Partnership for Grant Application**DEPARTMENT:** Fiscal Services**DIVISION:** Administration - Fiscal Services**AUTHORIZED BY:** Lisa Spriggs **CONTACT:** Michele Saunders, Jennifer Bero **EXT:** 2301, 7163**MOTION/RECOMMENDATION:**

Approve to partner with Homeless Services Network for their submission of an application to the US Department of Housing and Urban Development requesting grant funds through the Supportive Housing Program, and authorize the County Manager to execute any supportive documents as may be required in support of their application.

County-wide

Jennifer Bero

BACKGROUND:

The US Department of Housing and Urban Development provides grant funding through the Supportive Housing Program to develop services that will allow homeless persons to live as independently as possible. Program goals include helping homeless persons to achieve residential stability, increase skill levels and/or incomes, and obtain greater self-determination in decision making.

Homeless Services Network seeks to partner with Seminole County and several local nonprofit agencies to pursue the grant for housing and services to disabled homeless persons. Under the application, Seminole County would commit to providing five (5) homes through existing Neighborhood Stabilization Program funding for permanent supportive housing for people who are chronically homeless and/or homeless families with children. Other partners providing services towards the project include:

- Seminole Behavioral Healthcare – Mental Illness Support Services
- Community Based Care of Seminole – Family Support Services
- Sanford Housing Authority – Management of the Properties

Staff provided a letter of commitment with notation that Board approval was pending to Homeless Services Network for inclusion in the application in order to meet the grant deadline of October 12, 2009. Should the request be denied, the letter will be retracted from their application.

STAFF RECOMMENDATION:

Staff recommends that the Board approve to partner with Homeless Services Network for their submission of an application to the US Department of Housing and Urban Development requesting grant funds through the Supportive Housing Program, and authorize the County Manager to execute any supportive documents as may be required in support of their application.

ATTACHMENTS:

1. Letter of Commitment

Additionally Reviewed By: No additional reviews

COUNTY MANAGER'S OFFICE



October 12, 2009

Ms. Cathy Jackson
Homeless Services Network
1970 Traylor Blvd.
Orlando, FL 32854-7068

Dear Ms. Jackson:

On behalf of Seminole County, I am pleased to offer this letter of commitment in connection with Homeless Services Network's application to the Supportive Housing Program being offered by the US Department of Housing and Urban Development. Upon approval by the Board of County Commissioners on October 27, 2009, Seminole County will make available five (5) homes from our Neighborhood Stabilization Program for permanent supportive housing for people who are chronically homeless and/or homeless families with children. Additionally, we intend to partner with the Sanford Housing Development Corporation, Seminole Behavioral Healthcare, and Community Based Care of Seminole for the grant to ensure both housing and supportive services are available to these individuals and families.

Seminole County is dedicated to reducing homelessness within the county and improving the lives of its citizens who are chronically homeless. We appreciate the opportunity to participate in such a vital community-wide effort.

Sincerely,

Cynthia A. Coto
County Manager

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Issuance by Orange County Housing Finance Authority of Multifamily Housing Revenue Bonds

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Angela Singleton

EXT: 7168

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the authorizing resolution to ratify the anticipated issuance by Orange County Housing Finance Authority of the Multifamily Housing Revenue Bonds in an amount not to exceed \$16,000,000.00.

County-wide

Lisa Spriggs

BACKGROUND:

Under the authority granted through an agreement dated February 1, 1982 between Seminole County and the Orange County Housing Finance Authority, the Authority has approved a plan of financing contemplating the issuance of its Multifamily Housing Revenue Bonds in one or more series in an aggregate principal amount of tax-exempt bonds not to exceed \$16,000,000. The proceeds of the bonds will be used to finance the acquisition, rehabilitation and equipping of a residential rental project to be owned by SC Boca Vista LLC, a Florida limited liability company, for persons of low and moderate income (the "Project"). The Project is located in Seminole County.

A public hearing was held on Monday, September 14, 2009 at the Seminole County Services Building at 10:00 am, Room 3026 for the proposed issuance of the bonds. The purpose of the hearing was to provide opportunity for public comments regarding the issuance of the Multifamily Housing Revenue Bonds. No comments were received at the hearing.

The Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") requires all industrial development bonds issued for the purpose of financing multifamily housing developments be approved by the Authority and each governmental unit having jurisdiction over the area in which the bond financed facility is located.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the authorizing resolution to ratify the anticipated issuance by Orange County Housing Finance Authority of the Multifamily Housing Revenue Bonds in an amount not to exceed \$16,000,000.00.

ATTACHMENTS:

1. Notice of Public Hearing
2. Affidavit of Publication
3. Resolution

Additionally Reviewed By: No additional reviews

**NOTICE OF PUBLIC HEARING
ORANGE COUNTY HOUSING FINANCE AUTHORITY
RESIDENTIAL RENTAL PROJECTS**

Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its not to exceed \$16,000,000 Multifamily Housing Revenue Bonds, 2009 Series [to be designated] (Chatham Harbor Apartments) (the "Bonds"). The proceeds of the Bonds would be used to finance the acquisition, rehabilitation and equipping of the following residential rental project:

PROJECT/LOCATION	NO. OF UNITS	OWNER
<u>Chatham Harbor Apartments</u> On and around 545 Nantucket Court, Altamonte Springs, Seminole County, Florida 32714	324	SC Boca Vista LLC, a Florida limited liability company

The public hearing will be held at the following time and location:

TIME	LOCATION
10:00 A.M. Monday, September 14, 2009	Seminole County Services Building 1101 East First Street Third Floor, Room 3026 Sanford, Florida 32771

Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before September 11, 2009. Oral comments will be limited to no more than 3 minutes per person. Written comments or notice of intent to present oral comments should be directed to:

Orange County Housing Finance Authority
2211 E. Hillcrest Street
Orlando, Florida 32803
Attention: Executive Director

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, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, 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.

Orlando Sentinel

Published Daily

State of Florida } S.S.
COUNTY OF ORANGE }

Before the undersigned authority personally appeared Tamela Vargas, who on oath says that he/she is the Legal Advertising Representative of Orlando Sentinel, a daily newspaper published at Orlando in Orange County, Florida; that the attached copy of advertisement, being a Public Hearing in the matter of Chatham Harbor Apartments in the Orange County, was published in said newspaper in the issue; of 8/30/09

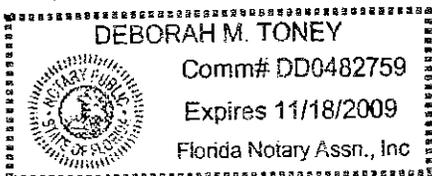
Affiant further says that the said Orlando Sentinel is a newspaper published at Orlando, in said Orange County, Florida, and that the said newspaper has heretofore been continuously published in said Orange County, Florida, each Week Day and has been entered as second-class mail matter at the post office in Orlando in said Orange County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Tamela Vargas

The foregoing instrument was acknowledge before me this 1 day of September, 2009, by Tamela Vargas, who is personally known to me and who did take an oath.

[Signature]

(SEAL)



Order# 1014221

NOTICE OF PUBLIC HEARING ORANGE COUNTY HOUSING FINANCE AUTHORITY RESIDENTIAL RENTAL PROJECTS

Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its not to exceed \$16,000,000 Multifamily Housing Revenue Bonds, 2009 Series (to be designated) (Chatham Harbor Apartments) (the "Bonds"). The proceeds of the Bonds would be used to finance the acquisition, rehabilitation and equipping of the following residential rental project:

PROJECT/LOCATION Chatham Harbor Apartments On and around 545 Nantucket Court, Altamonte Springs, Seminole County, Florida 32714.

NO. OF UNITS 324

OWNER SC Boca Vista LLC, a Florida limited liability company

The public hearing will be held at the following time and location:

TIME 10:00 A.M. Monday, September 14, 2009

LOCATION Seminole County Services Building 1101 East First Street Third Floor, Room 3026 Sanford, Florida 32771

Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before September 11, 2009. Oral comments will be limited to no more than 3 minutes per person. Written comments or notice of intent to present oral comments should be directed to:

Orange County Housing Finance Authority 2211 E. Hillcrest Street Orlando, Florida 32803
Attention: Executive Director

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, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, 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.

OLS1014221 8/30/2009

2009-R-____
RESOLUTION

WHEREAS, the ORANGE COUNTY HOUSING FINANCE AUTHORITY (the "Authority") was created pursuant to Ordinance 78-18, codified in the Code of Orange County at Section 2-151 *et seq*; and

WHEREAS, the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") has created a requirement that all industrial development bonds issued after December 31, 1982, for the purpose of financing multifamily housing developments require approval by the Authority, and each governmental unit having jurisdiction over the area in which the bond financed facility is located; and

WHEREAS, such approval is to be given after a public hearing for which reasonable notice has been given; and

WHEREAS, the Authority is contemplating the issuance of its Multifamily Housing Revenue Bonds, 2009 Series [to be designated] (Chatham Harbor Apartments) in one or more series in an aggregate principal amount of tax-exempt bonds not to exceed \$16,000,000 (the "Bonds") to finance the acquisition, rehabilitation and equipping of a residential rental project to be owned by SC Boca Vista LLC, a Florida limited liability company, for persons of low and moderate income (the "Project").

The acquisition, rehabilitation and equipping of the following residential rental project will be financed with a portion of the proceeds of the Bonds:

PROJECT/LOCATION

NO OF UNITS

Chatham Harbor Apartments

On and around 545 Nantucket Court, Altamonte Springs, Seminole County, Florida 32714

324

WHEREAS, a public hearing was held at 10:00 a.m. on September 14, 2009, with regard to financing this qualified housing development, at the place and at the time described in the Notice of Public Hearing attached hereto as Exhibit A, which Notice was published a reasonable time in advance of the hearing date in a newspaper of general circulation in Seminole County; and

WHEREAS, the Authority has presented the issue in an aggregate principal amount not to exceed \$16,000,000 for approval to the Board of County Commissioners of Seminole County;

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

SECTION 1. Authority. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapters 125 and 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. Findings. The Board hereby finds, determines and declares as follows:

A. The Project and the issuance of the Bonds to finance the Project will have a substantial public benefit.

B. The Board is the elected legislative body of Seminole County and has jurisdiction over the Project.

C. Seminole County has entered into an Interlocal Agreement with the Authority dated February 1, 1982, pursuant to which Seminole County has permitted the Authority to operate within its boundaries.

SECTION 3. Ratification and Approval. The Board hereby finds that financing the Project located in Seminole County will help alleviate the shortage of housing for persons and families of low and moderate income in Seminole County.

Solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, the Board hereby approves the issuance and sale of the Bonds in an aggregate principal amount not to exceed \$16,000,000 for the purpose of making a loan to SC Boca Vista LLC, a Florida limited liability company (the "Owner"), for the financing of the cost of acquisition, rehabilitation and equipping of a residential rental project for persons and families of low and moderate income. The Bonds shall be issued on such terms and in such manner as shall be established by subsequent proceedings of the Authority.

SECTION 4. Limited Obligations. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Seminole County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenues pledged therefor pursuant to a loan agreement or other financing agreement entered into by and between the Authority and the Owner prior to or contemporaneously with the issuance of the Bonds.

SECTION 5. Limited Approval. The approval given herein shall not be construed as an approval of any necessary rezoning applications nor for any other regulatory permits relating to the Project and the Board shall not be construed by reason of its adoption of this resolution to (i) attest to the Owner's ability to repay the indebtedness represented by the Bonds, (ii) recommend to prospective purchasers of the Bonds to purchase the same, or (iii) have waived any right of Seminole County or estopping Seminole County from asserting any rights or responsibilities it may have in that regard. Further, the approval by the Board of the issuance of the Bonds by the Authority shall not be construed to obligate the County to incur any liability,

pecuniary or otherwise, in connection with either the issuance of the Bonds or the Project, and the Authority shall so provide in the financing documents setting forth the details of the Bonds.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 27th day of October, 2009.

SEMINOLE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Chairman

Attest:

By: _____
Clerk

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #09-104 - \$167,744,691 - Various Departments - Various Funds - Project Carryforward Reversal

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Fredrik Coulter

EXT: 7180

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-104 (FY 2008/09) through various funds in the amount of \$167,744,691.00 in order to remove from the FY 2008/09 Budget the project funds carried forward into the FY 2009/10 budget.

County-wide

Fredrik Coulter

BACKGROUND:

As part of the Second Public Hearing for the Adoption of the FY 2009/10 Budget, certain unexpended and unencumbered project funds were carried forward from FY 2008/09 into FY 2009/10. In order to ensure that the same funds are not budgeted in both FY 2008/09 and FY 2009/10, the attached BAR reduces the project funding in FY 2008/09 by the amounts carried forward into FY 2009/10.

Attached to the Agenda Memorandum are the following documents:

1. Budget Amendment Request (BAR) #09-104
2. The Project Carryforward included in the Second Public Hearing Book, presented and approved by the Board of County Commissioners as part of the Adopted Budget for FY 2009/10 on September 22, 2009.
3. A reconciliation of the project carryforward to the amounts reported on the Budget Amendment Request. In the vast majority of cases, the amount that was carried forward into FY 2009/10 is equal to the net project reduction included on the attached BAR. However, for the majority of the Departmental Grant Funds, the amount and nature of grant accounting and reporting makes the "true up" process more cost effective if the grant revenue and expenditures are not removed from the FY 2008/09 budget. Accordingly, Grant Fund project carryforwards (excluding the Public Works Grants Funds) are not reversed in FY 2008/09.

The net effect of the attached BAR is to decrease project budgets and revenues, as well as significantly increase budgeted Reserves in many funds in the FY 2008/09 Budget. The impact of these changes have already been included in the Adopted Budget for FY 2009/10.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-104 (FY 2008/09) through various funds in the amount of \$167,744,691.00 in order to remove from the FY 2008/09 Budget the project funds carried forward into the FY 2009/10 budget.

ATTACHMENTS:

1. Budget Amendment Request
2. Project Carryforward - From Second Public Hearing
3. Reconciliation

Additionally Reviewed By: No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
<u>Fredrik Coulter</u> Analyst	<u>9/25/09</u> Date
<u>Budget Manager</u>	Date
<u>Director</u>	Date
<u>09-104</u> BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**

Department: Various

Fund(s): Various

PURPOSE: To reverse the project carryforward for the FY 2009/10 adopted budget.

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:

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
		See attached	\$ 167,744,691
Total Sources			\$ 167,744,691

Uses:

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
		See attached	\$ 167,744,691
Total Uses			\$ 167,744,691

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: _____

Account Number	Project #	Account Title	Amount
Sources:			
00100.010500.530310	00243101	Professional Services (LAND AT FIVE POINTS)	\$ 63
00100.010530.560610	00243101	Land (LAND AT FIVE POINTS)	6,343,111
00100.010560.560650	00207301	Construction in Progress (FALLEN HERO'S MEMORIAL)	259,360
00100.010560.560650	00234901	Construction in Progress (PSB Security Sy Access Upgrade)	66,868
00100.010560.560650	00235001	Construction in Progress (PSB Fire Alarm System Upgrade)	9,421
00100.010599.560650	00234803	Construction in Progress (HEALTH DEPT RENOVATION PH 2)	847,481
00100.043800.530340	00231101	Contracted Services (CLASS ESCOM SYSTEM MODULE)	14,880
00100.043800.530340	00231701	Contracted Services (INCREASED LANDSCAPING ON PAVED)	10,000
00100.043800.530340	00252101	Contracted Services (TRAILS SIGNAGE IMPROVE)	85,244
00100.043800.530520	00231101	Operating Supplies (CLASS ESCOM SYSTEM MODULE)	18,926
00100.043800.560630	00232001	Improvements Other Than Buildings (LAKE JESUP BOARDWALK REPAIR)	2,776
00100.110108.530340	00110108	Contracted Services (TREE REPLACEMENT)	260,063
00100.110200.530310	00110206	Professional Services (LAND DEVELOPMENT CODE)	346,599
00100.140510.560642	00249201	Equipment >\$4,999 (COMMUNICATION TOWER REPLACE)	9,541
00100.140510.560650	00249201	Construction in Progress (COMMUNICATION TOWER REPLACE)	2,758,112
00100.140630.560646	00249611	Capital Software (Client Tracking & Reporting Software)	30,000
00100.140630.560646	00279602	Capital Software (REWRITE AGENDA APPLICATION)	16,081
00103.113010.530310	00233901	Professional Services (ECON RESTORATION AREA)	17,992
00103.113010.560630	00233901	Improvements Other Than Buildings (ECON RESTORATION AREA)	566
00108.010576.530460	00273912	Repairs and Maintenance (ROOF REPLACEMENT PS)	275,000
00108.010576.560650	00274103	Construction in Progress (HVAC Replacement - Libraries)	240,210
10102.110203.530490	00110203	Other Charges and Obligations (DEVELOPERS COMMITMENT BUS SHE)	169,009
11200.010577.530460	00277901	Repairs and Maintenance (Fire Station Maintenance Proje)	102,096
11200.010577.560610	00258001	Land (FIRE STATION 29)	1,765,506
11200.010577.560620	00235001	Buildings (PSB Fire Alarm System Upgrade)	23,830
11200.010577.560650	00189301	Construction in Progress (Renovations to Fire Stations)	1,087,637
11200.010577.560650	00189302	Construction in Progress (RENOVATION - FIRE STATION #11)	186,900

Account Number	Project #	Account Title	Amount
11200.010577.560650	00226101	Construction in Progress (Fire Training Facility)	1,043,137
11200.010577.560650	00258001	Construction in Progress (FIRE STATION 29)	58,496
11200.010577.560650	00284001	Construction in Progress (FTC WASHER/DRYER MOVE)	4,227
11200.010577.560650	00284101	Construction in Progress (FS #42 WELL INSTALL)	4,550
11200.056100.560642	00561003	Equipment >\$4,999 (TRANSPORT CAPABLE RESCUE VEH)	67,524
11500.077415.560610	00234502	Land (MARKHAM WDS RD & DRAINAGE IMPR)	8,616
11500.077415.560650	00234502	Construction in Progress (MARKHAM WDS RD & DRAINAGE IMPR)	9,901
11500.077515.560610	00005801	Land (UPSALA RD (C-15) - 46 TO 17-92)	1,217,420
11500.077515.560610	00006301	Land (CHAPMAN ROAD/S.R. 426-S.R. 43)	3,378,814
11500.077515.560610	00007002	Land (CR 427 MITIGATION)	37,883
11500.077515.560610	00008702	Land (SEMINOLA BLVD/CUMBERLAND FARMS)	138,231
11500.077515.560610	00054101	Land (LAKE EMMA ROAD/SAND POND RD-L)	797,962
11500.077515.560650	00005801	Construction in Progress (UPSALA RD (C-15) - 46 TO 17-92)	324,314
11500.077515.560650	00006602	Construction in Progress (C.R. 419/EASTERN LIMITS-2ND S)	4,052
11500.077515.560650	00014602	Construction in Progress (WYMORE ROAD SIDEWALK)	300,000
11500.077515.560670	00005801	Roads (UPSALA RD (C-15) - 46 TO 17-92)	371,056
11500.077515.560670	00006102	Roads (AIRPORT BLVD II & III)	130,665
11500.077515.560670	00006202	Roads (BUNNELL ROAD/EDEN PARK AVE)	1,557,174
11500.077515.560670	00006203	Roads (Bunnell/Eden Park Utility Relo)	99,354
11500.077515.560670	00007202	Roads (CR427 PHASE 5/6)	5,817
11500.077515.560670	00010705	Roads (ROAD SIGNING ELMB & OSIA)	165,754
11500.077515.560670	00011401	Roads (C.R. 46A/COUNTRY CLUB-OLD LAK)	63,969
11500.077515.560670	00011402	Roads (CR 46A WALLS AND LANDSCAPE)	287,180
11500.077515.560670	00012401	Roads (LAKE DRIVE/SEMINOLA BLVD-TUSK)	26,177
11500.077515.560670	00012402	Roads (LAKE DRIVE(CASSELBERRY))	133,114
11500.077515.560670	00012403	Roads (LAKE DRIVE SNOCWTA)	53,200
11500.077515.560670	00024202	Roads (Howell Br/Lk Howell/SR436 Ldsc)	62,400
11500.077515.560670	00054101	Roads (LAKE EMMA ROAD/SAND POND RD-L)	10,148,624

Account Number	Project #	Account Title	Amount
11500.077515.560680	00005801	Construction & Design (UPSALA RD (C-15) - 46 TO 17-92)	2,148
11500.077515.560680	00006201	Construction & Design (BUNNEL RD/ MAGNOLIA ST)	4,924
11500.077515.560680	00006301	Construction & Design (CHAPMAN ROAD/S.R. 426-S.R. 43)	81,319
11500.077515.560680	00012401	Construction & Design (LAKE DRIVE/SEMINOLA BLVD-TUSK)	398
11500.077515.560680	00014602	Construction & Design (WYMORE ROAD SIDEWALK)	8,538
11500.077515.560680	00054101	Construction & Design (LAKE EMMA ROAD/SAND POND RD-L)	828
11500.077515.580811	00251401	Aid to Governmental Agencies (RAIL RELATED TRANSIT)	2,310,000
11500.077515.580813	00278501	Aid to Gov't Agencies - Design (SR 46 AND SR 415)	50,081
11500.077615.560650	00007203	Construction in Progress (CTY RD 427 PHASE V &VI MITIGAT)	44,200
11541.043807.560650	00261501	Construction in Progress (Red Bug Lk Rd Median Refurb)	1,706
11541.077441.560670	00247706	Roads (MAGNOLIA/27TH TO PAVEMENT CHAN)	48,802
11541.077541.560610	00191652	Land (CR 426 from SR46 to CR419)	915,053
11541.077541.560610	00191656	Land (Longwood - Lake Mary Road)	5,938
11541.077541.560610	00192015	Land (W MARKHAM WDS (WILLSMN-LM))	24,000
11541.077541.560610	00192582	Land (West 27th Street Sidewalk)	50,000
11541.077541.560610	00192583	Land (Airport Boulevard Sidewalk)	100,000
11541.077541.560610	00192584	Land (County Road 46A Sidewalk)	50,000
11541.077541.560610	00192907	Land (GREENWOOD BLVD SIDEWALK)	20,000
11541.077541.560610	00209108	Land (Lincoln Heights/Minor Projects)	450,400
11541.077541.560610	00209114	Land (RED BUD LAKE RD @ HOWELL CREEK)	200,000
11541.077541.560650	00187718	Construction in Progress (Riverwalk Trail - CR 15)	2,000,000
11541.077541.560650	00192017	Construction in Progress (MARKHAM WOOD GRAVITY WALL)	457,557
11541.077541.560650	00192582	Construction in Progress (West 27th Street Sidewalk)	88,061
11541.077541.560650	00192583	Construction in Progress (Airport Boulevard Sidewalk)	600,000
11541.077541.560650	00192584	Construction in Progress (County Road 46A Sidewalk)	250,000
11541.077541.560650	00192591	Construction in Progress (Markham Road Sidewalk)	331,035
11541.077541.560650	00192592	Construction in Progress (Midway Elem School Area Sidewa)	496,618
11541.077541.560650	00192593	Construction in Progress (Ronald Reagan Bevd (CR 427))	252,678

Account Number	Project #	Account Title	Amount
11541.077541.560650	00192902	Construction in Progress (COUNTRY CLB RD (C-15) SIDEWALK)	100,000
11541.077541.560650	00192904	Construction in Progress (BRULEY ROAD SIDEWALK)	100,000
11541.077541.560650	00192906	Construction in Progress (BIRD ROAD SIDEWALK)	169,399
11541.077541.560650	00192907	Construction in Progress (GREENWOOD BLVD SIDEWALK)	75,000
11541.077541.560650	00192916	Construction in Progress (SOUTH CITRUS SIDEWALK SAFETY)	48,302
11541.077541.560650	00196901	Construction in Progress (PED. OVERPASS AT RED BUG ELEME)	3,925,516
11541.077541.560650	00206201	Construction in Progress (DYSON DRIVE SCHOOL SAFETY SIDE)	352,899
11541.077541.560650	00206208	Construction in Progress (DYSON DRIVE SIDEWALK (COUNTY))	327,636
11541.077541.560650	00209108	Construction in Progress (Lincoln Heights/Minor Projects)	2,000,000
11541.077541.560650	00209113	Construction in Progress (Red Bug Lake Dr east of SR 436)	696,459
11541.077541.560650	00227032	Construction in Progress (CR 15 (Country Club Road) Pave)	291,960
11541.077541.560650	00227038	Construction in Progress (Wekiva Spgs Rd (County Line to)	81,961
11541.077541.560650	00227039	Construction in Progress (Old Lake Mary Rd Palmetto to)	3,574
11541.077541.560650	00227040	Construction in Progress (CR 415 / 13th St Pavement Reha)	200,000
11541.077541.560650	00227041	Construction in Progress (CR 415 / Celery Ave Pavement)	6,652
11541.077541.560650	00228301	Construction in Progress (SYLVAN LK/ YANKEE LK SUBBASIN)	1,948,282
11541.077541.560650	00229205	Construction in Progress (Lk Mary/Intl Dr Ped Overpass)	4,130,800
11541.077541.560670	00065201	Roads (MINOR ROADS UTILITY UPGRADES)	306,000
11541.077541.560670	00191636	Roads (ENG-CR431 (ORANGE BLVD))	373,962
11541.077541.560670	00191640	Roads (COUNTRY CLUB RD (RANTOUL LANE))	840,803
11541.077541.560670	00191650	Roads (SR46A@US 17/92(Minor Projects))	10,372
11541.077541.560670	00191651	Roads (UPSALA ROAD - 90 DEGREE CURVE)	123,583
11541.077541.560670	00191654	Roads (JACOBS TRAIL)	320,514
11541.077541.560670	00191655	Roads (HOWELL CR DAM - LK HOWELL ROAD)	86,386
11541.077541.560670	00191660	Roads (CR 46A at International Parkwa)	234,232
11541.077541.560670	00191666	Roads (Lake Mary Blvd at 17/92 Inters)	335,562
11541.077541.560670	00192007	Roads (ENG-WEKIVA SPRINGS RD)	320,458
11541.077541.560670	00192008	Roads (ENG-WEKIVA SPRINGS RD)	67,359
11541.077541.560670	00192014	Roads (BEAR LAKE ROAD (COUNTY LINE TO)	117,065

Account Number	Project #	Account Title	Amount
11541.077541.560670	00192015	Roads (W MARKHAM WDS (WILLSMN-LM))	556,039
11541.077541.560670	00197001	Roads (17-92 SANFORD LAKEFRONT PROJEC)	2,900,000
11541.077541.560670	00205202	Roads (OVIEDO-CTY/CITY COST SHARED PR)	5,750,000
11541.077541.560670	00205204	Roads (Altamonte Ped Overpass-Cost Sh)	2,000,000
11541.077541.560670	00205302	Roads (SR 434/MONTGOMERY TO I-4)	555,852
11541.077541.560670	00205305	Roads (SR 434 MONT TO I-4 RELO)	110,121
11541.077541.560670	00275601	Roads (Fernwood Blvd Ped Crossing)	80,000
11541.077541.560670	00282301	Roads (LK MILLS WATER CONTROL)	41,241
11541.077541.560670	00283601	Roads (ARRA W 25TH ST PAVEMENT REHAB)	250,000
11541.077541.560670	00283701	Roads (ARRA HOWELL BRANCH RD PAVEMENT)	150,000
11541.077541.560670	00283801	Roads (ARRA LAKE MARY BOULEVARD)	300,000
11541.077541.560680	00191636	Construction & Design (ENG-CR431 (ORANGE BLVD))	7,659
11541.077541.560680	00191642	Construction & Design (SR436@Maitland Av(Minor Projec)	10,813
11541.077541.560680	00191650	Construction & Design (SR46A@US 17/92(Minor Projects))	139
11541.077541.560680	00191651	Construction & Design (UPSALA ROAD - 90 DEGREE CURVE)	4,125
11541.077541.560680	00191655	Construction & Design (HOWELL CR DAM - LK HOWELL ROAD)	22,678
11541.077541.560680	00191656	Construction & Design (Longwood - Lake Mary Road)	44,820
11541.077541.560680	00191660	Construction & Design (CR 46A at International Parkwa)	7,712
11541.077541.560680	00191663	Construction & Design (FUTURE PROJ PRE ENGINEER EVALU)	4,302
11541.077541.560680	00191666	Construction & Design (Lake Mary Blvd at 17/92 Inters)	1,084
11541.077541.560680	00191667	Construction & Design (Lake Mary Boulevard)	50,068
11541.077541.560680	00192007	Construction & Design (ENG-WEKIVA SPRINGS RD)	1,452
11541.077541.560680	00192016	Construction & Design (MARKHAM WDS RD LM BLVD- MARKHAR)	17,555
11541.077541.560680	00192582	Construction & Design (West 27th Street Sidewalk)	12,107
11541.077541.560680	00192583	Construction & Design (Airport Boulevard Sidewalk)	45,356
11541.077541.560680	00192584	Construction & Design (County Road 46A Sidewalk)	75,000
11541.077541.560680	00192591	Construction & Design (Markham Road Sidewalk)	1,805
11541.077541.560680	00192593	Construction & Design (Ronald Reagan Bevd (CR 427))	36,681

Account Number	Project #	Account Title	Amount
11541.077541.560680	00192903	Construction & Design (MIKLER ROAD SIDEWALK)	5,971
11541.077541.560680	00192905	Construction & Design (JAMESTOWN COMMUNITY SIDEWALK)	39,537
11541.077541.560680	00198101	Construction & Design (MAJOR/STATE RDS PROGRAM)	980,000
11541.077541.560680	00198102	Construction & Design (CR 419)	756,407
11541.077541.560680	00205202	Construction & Design (OVIEDO-CTY/CITY COST SHARED PR)	16,259
11541.077541.560680	00205302	Construction & Design (SR 434/MONTGOMERY TO I-4)	11,801
11541.077541.560680	00209110	Construction & Design (WEST CRYSTAL DR DRAINAGE IMPRO)	248,994
11541.077541.560680	00209114	Construction & Design (RED BUD LAKE RD @ HOWELL CREEK)	190,480
11541.077541.560680	00226301	Construction & Design (RED BUG LAKE RD @ SR 436 INTER)	55,929
11541.077541.560680	00229001	Construction & Design (STWTR CASSEL CREEK STORMWTR FA)	227,759
11541.077541.560680	00229205	Construction & Design (Lk Mary/Intl Dr Ped Overpass)	9,913
11541.077541.560680	00277001	Construction & Design (Lk Mary Blvd at Sun Drive)	38,917
11541.077541.580813	00191646	Aid to Gov't Agencies - Design (SR426/Tusakawilla to 417(Minor)	113,220
11541.077541.580813	00205304	Aid to Gov't Agencies - Design (SR434 RANGELINE RD TO CR 427)	1,697,348
11541.077541.580814	00205303	Aid to Gov't Agencies - Construction (SR 434/I-4 TO PALM SPRINGS-RAN)	138,731
11541.077641.560610	00209102	Land (ANCHOR ROAD DESIGN)	276,698
11541.077641.560610	00209106	Land (WEKIVA PARK DRIVE)	25,000
11541.077641.560650	00008302	Construction in Progress (STWTR SWEETWATER COVE TRIBUTA)	67,923
11541.077641.560650	00174503	Construction in Progress (STWTR -SR 434 SEDIMENTION BASI)	794,491
11541.077641.560650	00203002	Construction in Progress (STWTR MONROE BASIN DEFICIENCY)	66,088
11541.077641.560650	00209106	Construction in Progress (WEKIVA PARK DRIVE)	20,810
11541.077641.560650	00209113	Construction in Progress (Red Bug Lake Dr east of SR 436)	381,874
11541.077641.560650	00228301	Construction in Progress (SYLVAN LK/ YANKEE LK SUBBASIN)	114,550
11541.077641.560650	00233801	Construction in Progress (JPP/CLUB II REG STORMWATER FAC)	63,672
11541.077641.560650	00258401	Construction in Progress (LOCKHART SMITH CANAL)	9,157
11541.077641.560680	00209102	Construction & Design (ANCHOR ROAD DESIGN)	3,529
11541.077641.560680	00209108	Construction & Design (Lincoln Heights/Minor Projects)	112,001
11541.077641.560680	00209113	Construction & Design (Red Bug Lake Dr east of SR 436)	14,179

Account Number	Project #	Account Title	Amount
11541.077741.560670	00205526	Roads (BEAR LAKE AT BUNNELL MAST ARMS)	17,586
11541.077741.560670	00205527	Roads (CR 46A at Ridgewood Mast Arms)	17,590
11541.077741.560670	00205530	Roads (PALM SPRINGS AT NORTH MAST ARM)	11,316
11541.077741.560670	00205535	Roads (OXFORD LK THE WOODS MAST ARMS)	11,460
11541.077741.560670	00205538	Roads (17-92 at Laura Street - Mast A)	5,284
11541.077741.560670	00205614	Roads (CR 427 FIBER OPTIC CONSTRUCTIO)	2,000
11541.077741.560670	00205733	Roads (TRANSPONDER READER STATIONS)	150,000
11541.077741.560670	00205734	Roads (VIDEO WALL DISPLAY UPGRADE)	58,070
11541.077741.560680	00205726	Construction & Design (NETWORK AS-BUILTS)	350,016
11541.077742.560670	00202340	Roads (HOWELL BR RD DETECT WARNINGS)	43,000
11541.077742.560670	00202345	Roads (MAITLAND AVE DETECT WARNINGS)	27,000
11541.077742.560670	00202346	Roads (MCCULLOCH RD DETECT WARNINGS)	14,000
11541.077742.560670	00202348	Roads (RED BUG LK RD DETECT WARNINGS)	33,000
11541.077742.560670	00202352	Roads (DODD RD DETECT WARNINGS)	40,000
11541.077742.560670	00202353	Roads (RAIL RD CROSS INTERIM IMPROVEM)	30,000
11541.077742.560670	00202507	Roads (LAKE HOWELL HS TRAFIC CIRCULAT)	166,366
11916.077516.560650	00241701	Construction in Progress (Joint Participation Proj -IFAS)	1,191,750
11916.077516.560670	00205302	Roads (SR 434/MONTGOMERY TO I-4)	1,334,631
11916.077516.560670	00275601	Roads (Fernwood Blvd Ped Crossing)	120,000
11916.077516.560680	00192909	Construction & Design (Wilson Road Sidewalk)	50,000
11916.077516.580813	00255801	Aid to Gov't Agencies - Design (SR 416 GATEWAY SIDEWALK JPP)	104
11916.077518.560650	00187757	Construction in Progress (Big Tree Park Trailhead)	148,000
11916.077603.530310	00258401	Professional Services (LOCKHART SMITH CANAL)	28,054
11916.077603.560650	00008302	Construction in Progress (STWTR SWEETWATER COVE TRIBUTA)	18,258
11916.077603.560650	00174503	Construction in Progress (STWTR -SR 434 SEDIMENTION BASI)	269,652
11916.077603.560650	00241701	Construction in Progress (Joint Participation Proj -IFAS)	775,363
11916.077603.560680	00008302	Construction & Design (STWTR SWEETWATER COVE TRIBUTA)	302,183
11916.077603.560680	00174503	Construction & Design (STWTR -SR 434 SEDIMENTION BASI)	13,202

Account Number	Project #	Account Title	Amount
11922.077507.560670	00283601	Roads (ARRA W 25TH ST PAVEMENT REHAB)	1,176,000
11922.077507.560670	00283701	Roads (ARRA HOWELL BRANCH RD PAVEMENT)	600,000
11922.077507.560670	00283801	Roads (ARRA LAKE MARY BOULEVARD)	1,270,000
11922.077507.560670	00283901	Roads (ARRA CST HOWELL CREEK TRESTLE)	1,250,000
12500.055725.530521	00274601	Operating Supplies - Equipment (Consumer Premise Equipment (CP))	1,570
12500.055725.560642	00274601	Equipment >\$4,999 (Consumer Premise Equipment (CP))	1,401,984
12500.055725.560642	00274701	Equipment >\$4,999 (Enhanced E-911 Recording Syste)	41,126
12601.077521.560610	00007002	Land (CR 427 MITIGATION)	88,391
12601.077521.560610	00008702	Land (SEMINOLA BLVD/CUMBERLAND FARMS)	175,930
12601.077521.560670	00006102	Roads (AIRPORT BLVD II & III)	7,779
12601.077521.560670	00007202	Roads (CR427 PHASE 5/6)	2,045
12601.077521.560670	00011401	Roads (C.R. 46A/COUNTRY CLUB-OLD LAK)	240,642
12601.077521.560670	00024202	Roads (Howell Br/Lk Howell/SR436 Ldsc)	132,600
12601.077621.560650	00007203	Construction in Progress (CTY RD 427 PHASE V &VI MITIGAT)	125,800
12602.077522.560610	00054101	Land (LAKE EMMA ROAD/SAND POND RD-L)	238,202
12602.077522.560650	00229205	Construction in Progress (Lk Mary/Intl Dr Ped Overpass)	601,488
12602.077522.560670	00054101	Roads (LAKE EMMA ROAD/SAND POND RD-L)	3,025,422
12603.077523.560670	00006202	Roads (BUNNELL ROAD/EDEN PARK AVE)	1,827,987
12603.077523.560670	00006203	Roads (Bunnell/Eden Park Utility Relo)	116,634
12603.077523.560680	00006201	Construction & Design (BUNNEL RD/ MAGNOLIA ST)	22,425
12604.077524.560610	00006301	Land (CHAPMAN ROAD/S.R. 426-S.R. 43)	2,348,402
12604.077524.560680	00006301	Construction & Design (CHAPMAN ROAD/S.R. 426-S.R. 43)	56,511
12605.077525.560670	00012401	Roads (LAKE DRIVE/SEMINOLA BLVD-TUSK)	163,076
12605.077525.560680	00012401	Construction & Design (LAKE DRIVE/SEMINOLA BLVD-TUSK)	929
12801.010578.560650	00258001	Construction in Progress (FIRE STATION 29)	2,252,107
12801.123000.560670	00012804	Roads (20 -TRAFFIC PREEMPTION DEVICES)	53,778
12901.033809.560650	00045204	Construction in Progress (COURTHOUSE A&E AND RENOVATION)	209,294
12902.033808.530521	00045204	Operating Supplies - Equipment (COURTHOUSE A&E AND RENOVATION)	20,003

Account Number	Project #	Account Title	Amount
12902.033808.560650	00045204	Construction in Progress (COURTHOUSE A&E AND RENOVATION)	198,989
12903.033810.560650	00045204	Construction in Progress (COURTHOUSE A&E AND RENOVATION)	215,034
13300.011102.560670	00206503	Roads (FERN PARK STREETSCAPE/LANDSCAP)	67,102
13300.011102.580811	90000012	Aid to Governmental Agencies (FIVE POINTS MEDIAN LANDSCAPE)	269,146
13300.011102.580811	90000015	Aid to Governmental Agencies (MEDIAN PROJ PARK DR TO AIRPORT)	265,300
13300.011102.580821	00284501	Aid to Private Organizations (13TH STREET BEAUTIFICATION PRO)	400,000
30600.010584.560650	00234601	Construction in Progress (JETTA POINT PARK)	187,155
32000.010575.560650	00273501	Construction in Progress (JAIL EXPANSION 2006)	1,272,484
32100.077533.560650	00187704	Construction in Progress (SR 434 OVERPASS AT SEMINOLE WE)	523,070
32100.077533.560650	00187713	Construction in Progress (Cross Seminole Trail-Phase II)	70,300
32100.077533.560650	00187753	Construction in Progress (CROSS SEMINOLE TRAIL)	203,299
32100.077533.560650	00187757	Construction in Progress (Big Tree Park Trailhead)	147,969
32100.077533.560650	00229204	Construction in Progress (Aloma@Red Bug Ped Overpass)	100,000
32100.113020.560610	00234614	Land (LK HARNEY WILDERNESS)	25,000
32100.113020.560650	00234614	Construction in Progress (LK HARNEY WILDERNESS)	16,030
32100.113020.560650	80000010	Construction in Progress (FRDAP Wilsons Landing)	199,011
32200.010573.530521	00045204	Operating Supplies - Equipment (COURTHOUSE A&E AND RENOVATION)	17,694
32200.010573.560610	00045204	Land (COURTHOUSE A&E AND RENOVATION)	119,875
32200.010573.560650	00045204	Construction in Progress (COURTHOUSE A&E AND RENOVATION)	2,391,409
40100.087805.560650	00024803	Construction in Progress (SCADA SYSTEM UPGRADES)	219,694
40100.087805.560650	00065101	Construction in Progress (LAKE EMMA RD UTILITY ADJUST)	78,989
40100.087805.560650	00067201	Construction in Progress (CR15 UTILITY ADJUSTMENTS)	4,974
40100.087805.560650	00083101	Construction in Progress (COLLECTION SYSTEM UPGRADES)	263,739
40100.087805.560650	00164301	Construction in Progress (YANKEE LK ALTERNATIVE WATER)	14,440
40100.087805.560650	00195701	Construction in Progress (WATER QUALITY PLANT UPGRADES)	123,106
40100.087805.560650	00199901	Construction in Progress (GREENWOOD LK SLUDGE SYSTEM)	4,295
40100.087805.560650	00200401	Construction in Progress (MARKHAM AQUIFER STORAGE WELL)	140,870

Account Number	Project #	Account Title	Amount
40100.087805.560650	00201101	Construction in Progress (CONSUMPTIVE USE PERMIT)	96,438
40100.087805.560650	00201501	Construction in Progress (POTABLE WELL IMPROVEMENTS)	100,935
40100.087805.560650	00216401	Construction in Progress (IRON BRIDGE AGREEMENT)	478,546
40100.087805.560650	00223201	Construction in Progress (RESIDENTIAL RECLAIM RETRO V)	1,289,631
40100.087805.560650	00227401	Construction in Progress (GREENWOOD RECLAIM PLANT RERATE)	1,077,432
40100.087805.560650	00254201	Construction in Progress (I-4/B1 RAMP US17-92 UTILITY FN)	5,712
40102.087879.560650	00021701	Construction in Progress (OVERSIZING/EXTENSIONS-WATER)	514,136
40102.087879.560650	00056601	Construction in Progress (WATER PLANT REHABILITATIONS)	19,686
40102.087879.560650	00064501	Construction in Progress (WATER DISTRIBUTION UPGRADES)	1,125,401
40102.087879.560650	00064606	Construction in Progress (EAST LAKE DRIVE WATER MAIN)	23,348
40102.087879.560650	00168801	Construction in Progress (SE/LK HAYES WATER MAIN PH II)	106,010
40102.087879.560650	00181601	Construction in Progress (YANKEE LK SURFACE WATER PLANT)	2,720,725
40102.087879.560650	00193101	Construction in Progress (MARKHAM WOODS ROAD WATER MAIN)	2,146
40102.087879.560650	00193201	Construction in Progress (FIRE FLOW IMPROVEMENTS)	656
40102.087879.560650	00193601	Construction in Progress (BEAR LK RD WATER INTERCONNECT)	214,729
40102.087879.560650	00207801	Construction in Progress (ORANGE BLVD UTILITY ADJUSTMENT)	12,362
40102.087879.560650	00216501	Construction in Progress (ELDER RD/ORANGE BLVD WATER MAI)	195,000
40102.087879.560650	00216601	Construction in Progress (MARKHAM PLANT WELLS 4 & 5)	86,069
40102.087879.560650	00216701	Construction in Progress (MARKHAM PLANT H2S TREATMENT)	1,385,770
40102.087879.560650	00249801	Construction in Progress (CRA FERN PARK UTILITIES)	3,027
40103.087880.560650	00021701	Construction in Progress (OVERSIZING/EXTENSIONS-WATER)	416,667
40103.087880.560650	00082904	Construction in Progress (PUMP STATION UPGRADES)	627,691
40103.087880.560650	00164301	Construction in Progress (YANKEE LK ALTERNATIVE WATER)	83,497
40103.087880.560650	00164501	Construction in Progress (EASTERN REGIONAL RECLAIMED)	85,258
40103.087880.560650	00195201	Construction in Progress (YANKEE LK PLANT EXPANSION/RERA)	311,765
40103.087880.560650	00217101	Construction in Progress (HEATHROW BLVD RECLAIMED MAIN)	2,330,440
40103.087880.560650	00217201	Construction in Progress (RESIDENTIAL RECLAIM RETRO II)	935,905
40103.087880.560650	00217301	Construction in Progress (RESIDENTIAL RECLAIM RETRO PH I)	114,507

Account Number	Project #	Account Title	Amount
40103.087880.560650	00223001	Construction in Progress (RESIDENTIAL RECLAIM RETR PHIII)	24,999
40103.087880.560650	00249801	Construction in Progress (CRA FERN PARK UTILITIES)	10,721
40105.087817.560650	00024803	Construction in Progress (SCADA SYSTEM UPGRADES)	341,679
40105.087817.560650	00056601	Construction in Progress (WATER PLANT REHABILITATIONS)	151,963
40105.087817.560650	00065101	Construction in Progress (LAKE EMMA RD UTILITY ADJUST)	1,647,312
40105.087817.560650	00065201	Construction in Progress (MINOR ROADS UTILITY UPGRADES)	1,270,547
40105.087817.560650	00067201	Construction in Progress (CR15 UTILITY ADJUSTMENTS)	16,335
40105.087817.560650	00082904	Construction in Progress (PUMP STATION UPGRADES)	17,546
40105.087817.560650	00083101	Construction in Progress (COLLECTION SYSTEM UPGRADES)	117,984
40105.087817.560650	00164301	Construction in Progress (YANKEE LK ALTERNATIVE WATER)	335,900
40105.087817.560650	00168801	Construction in Progress (SE/LK HAYES WATER MAIN PH II)	135,633
40105.087817.560650	00178101	Construction in Progress (BUNNEL RD UTILITY ADJUSTMENT)	42,999
40105.087817.560650	00178301	Construction in Progress (COUNTRY CLUB WELL #3)	751,056
40105.087817.560650	00181201	Construction in Progress (YANKEE LK RD RECLAIM MAIN)	43,918
40105.087817.560650	00181601	Construction in Progress (YANKEE LK SURFACE WATER PLANT)	14,907,036
40105.087817.560650	00182301	Construction in Progress (MARKHAM WOODS ROAD UTILITIES)	72,474
40105.087817.560650	00193201	Construction in Progress (FIRE FLOW IMPROVEMENTS)	5,565
40105.087817.560650	00193301	Construction in Progress (LK MONROE GROUND STORAGE TANK)	172,488
40105.087817.560650	00194301	Construction in Progress (UTILITY INFORMATION SYSTEMS)	8,423
40105.087817.560650	00195201	Construction in Progress (YANKEE LK PLANT EXPANSION/RERA)	139,021
40105.087817.560650	00195701	Construction in Progress (WATER QUALITY PLANT UPGRADES)	814,661
40105.087817.560650	00201101	Construction in Progress (CONSUMPTIVE USE PERMIT)	63,446
40105.087817.560650	00201201	Construction in Progress (EMERGENCY POWER SYSTEMS)	12,948
40105.087817.560650	00201501	Construction in Progress (POTABLE WELL IMPROVEMENTS)	113,837
40105.087817.560650	00203201	Construction in Progress (FWS WATER DISTRB UPGRADES)	24,172
40105.087817.560650	00203301	Construction in Progress (FWS WATER PLANT UPGRADES)	189,452
40105.087817.560650	00203901	Construction in Progress (APPLE VALLEY PUMP STATION REPL)	17,807
40105.087817.560650	00204001	Construction in Progress (TRI-PARTY OPTIMIZATION PROGRAM)	269,767
40105.087817.560650	00207801	Construction in Progress (ORANGE BLVD UTILITY ADJUSTMENT)	60,553

Account Number	Project #	Account Title	Amount
40105.087817.560650	00216401	Construction in Progress (IRON BRIDGE AGREEMENT)	1,328,743
40105.087817.560650	00216601	Construction in Progress (MARKHAM PLANT WELLS 4 & 5)	245,313
40105.087817.560650	00216701	Construction in Progress (MARKHAM PLANT H2S TREATMENT)	437,952
40105.087817.560650	00217101	Construction in Progress (HEATHROW BLVD RECLAIMED MAIN)	2,208,424
40105.087817.560650	00217601	Construction in Progress (NW RECLAIM AUGMENTATION WELLS)	76,675
40105.087817.560650	00217701	Construction in Progress (ORANGE BLVD UTILITY ADJUSTMENT)	87,571
40105.087817.560650	00217801	Construction in Progress (MARKHAM RECLAIM STORAGE/REPUMP)	55,184
40105.087817.560650	00218001	Construction in Progress (SYLVAN LAKE ROAD FORCE MAIN)	116,467
40105.087817.560650	00218301	Construction in Progress (NW COLLECTION SYSTEM UPGRADES)	53,506
40105.087817.560650	00219701	Construction in Progress (SR 46 FORCE MAIN UPGRADE)	377,102
40105.087817.560650	00223101	Construction in Progress (RESIDENTIAL RECLAIM RETRO IV)	25,000
40105.087817.560650	00227401	Construction in Progress (GREENWOOD RECLAIM PLANT RERATE)	4,135,453
40105.087817.560650	00243501	Construction in Progress (INDIAN HILLS WATER PLANT UPGRA)	2,531,501
40105.087817.560650	00247901	Construction in Progress (ORANGE BLVD UTILITY ADJUSTMENT)	87,573
40105.087817.560650	00253701	Construction in Progress (PUMP STATION ODOR CONTROL)	5,577
40105.087817.560650	00255201	Construction in Progress (WASTEWATER/RECLAIM MASTER PLAN)	100,000
40105.087817.560650	00283001	Construction in Progress (ALOMA/436 RED BUG MAIN RELO)	1,250,000
40201.010583.530460	00276801	Repairs and Maintenance (FENCE - CENTRAL TRANS STATION)	40,000
40201.010583.560650	00276701	Construction in Progress (Landfill Fuel Island Roof)	70,000
40201.087900.560650	00215801	Construction in Progress (UPGRADED PREFABRICATED HAZ-MA)	57,500
40201.087900.560650	00216001	Construction in Progress (OSCEOLA LANDFILL NPDES PERMIT)	3,220
40201.087900.560650	00216101	Construction in Progress (SW/RENEWAL CNTRL TRANS STAT)	77,806
40201.087900.560650	00244501	Construction in Progress (LANDFILL SCALEHOUSE)	775,788
40201.087900.560650	00244601	Construction in Progress (LANDFILL GAS SYS EXP)	357,983
40201.087900.560650	00244801	Construction in Progress (LANDFILL TITLE V AIR PERMIT RE)	20,600
40201.087900.560650	00245101	Construction in Progress (LANDFILL SOLID WASTE OPER PERM)	34,151
40201.087900.560650	00281201	Construction in Progress (LANDFILL YARD WASTE AREA REHAB)	627,000
40201.087900.560650	00281301	Construction in Progress (Storage Pad Addition/Landfill)	350,000

Account Number	Project #	Account Title	Amount
40201.087900.560650	00281401	Construction in Progress (Central Transfer Station-Hoppe)	350,000
40201.087904.560650	00160801	Construction in Progress (LANDFILL ROADWAYS REPAIRS AND)	873,409
40201.087904.560650	00201901	Construction in Progress (SW/TIPPING MAJOR FLOOR RESURFA)	671,080
40201.087907.560650	00137801	Construction in Progress (CITIZENS' SERVICE AREA AT TRAN)	2,527,297
60303.044210.530310	90000014	Professional Services (NORTH BRANCH LIBR RENOV)	945
60303.044210.530460	90000014	Repairs and Maintenance (NORTH BRANCH LIBR RENOV)	11,406
60303.044210.560660	00029801	Library Books & Materials (LIBRARY BOOK DONATIONS)	10,000
Total Sources			\$ 167,744,691
Uses:			
00100.369400.010599CF	00234803	Reimbursements (HEALTH DEPT RENOVATION PH 2)	\$ 847,481
00100.999901.599998		Reserve for Contingencies	10,231,045
00103.999967.599998		Reserve for Contingencies	18,558
00108.999916.599998		Reserve for Contingencies	515,210
10102.110203.599998		Reserve for Contingencies	169,009
11200.999912.599998		Reserve for Contingencies	4,343,903
11500.366100.077515CF	00006203	Contributions and Donations (Bunnell/Eden Park Utility Relo)	99,354
11500.366100.077515CF	00012402	Contributions and Donations (LAKE DRIVE(CASSELBERRY))	133,114
11500.366100.077515CF	00012403	Contributions and Donations (LAKE DRIVE SNOCWTA)	53,200
11500.999955.599994		Reserve for Capital Improvements	21,538,445
11541.349100.077541CF	00205305	Contributions and Donations (SR 434 MONT TO I-4 RELO)	110,121
11541.999941.599994		Reserve for Capital Improvements	44,320,998
11916.334360.077516CF	00241701	Stormwater Management (Joint Participation Proj -IFAS)	1,191,750
11916.334490.077516CF	00205302	Transportation Revenue Grant (SR 434/MONTGOMERY TO I-4)	1,334,631
11916.331490.077516CF	00275601	Transportation Revenue Grant (Fernwood Blvd Ped Crossing)	120,000
11916.331490.077516	00192909	Transportation Revenue Grant (Wilson Road Sidewalk)	50,000
11916.331490.077516CF	00255801	Transportation Revenue Grant (SR 416 GATEWAY SIDEWALK JPP)	104
11916.334750.077518	00187757	Environmental Protection Grants (FDEP) (Big Tree Park Trailhead)	148,000
11916.334360.077603CF	00258401	Stormwater Management (LOCKHART SMITH CANAL)	28,054
11916.334360.077603	00008302	Stormwater Management (STWTR SWEETWATER COVE TRIBUTA)	18,258
11916.337900.077603CF	00174503	Local Grants and Aids (STWTR -SR 434 SEDIMENTION BASI)	269,652
11916.334360.077603CF	00241701	Stormwater Management (Joint Participation Proj -IFAS)	775,363

Account Number	Project #	Account Title	Amount
11916.334360.077603	00008302	Stormwater Management (STWTR SWEETWATER COVE TRIBUTA)	302,183
11916.337900.077603CF	00174503	Local Grants and Aids (STWTR -SR 434 SEDIMENTION BASI)	13,202
11922.331491.077507	00283601	Transportation-Federal ARRA Grants (ARRA W 25TH ST PAVEMENT REHAB)	1,176,000
11922.334490.077507	00283701	Transportation Revenue Grant (ARRA HOWELL BRANCH RD PAVEMENT)	600,000
11922.331491.077507	00283801	Transportation-Federal ARRA Grants (ARRA LAKE MARY BOULEVARD)	1,270,000
11922.331491.077507	00283901	Transportation-Federal ARRA Grants (ARRA CST HOWELL CREEK TRESTLE)	1,250,000
12500.999925.599998		Reserve for Contingencies	1,444,680
12601.999906.599994		Reserve for Capital Improvements	773,187
12602.999907.599994		Reserve for Capital Improvements	3,865,112
12603.366100.077523CF	00006203	Contributions and Donations (Bunnell/Eden Park Utility Relo)	116,634
12603.999908.599994		Reserve for Capital Improvements	1,850,412
12604.999909.599994		Reserve for Capital Improvements	2,404,913
12605.999911.599994		Reserve for Capital Improvements	164,005
12801.999913.599998		Reserve for Contingencies	2,305,885
12901.033809.599998		Reserve for Contingencies	209,294
12902.033808.599998		Reserve for Contingencies	218,992
12903.033810.599998		Reserve for Contingencies	215,034
13300.999987.599994		Reserve for Capital Improvements	1,001,548
30600.999989.599998		Reserve for Contingencies	187,155
32000.999997.599998		Reserve for Contingencies	1,272,484
32100.999990.599994		Reserve for Capital Improvements	1,044,638
32100.999990.599998		Reserve for Contingencies	240,041
32200.999998.599998		Reserve for Contingencies	2,528,978
40100.999903.599998		Reserve for Contingencies	3,898,801
40102.999918.599994		Reserve for Capital Improvements	6,409,065
40103.999919.599994		Reserve for Capital Improvements	4,941,450
40105.999915.599994		Reserve for Capital Improvements	34,866,563
40201.999942.599998		Reserve for Contingencies	6,835,834
60303.044210.599998		Reserve for Contingencies	22,351
Total Uses			\$ 167,744,691



Seminole County Government PROJECT CARRYFORWARD from FY 2008/09 to FY 2009/10

Fund	Department	Project	Description	Amount
00100 - General Fund				
00100	Administrative Services	00207301	FALLEN HERO'S MEMORIAL	\$ 259,360
00100	Administrative Services	00234803	HEALTH DEPT RENOVATION PH 2	847,481
00100	Administrative Services	00234901	PSB Security Sy Access Upgrade	66,868
00100	Administrative Services	00235001	PSB Fire Alarm System Upgrade	9,421
00100	Administrative Services	00243101	LAND AT FIVE POINTS	6,343,174
00100	Information Technology Services	00249201	COMMUNICATION TOWER REPLACE	2,767,653
00100	Information Technology Services	00249611	Client Tracking & Reporting Software	30,000
00100	Information Technology Services	00279602	AGENDA APPLICATION	16,081
00100	Leisure Services	00231101	CLASS ESCOM SYSTEM MODULE	33,806
00100	Leisure Services	00231701	INCREASED LANDSCAPING ON PAVED	10,000
00100	Leisure Services	00232001	LAKE JESUP BOARDWALK REPAIR	2,776
00100	Leisure Services	00252101	TRAILS SIGNAGE IMPROVE	85,244
00100	Planning and Development	00110108	TREE REPLACEMENT	260,063
00100	Planning and Development	00110206	LAND DEVELOPMENT CODE	346,599
Total General Fund				11,078,526
00103 - Natural Land Endowment Fund				
00103	Leisure Services	00233901	ECON RESTORATION AREA	18,558
Total Natural Land Endowment Fund				18,558
00108 - Facilities Maintenance Fund				
00108	Administrative Services	00273912	ROOF REPLACEMENT PS	275,000
00108	Administrative Services	00274103	HVAC Replacement - Libraries	240,210
Total Facilities Maintenance Fund				515,210
10102 - Ninth Cent Fuel Tax Fund				
10102	Planning and Development	00110203	DEVELOPERS COMMITMENT BUS SHE	169,009
Total Ninth Cent Fuel Tax Fund				169,009
11200 - Fire Protection Fund				
11200	Public Safety	00189301	Renovations to Fire Stations	1,087,637
11200	Public Safety	00189302	RENOVATION - FIRE STATION #11	186,900
11200	Public Safety	00226101	Fire Training Facility	1,043,137
11200	Public Safety	00235001	PSB Fire Alarm System Upgrade	23,830
11200	Public Safety	00258001	FIRE STATION 29	1,824,002
11200	Public Safety	00277901	Fire Station Maintenance Proje	102,096
11200	Public Safety	00284001	FTC WASHER/DRYER MOVE	4,227
11200	Public Safety	00284101	FS #42 WELL INSTALL	4,550
11200	Public Safety	00561003	TRANSPORT CAPABLE RESCUE VEH	67,524
Total Fire Protection Fund				4,343,903
11500 - 1991 Infrastructure Sales Tax Fund				
11500	Public Works	00005801	UPSALA RD (C-15) - 46 TO 17-92	1,914,938



Seminole County Government PROJECT CARRYFORWARD from FY 2008/09 to FY 2009/10

Fund	Department	Project	Description	Amount
11500 - 1991 Infrastructure Sales Tax Fund (cont.)				
11500	Public Works	00006102	AIRPORT BLVD II & III	130,665
11500	Public Works	00006201	BUNNEL RD/ MAGNOLIA ST	4,924
11500	Public Works	00006202	BUNNELL ROAD/EDEN PARK AVE	1,557,174
11500	Public Works	00006203	Bunnell/Eden Park Utility Relo	99,354
11500	Public Works	00006301	CHAPMAN ROAD/S.R. 426-S.R. 43	3,460,133
11500	Public Works	00006602	C.R. 419/EASTERN LIMITS-2ND S	4,052
11500	Public Works	00007002	CR 427 MITIGATION	37,883
11500	Public Works	00007202	CR427 PHASE 5/6	5,817
11500	Public Works	00007203	CTY RD 427 PHASE V &VI MITIGAT	44,200
11500	Public Works	00008702	SEMINOLA BLVD/CUMBERLAND FARMS	138,231
11500	Public Works	00010705	ROAD SIGNING ELMB &OSIA	165,754
11500	Public Works	00011401	C.R. 46A/COUNTRY CLUB-OLD LAK	63,969
11500	Public Works	00011402	CR 46A WALLS AND LANDSCAPE	287,180
11500	Public Works	00012401	LAKE DRIVE/SEMINOLA BLVD-TUSK	26,575
11500	Public Works	00012402	LAKE DRIVE(CASSELBERRY)	133,114
11500	Public Works	00012403	LAKE DRIVE SNOCWTA	53,200
11500	Public Works	00014602	WYMORE ROAD SIDEWALK	308,538
11500	Public Works	00024202	Howell Br/Lk Howell/SR436 Ldsc	62,400
11500	Public Works	00054101	LAKE EMMA ROAD/SAND POND RD-L	10,947,414
11500	Public Works	00234502	MARKHAM WDS RD & DRAINAGE IMPR	18,517
11500	Public Works	00251401	RAIL RELATED TRANSIT	2,310,000
11500	Public Works	00278501	SR 46 AND SR 415	50,081
Total 1991 Infrastructure Sales Tax Fund				21,824,113
11541 - 2001 Infrastructure Sales Tax Fund				
11541	Leisure Services	00261501	Red Bug Lk Rd Median Refurb	1,706
11541	Public Works	00008302	STWTR SWEETWATER COVE TRIBUTA	67,923
11541	Public Works	00065201	MINOR ROADS UTILITY UPGRADES	306,000
11541	Public Works	00174503	STWTR -SR 434 SEDIMENTION BASI	794,491
11541	Public Works	00187718	Riverwalk Trail - CR 15	2,000,000
11541	Public Works	00191636	ENG-CR431 (ORANGE BLVD)	381,621
11541	Public Works	00191640	COUNTRY CLUB RD (RANTOUL LANE)	840,803
11541	Public Works	00191642	SR436@Maitland Av(Minor Projec	10,813
11541	Public Works	00191646	SR426/Tusakawilla to 417(Minor	113,220
11541	Public Works	00191650	SR46A@US 17/92(Minor Projects)	10,511
11541	Public Works	00191651	UPSALA ROAD - 90 DEGREE CURVE	127,708
11541	Public Works	00191652	CR 426 from SR46 to CR419	915,053
11541	Public Works	00191654	JACOBS TRAIL	320,514
11541	Public Works	00191655	HOWELL CR DAM - LK HOWELL ROAD	109,064
11541	Public Works	00191656	Longwood - Lake Mary Road	50,758
11541	Public Works	00191660	CR 46A at International Parkwa	241,944
11541	Public Works	00191663	FUTURE PROJ PRE ENGINEER EVALU	4,302
11541	Public Works	00191666	Lake Mary Blvd at 17/92 Inters	336,646



Seminole County Government PROJECT CARRYFORWARD from FY 2008/09 to FY 2009/10

Fund	Department	Project	Description	Amount
11541 - 2001 Infrastructure Sales Tax Fund (cont.)				
11541	Public Works	00191667	Lake Mary Boulevard	50,068
11541	Public Works	00192007	ENG-WEKIVA SPRINGS RD	389,269
11541	Public Works	00192014	BEAR LAKE ROAD (COUNTY LINE TO	117,065
11541	Public Works	00192015	W MARKHAM WDS (WILLSMN-LM)	580,039
11541	Public Works	00192016	MARKHAM WDS RD LM BLVD-MARKHAR	17,555
11541	Public Works	00192017	MARKHAM WOOD GRAVITY WALL	457,557
11541	Public Works	00192582	West 27th Street Sidewalk	150,168
11541	Public Works	00192583	Airport Boulevard Sidewalk	745,356
11541	Public Works	00192584	County Road 46A Sidewalk	375,000
11541	Public Works	00192591	Markham Road Sidewalk	332,840
11541	Public Works	00192592	Midway Elem School Area Sidewa	496,618
11541	Public Works	00192593	Ronald Reagan Bevd (CR 427)	289,359
11541	Public Works	00192902	COUNTRY CLB RD (C-15) SIDEWALK	100,000
11541	Public Works	00192903	MIKLER ROAD SIDEWALK	5,971
11541	Public Works	00192904	BRULEY ROAD SIDEWALK	100,000
11541	Public Works	00192905	JAMESTOWN COMMUNITY SIDEWALK	39,537
11541	Public Works	00192906	BIRD ROAD SIDEWALK	169,399
11541	Public Works	00192907	GREENWOOD BLVD SIDEWALK	95,000
11541	Public Works	00192916	SOUTH CITRUS SIDEWALK SAFETY	48,302
11541	Public Works	00196901	PED. OVERPASS AT RED BUG ELEME	3,925,516
11541	Public Works	00197001	17-92 SANFORD LAKEFRONT PROJEC	2,900,000
11541	Public Works	00198101	MAJOR/STATE RDS PROGRAM	980,000
11541	Public Works	00198102	CR 419	756,407
11541	Public Works	00202340	HOWELL BR RD DETECT WARNINGS	43,000
11541	Public Works	00202345	MAITLAND AVE DETECT WARNINGS	27,000
11541	Public Works	00202346	MCCULLOCH RD DETECT WARNINGS	14,000
11541	Public Works	00202348	RED BUG LK RD DETECT WARNINGS	33,000
11541	Public Works	00202352	DODD RD DETECT WARNINGS	40,000
11541	Public Works	00202353	RAIL RD CROSS INTERIM IMPROVEM	30,000
11541	Public Works	00202507	LAKE HOWELL HS TRAFIC CIRCULAT	166,366
11541	Public Works	00203002	STWTR MONROE BASIN DEFICIENCY	66,088
11541	Public Works	00205202	OVIEDO-CTY/CITY COST SHARED PR	5,766,259
11541	Public Works	00205204	Altamonte Ped Overpass-Cost Sh	2,000,000
11541	Public Works	00205302	SR 434/MONTGOMERY TO I-4	567,653
11541	Public Works	00205303	SR 434/I-4 TO PALM SPRINGS-RAN	138,731
11541	Public Works	00205304	SR434 RANGELINE RD TO CR 427	1,697,348
11541	Public Works	00205305	SR 434 MONT TO I-4 RELO	110,121
11541	Public Works	00205526	BEAR LAKE AT BUNNELL MAST ARMS	17,586
11541	Public Works	00205527	CR 46A at Ridgewood Mast Arms	17,590
11541	Public Works	00205530	PALM SPRINGS AT NORTH MAST ARM	11,316
11541	Public Works	00205535	OXFORD LK THE WOODS MAST ARMS	11,460
11541	Public Works	00205538	17-92 at Laura Street - Mast A	5,284
11541	Public Works	00205614	CR 427 FIBER OPTIC CONSTRUCTIO	2,000



Seminole County Government PROJECT CARRYFORWARD from FY 2008/09 to FY 2009/10

Fund	Department	Project	Description	Amount
11541 - 2001 Infrastructure Sales Tax Fund (cont.)				
11541	Public Works	00205726	NETWORK AS-BUILTS	350,016
11541	Public Works	00205733	TRANSPONDER READER STATIONS	150,000
11541	Public Works	00205734	VIDEO WALL DISPLAY UPGRADE	58,070
11541	Public Works	00206201	DYSON DRIVE SCHOOL SAFETY SIDE	352,899
11541	Public Works	00206208	DYSON DRIVE SIDEWALK (COUNTY)	327,636
11541	Public Works	00209102	ANCHOR ROAD DESIGN	280,227
11541	Public Works	00209106	WEKIVA PARK DRIVE	45,810
11541	Public Works	00209108	Lincoln Heights/Minor Projects	2,562,401
11541	Public Works	00209110	WEST CRYSTAL DR DRAINAGE IMPRO	248,994
11541	Public Works	00209113	Red Bug Lake Dr east of SR 436	1,092,512
11541	Public Works	00209114	RED BUD LAKE RD @ HOWELL CREEK	390,480
11541	Public Works	00226301	RED BUG LAKE RD @ SR 436 INTER	55,929
11541	Public Works	00227032	CR 15 (Country Club Road) Pave	291,960
11541	Public Works	00227038	Wekiva Spgs Rd (County Line to	81,961
11541	Public Works	00227039	Old Lake Mary Rd Palmetto to	3,574
11541	Public Works	00227040	CR 415 / 13th St Pavement Reha	200,000
11541	Public Works	00227041	CR 415 / Celery Ave Pavement	6,652
11541	Public Works	00228301	SYLVAN LK/ YANKEE LK SUBBASIN	2,062,832
11541	Public Works	00229001	STWTR CASSEL CREEK STORMWTR FA	227,759
11541	Public Works	00229205	Lk Mary/Intl Dr Ped Overpass	4,140,713
11541	Public Works	00233801	JPP/CLUB II REG STORMWATER FAC	63,672
11541	Public Works	00247706	MAGNOLIA/27TH TO PAVEMENT CHAN	48,802
11541	Public Works	00258401	LOCKHART SMITH CANAL	9,157
11541	Public Works	00275601	Fernwood Blvd Ped Crossing	80,000
11541	Public Works	00277001	Lk Mary Blvd at Sun Drive	38,917
11541	Public Works	00282301	LK MILLS WATER CONTROL	41,241
11541	Public Works	00283601	ARRA W 25TH ST PAVEMENT REHAB	250,000
11541	Public Works	00283701	ARRA HOWELL BRANCH RD PAVEMENT	150,000
11541	Public Works	00283801	ARRA LAKE MARY BOULEVARD	300,000
Total 2001 Infrastructure Sales Tax Fund				44,431,119
 11901 - Community Development Block Grant Fund				
11901	Community Services	80000000	JAMESTOWN SANITARY SEWER	487,925
Total Community Development Block Grant Fund				487,925
 11913 - Public Safety Grants (Other) Fund				
11913	Public Safety	00274601	Consumer Premise Equipment (CP	73,315
Total Public Safety Grants (Other) Fund				73,315
 11914 - FRDAP Grants Fund				
11914	Leisure Services	00234601	JETTA POINT PARK	335,611
11914	Leisure Services	80000010	FRDAP Wilsons Landing	72,685
Total FRDAP Grants Fund				408,296



Seminole County Government PROJECT CARRYFORWARD from FY 2008/09 to FY 2009/10

Fund	Department	Project	Description	Amount
11916 - Public Works Grants Fund				
11916	Public Works	00008302	STWTR SWEETWATER COVE TRIBUTA	320,441
11916	Public Works	00174503	STWTR -SR 434 SEDIMENTION BASI	282,854
11916	Public Works	00187757	Big Tree Park Trailhead	148,000
11916	Public Works	00192909	Wilson Road Sidewalk	50,000
11916	Public Works	00205302	SR 434/MONTGOMERY TO I-4	1,334,631
11916	Public Works	00241701	Joint Participation Proj -IFAS	1,967,113
11916	Public Works	00255801	SR 416 GATEWAY SIDEWALK JPP	104
11916	Public Works	00258401	LOCKHART SMITH CANAL	28,054
11916	Public Works	00275601	Fernwood Blvd Ped Crossing	120,000
Total Public Works Grants Fund				4,251,197
11917 - Leisure Services Grants Fund				
11917	Leisure Services	80043821	RECREATIONAL TRAILS GRANTS	175,000
Total Leisure Services Grants Fund				175,000
11922 - ARRA Public Works Stimulus Grants Fund				
11922	Public Works	00283601	ARRA W 25TH ST PAVEMENT REHAB	1,176,000
11922	Public Works	00283701	ARRA HOWELL BRANCH RD PAVEMENT	600,000
11922	Public Works	00283801	ARRA LAKE MARY BOULEVARD	1,270,000
11922	Public Works	00283901	ARRA CST HOWELL CREEK TRESTLE	1,250,000
Total ARRA Public Works Stimulus Grants Fund				4,296,000
11923 - ARRA Community Services Stimulus Grants Fund				
11923	Community Services	80000000	JAMESTOWN SANITARY SEWER	128,367
Total ARRA Community Services Stimulus Grants Fund				128,367
12500 - Enhanced 911 Fund				
12500	Public Safety	00274601	Consumer Premise Equipment (CP	1,403,554
12500	Public Safety	00274701	Enhanced E-911 Recording Syste	41,126
Total Enhanced 911 Fund				1,444,680
12601 - Arterial Transportation Impact Fee Fund				
12601	Public Works	00006102	AIRPORT BLVD II & III	7,779
12601	Public Works	00007002	CR 427 MITIGATION	88,391
12601	Public Works	00007202	CR427 PHASE 5/6	2,045
12601	Public Works	00007203	CTY RD 427 PHASE V &VI MITIGAT	125,800
12601	Public Works	00008702	SEMINOLA BLVD/CUMBERLAND FARMS	175,930
12601	Public Works	00011401	C.R. 46A/COUNTRY CLUB-OLD LAK	240,642
12601	Public Works	00024202	Howell Br/Lk Howell/SR436 Ldsc	132,600
Total Arterial Transportation Impact Fee Fund				773,187
12602 - North Collector Transportation Impact Fee Fund				
12602	Public Works	00054101	LAKE EMMA ROAD/SAND POND RD-L	3,263,624



Seminole County Government PROJECT CARRYFORWARD from FY 2008/09 to FY 2009/10

Fund	Department	Project	Description	Amount
12602 - North Collector Transportation Impact Fee Fund (cont.)				
12602	Public Works	00229205	Lk Mary/Intl Dr Ped Overpass	601,488
Total North Collector Transportation Impact Fee Fund				3,865,112
12603 - West Collector Transportation Impact Fee Fund				
12603	Public Works	00006201	BUNNEL RD/ MAGNOLIA ST	22,425
12603	Public Works	00006202	BUNNELL ROAD/EDEN PARK AVE	1,827,987
12603	Public Works	00006203	Bunnell/Eden Park Utility Relo	116,634
Total West Collector Transportation Impact Fee Fund				1,967,046
12604 - East Collector Transportation Impact Fee Fund				
12604	Public Works	00006301	CHAPMAN ROAD/S.R. 426-S.R. 43	2,404,913
Total East Collector Transportation Impact Fee Fund				2,404,913
12605 - South Central Collector Transportation Impact Fee Fund				
12605	Public Works	00012401	LAKE DRIVE/SEMINOLA BLVD-TUSK	164,005
Total South Central Collector Transportation Impact Fee Fund				164,005
12801 - Fire/Rescue Impact Fee Fund				
12801	Public Safety	00012804	20 -TRAFFIC PREEMPTION DEVICES	53,778
12801	Public Safety	00258001	FIRE STATION 29	2,252,107
Total Fire/Rescue Impact Fee Fund				2,305,885
12901 - County Civil Mediation Fund				
12901	Administrative Services	00045204	COURTHOUSE A&E AND RENOVATION	209,294
Total County Civil Mediation Fund				209,294
12902 - Circuit Civil Mediation Fund				
12902	Administrative Services	00045204	COURTHOUSE A&E AND RENOVATION	218,992
Total Circuit Civil Mediation Fund				218,992
12903 - Family Mediation Fund				
12903	Administrative Services	00045204	COURTHOUSE A&E AND RENOVATION	215,034
Total Family Mediation Fund				215,034
13300 - 17/92 Redevelopment Fund				
13300	Planning and Development	00206503	FERN PARK STREETScape/LANDSCAP	67,102
13300	Planning and Development	00284501	13TH STREET BEAUTIFICATION PRO	400,000
13300	Planning and Development	90000012	FIVE POINTS MEDIAN LANDSCAPE	269,146
13300	Planning and Development	90000015	MEDIAN PROJ PARK DR TO AIRPORT	265,300
Total 17/92 Redevelopment Fund				1,001,548



Seminole County Government PROJECT CARRYFORWARD from FY 2008/09 to FY 2009/10

Fund	Department	Project	Description	Amount
30600 - Infrastructure Improvements / Capital Projects Fund				
30600	Leisure Services	00234601	JETTA POINT PARK	187,155
Total Infrastructure Improvements / Capital Projects Fund				187,155
32000 - Jail - Project 2005 Fund				
32000	Administrative Services	00273501	JAIL EXPANSION 2006	1,272,484
Total Jail - Project 2005 Fund				1,272,484
32100 - Natural Lands / Trails Fund				
32100	Leisure Services	00234614	LK HARNEY WILDERNESS	41,030
32100	Leisure Services	80000010	FRDAP Wilsons Landing	199,011
32100	Public Works	00187704	SR 434 OVERPASS AT SEMINOLE WE	523,070
32100	Public Works	00187713	Cross Seminole Trail-Phase II	70,300
32100	Public Works	00187753	CROSS SEMINOLE TRAIL	203,299
32100	Public Works	00187757	Big Tree Park Trailhead	147,969
32100	Public Works	00229204	Aloma@Red Bug Ped Overpass	100,000
Total Natural Lands / Trails Fund				1,284,679
32200 - Courthouse Projects Fund				
32200	Administrative Services	00045204	COURTHOUSE A&E AND RENOVATION	2,528,978
Total Courthouse Projects Fund				2,528,978
40100 - Water and Sewer Operating Fund				
40100	Environmental Services	00024803	SCADA SYSTEM UPGRADES	219,694
40100	Environmental Services	00065101	LAKE EMMA RD UTILITY ADJUST	78,989
40100	Environmental Services	00067201	CR15 UTILITY ADJUSTMENTS	4,974
40100	Environmental Services	00083101	COLLECTION SYSTEM UPGRADES	263,739
40100	Environmental Services	00164301	YANKEE LK ALTERNATIVE WATER	14,440
40100	Environmental Services	00195701	WATER QUALITY PLANT UPGRADES	123,106
40100	Environmental Services	00199901	GREENWOOD LK SLUDGE SYSTEM	4,295
40100	Environmental Services	00200401	MARKHAM AQUIFER STORAGE WELL	140,870
40100	Environmental Services	00201101	CONSUMPTIVE USE PERMIT	96,438
40100	Environmental Services	00201501	POTABLE WELL IMPROVEMENTS	100,935
40100	Environmental Services	00216401	IRON BRIDGE AGREEMENT	478,546
40100	Environmental Services	00223201	RESIDENTIAL RECLAIM RETRO V	1,289,631
40100	Environmental Services	00227401	GREENWOOD RECLAIM PLANT RERATE	1,077,432
40100	Environmental Services	00254201	I-4/B1 RAMP US17-92 UTILITY FN	5,712
Total Water and Sewer Operating Fund				3,898,801
40102 - Water Connection Fees Fund				
40102	Environmental Services	00021701	OVERSIZING/EXTENSIONS-WATER	514,136
40102	Environmental Services	00056601	WATER PLANT REHABILITATIONS	19,686
40102	Environmental Services	00064501	WATER DISTRIBUTION UPGRADES	1,125,401
40102	Environmental Services	00064606	EAST LAKE DRIVE WATER MAIN	23,348



Seminole County Government PROJECT CARRYFORWARD from FY 2008/09 to FY 2009/10

Fund	Department	Project	Description	Amount
40102 - Water Connection Fees Fund (cont.)				
40102	Environmental Services	00168801	SE/LK HAYES WATER MAIN PH II	106,010
40102	Environmental Services	00181601	YANKEE LK SURFACE WATER PLANT	2,720,725
40102	Environmental Services	00193101	MARKHAM WOODS ROAD WATER MAIN	2,146
40102	Environmental Services	00193201	FIRE FLOW IMPROVEMENTS	656
40102	Environmental Services	00193601	BEAR LK RD WATER INTERCONNECT	214,729
40102	Environmental Services	00207801	ORANGE BLVD UTILITY ADJUSTMENT	12,362
40102	Environmental Services	00216501	ELDER RD/ORANGE BLVD WATER MAI	195,000
40102	Environmental Services	00216601	MARKHAM PLANT WELLS 4 & 5	86,069
40102	Environmental Services	00216701	MARKHAM PLANT H2S TREATMENT	1,385,770
40102	Environmental Services	00249801	CRA FERN PARK UTILITIES	3,027
Total Water Connection Fees Fund				6,409,065
40103 - Sewer Connection Fees Fund				
40103	Environmental Services	00021701	OVERSIZING/EXTENSIONS-WATER	416,667
40103	Environmental Services	00082904	PUMP STATION UPGRADES	627,691
40103	Environmental Services	00164301	YANKEE LK ALTERNATIVE WATER	83,497
40103	Environmental Services	00164501	EASTERN REGIONAL RECLAIMED	85,258
40103	Environmental Services	00195201	YANKEE LK PLANT EXPANSION/RERA	311,765
40103	Environmental Services	00217101	HEATHROW BLVD RECLAIMED MAIN	2,330,440
40103	Environmental Services	00217201	RESIDENTIAL RECLAIM RETRO II	935,905
40103	Environmental Services	00217301	RESIDENTIAL RECLAIM RETRO PH I	114,507
40103	Environmental Services	00223001	RESIDENTIAL RECLAIM RETR PHIII	24,999
40103	Environmental Services	00249801	CRA FERN PARK UTILITIES	10,721
Total Sewer Connection Fees Fund				4,941,450
40105 - Water and Sewer Bonds - Series 2005 Fund				
40105	Environmental Services	00024803	SCADA SYSTEM UPGRADES	341,679
40105	Environmental Services	00056601	WATER PLANT REHABILITATIONS	151,963
40105	Environmental Services	00065101	LAKE EMMA RD UTILITY ADJUST	1,647,312
40105	Environmental Services	00065201	MINOR ROADS UTILITY UPGRADES	1,270,547
40105	Environmental Services	00067201	CR15 UTILITY ADJUSTMENTS	16,335
40105	Environmental Services	00082904	PUMP STATION UPGRADES	17,546
40105	Environmental Services	00083101	COLLECTION SYSTEM UPGRADES	117,984
40105	Environmental Services	00164301	YANKEE LK ALTERNATIVE WATER	335,900
40105	Environmental Services	00168801	SE/LK HAYES WATER MAIN PH II	135,633
40105	Environmental Services	00178101	BUNNEL RD UTILITY ADJUSTMENT	42,999
40105	Environmental Services	00178301	COUNTRY CLUB WELL #3	751,056
40105	Environmental Services	00181201	YANKEE LK RD RECLAIM MAIN	43,918
40105	Environmental Services	00181601	YANKEE LK SURFACE WATER PLANT	14,907,036
40105	Environmental Services	00182301	MARKHAM WOODS ROAD UTILITIES	72,474
40105	Environmental Services	00193201	FIRE FLOW IMPROVEMENTS	5,565
40105	Environmental Services	00193301	LK MONROE GROUND STORAGE TANK	172,488
40105	Environmental Services	00194301	UTILITY INFORMATION SYSTEMS	8,423



Seminole County Government

PROJECT CARRYFORWARD

from FY 2008/09 to FY 2009/10

Fund	Department	Project	Description	Amount
40105 - Water and Sewer Bonds - Series 2005 Fund (cont.)				
40105	Environmental Services	00195201	YANKEE LK PLANT EXPANSION/RERA	139,021
40105	Environmental Services	00195701	WATER QUALITY PLANT UPGRADES	814,661
40105	Environmental Services	00201101	CONSUMPTIVE USE PERMIT	63,446
40105	Environmental Services	00201201	EMERGENCY POWER SYSTEMS	12,948
40105	Environmental Services	00201501	POTABLE WELL IMPROVEMENTS	113,837
40105	Environmental Services	00203201	FWS WATER DISTRB UPGRADES	24,172
40105	Environmental Services	00203301	FWS WATER PLANT UPGRADES	189,452
40105	Environmental Services	00203901	APPLE VALLEY PUMP STATION REPL	17,807
40105	Environmental Services	00204001	TRI-PARTY OPTIMIZATION PROGRAM	269,767
40105	Environmental Services	00207801	ORANGE BLVD UTILITY ADJUSTMENT	60,553
40105	Environmental Services	00216401	IRON BRIDGE AGREEMENT	1,328,743
40105	Environmental Services	00216601	MARKHAM PLANT WELLS 4 & 5	245,313
40105	Environmental Services	00216701	MARKHAM PLANT H2S TREATMENT	437,952
40105	Environmental Services	00217101	HEATHROW BLVD RECLAIMED MAIN	2,208,424
40105	Environmental Services	00217601	NW RECLAIM AUGMENTATION WELLS	76,675
40105	Environmental Services	00217701	ORANGE BLVD UTILITY ADJUSTMENT	87,571
40105	Environmental Services	00217801	MARKHAM RECLAIM STORAGE/REPUMP	55,184
40105	Environmental Services	00218001	SYLVAN LAKE ROAD FORCE MAIN	116,467
40105	Environmental Services	00218301	NW COLLECTION SYSTEM UPGRADES	53,506
40105	Environmental Services	00219701	SR 46 FORCE MAIN UPGRADE	377,102
40105	Environmental Services	00223101	RESIDENTIAL RECLAIM RETRO IV	25,000
40105	Environmental Services	00227401	GREENWOOD RECLAIM PLANT RERATE	4,135,453
40105	Environmental Services	00243501	INDIAN HILLS WATER PLANT UPGRA	2,531,501
40105	Environmental Services	00247901	ORANGE BLVD UTILITY ADJUSTMENT	87,573
40105	Environmental Services	00253701	PUMP STATION ODOR CONTROL	5,577
40105	Environmental Services	00255201	WASTEWATER/RECLAIM MASTER PLAN	100,000
40105	Environmental Services	00283001	ALOMA/436 RED BUG MAIN RELO	1,250,000
Total Water and Sewer Bonds - Series 2005 Fund				34,866,563
40201 - Solid Waste Fund				
40201	Environmental Services	00137801	CITIZENS' SERVICE AREA AT TRAN	2,527,297
40201	Environmental Services	00160801	LANDFILL ROADWAYS REPAIRS AND	873,409
40201	Environmental Services	00201901	SW/TIPPING MAJOR FLOOR RESURFA	671,080
40201	Environmental Services	00215801	UPGRADED PREFABRICATED HAZ-MA	57,500
40201	Environmental Services	00216001	OSCEOLA LANDFILL NPDES PERMIT	3,220
40201	Environmental Services	00216101	SW/RENEWAL CNTRL TRANS STAT	77,806
40201	Environmental Services	00244501	LANDFILL SCALEHOUSE	775,788
40201	Environmental Services	00244601	LANDFILL GAS SYS EXP	357,983
40201	Environmental Services	00244801	LANDFILL TITLE V AIR PERMIT RE	20,600
40201	Environmental Services	00245101	LANDFILL SOLID WASTE OPER PERM	34,151
40201	Environmental Services	00276701	Landfill Fuel Island Roof	70,000
40201	Environmental Services	00276801	FENCE - CENTRAL TRANS STATION	40,000
40201	Environmental Services	00281201	LANDFILL YARD WASTE AREA REHAB	627,000



Seminole County Government
PROJECT CARRYFORWARD
from FY 2008/09 to FY 2009/10

Fund	Department	Project	Description	Amount
40201 - Solid Waste Fund (cont.)				
40201	Environmental Services	00281301	Storage Pad Addition/Landfill	350,000
40201	Environmental Services	00281401	Central Transfer Station-Hoppe	<u>350,000</u>
Total Solid Waste Fund				<u><u>6,835,834</u></u>
60303 - Libraries - Designated Fund				
60303	Library Services	00029801	LIBRARY BOOK DONATIONS	10,000
60303	Library Services	90000014	NORTH BRANCH LIBR RENOV	<u>12,351</u>
Total Libraries - Designated Fund				<u><u>22,351</u></u>
Grand Total				<u><u>\$ 169,017,594</u></u>

Seminole County

Project Carryforward Reversal Reconciliation FY 2008/09 to FY 2009/10

Project Carryforward - Second Public Hearing	\$ 169,017,594
Less: Grant Fund Project Carryforwards	
11901 - Community Development Block Grant Fund	(487,925)
11913 - Public Safety Grants (Other) Fund	(73,315)
11914 - FRDAP Grants Fund	(408,296)
11917 - Leisure Services Grants Fund	(175,000)
11923 - ARRA Community Services Stimulus Grants Fund	(128,367)
BAR 09-104 - Project Carryforward Reversal	<u><u>\$ 167,744,691</u></u>

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #10-04 - \$568,920 - Community Services - Community Service Grants Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Betty Segal

EXT: 7171

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-04 through the Community Service Grants Fund in the amount of \$568,920.00 to increase funding for the Community Services Grant program.

County-wide

Lin Polk

BACKGROUND:

Shelter Plus grant funding is being made available from the Department of Housing and Urban Development (HUD) in the amount of \$568,920. The funding is for eleven (11) one-bedroom units of tenant-based rental assistance in various sites in Seminole County. The eleven households are comprised of disabled persons who are chronically homeless and severely mentally ill. There is no match requirement for this funding.

Grant 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) #10-04 through the Community Service Grants Fund in the amount of \$568,920.00 to increase funding for the Community Services Grant program.

ATTACHMENTS:

1. Budget Amendment Request

<p>Additionally Reviewed By: No additional reviews</p>

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
B Segal Analyst	9/23/09_ Date
Budget Manager	Date
Director	Date
10-04 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Community Services
Fund(s): 11919 – Community Service Grants

PURPOSE: Allocate funding for the Shelter Plus Care #2 Program (S+C 2) Grant per the HUD Grant Agreement Letter.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
11919.331500.066210 (new) Shelter Plus Care 2		Economic Env. Grant	568,920
Total Sources			\$568,920

Uses:

Account Number	Project #	Account Title	Amount
11919.066210.580821 (new) Shelter Plus Care 2		Aid to Private Organizations	568,920
Total Uses			\$568,920

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 #10-09 - \$200,000 - Public Works - 2001 Infrastructure Sales Tax & Public Works Grants Funds - Cancellation of Fernwood Boulevard (U.S. Highway 17/92 to Oxford Road) Safety Improvements Project

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Fredrik Coulter

EXT: 7180

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-09 through the 2001 Infrastructure Sales Tax and the Public Works Grants Funds in the amount of \$200,000 to recognize the cancellation of the Fernwood Boulevard (U.S. 17/92 to Oxford Road) Safety Improvements project.

County-wide

Fredrik Coulter

BACKGROUND:

On October 13, 2009, the Board of County Commissioner's adopted a Resolution Terminating a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) to Construct and Fund the Fernwood Boulevard Safety Improvements project. The project involved the construction of a raised and lighted mid-block crosswalk to serve the Lynx Super Bus Stop on Fernwood Boulevard.

Prior to the adoption of the LAP Agreement with the FDOT, the County expended \$19,960 on reimbursable design costs for this project. Subsequent to the adoption of the canceled LAP Agreement, no funds have been expended on this project. The current remaining project budget consists of \$200,000 of appropriated expenditures, split \$120,000 in the Public Works Grant Fund and \$80,000 from the 2001 Infrastructure Sales Tax Fund.

The attached BAR removes the budgeted revenues and expenditures from the 2001 Infrastructure Sales Tax and the Public Works Grants Fund. Reserves of the 2001 Infrastructure Sales Tax Fund are increased by \$80,000 by the attached BAR.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-09 through the 2001 Infrastructure Sales Tax and the Public Works Grants Funds in the amount of \$200,000.00 to recognize the cancellation of the Fernwood Boulevard (U.S. 17/92 to Oxford Road) Safety Improvements project.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
<u>Fredrik Coulter</u> Analyst	<u>10/1/09</u> Date
<u>Budget Manager</u>	<u>Date</u>
<u>Director</u>	<u>Date</u>
<u>10-09</u> BAR	

TO: Seminole County Board of County Commissioners
 FROM: Department of Fiscal Services
 SUBJECT: **Budget Amendment Resolution**
 Department: Public Works
 Fund(s): 2001 Infrastructure Sales Tax & Public Works Grants Funds

PURPOSE: To cancel the Fernwood Boulevard Pedestrian Crossing project.

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:

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
11541.077541.560670	00275601	Roads (Fernwood Blvd Pedestrian Crossing)	\$ 80,000
11916.077516.560670	00275601	Roads (Fernwood Blvd Pedestrian Crossing)	120,000
Total Sources			\$ 200,000

Uses:

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
11541.999941.599994		Reserve for Capital Improvements	\$ 80,000
11916.331490.077516	00275601	Transportation Revenue Grant (Fernwood Blvd Pedestrian Crossing)	120,000
Total Uses			\$ 200,000

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: BAR #10-10 - \$272,239 - Public Works - 2001 Infrastructure Sales Tax & Public Works Grants Funds - increased funding for SR 46 Gateway Sidewalk project

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Fredrik Coulter

EXT: 7180

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-10 through the Public Works Grants and the 2001 Infrastructure Sales Tax Funds in the amount of \$272,239.00 in order to increase the funding for the State Road 46 Gateway Sidewalk project.

County-wide

Fredrik Coulter

BACKGROUND:

The **State Road 46 Gateway Sidewalk** project includes the design and construction of a ten foot wide sidewalk on the northern side and a five foot wide sidewalk on the southern side of State Road 46 between Rinehart Road and Airport Boulevard. This is a Florida Department of Transportation (FDOT) Local Agency Program (LAP) project. This project will provide pedestrian access, pursuant to the County's Comprehensive Plan as detailed in Vision 2020: A Guide to the Journey Ahead (revised June 8, 2004).

Funding for this project has been primarily provided by the FDOT through a Local Agency Program Agreement. The initial agreement, executed on December 6, 2005, provided \$200,000 in funding for design of the project. Supplement 3, approved by the Board of County Commissioners on May 8, 2007, increased the funding for the LAP Agreement by an additional \$200,000. On this meeting's Consent Agenda, the Board is being presented with Supplement 4 to the LAP Agreement, providing an additional \$262,239 in funding for design, and extending the expiration date of the Agreement to December 31, 2010. It is anticipated construction funding for the project will be provided by a future LAP Agreement.

The attached Budget Amendment Request (BAR) recognizes budgetarily the increased expenditures and offsetting revenues included in Supplement 4 to the LAP Agreement. Additionally, the attached BAR provides \$10,000 in County Funds for miscellaneous non-reimbursable expenditures.

Cost Summary

	Design	Construction	Total
Expenditures through 9/30/2008	\$ 277,793	\$ -	\$ 277,793
Project Budget:			
FY 2008/09 Budget (adjusted)	122,103	-	122,103

FY 2009/10 Budget	104	-	104
Total	400,000	-	400,000
BAR 10-10	272,239	-	272,239
Anticipated Future Costs	-	3,128,000	3,128,000
Total Costs	672,239	3,128,000	3,800,239
Less: Reimbursements (current and anticipated)	662,239	3,128,000	3,790,239
Net Cost to County	\$ 10,000	\$ -	\$ 10,000

The completed project will be maintained by the State of Florida. Accordingly, there should be no impact to future operating costs when this project is completed. Reserves of the 2001 Infrastructure Sales Tax Fund are reduced by \$10,000 by the attached BAR.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-10 through the Public Works Grants and the 2001 Infrastructure Sales Tax Funds in the amount of \$272,239.00 in order to increase the funding for the State Road 46 Gateway Sidewalk project.

ATTACHMENTS:

1. Budget Amendment Request

<p>Additionally Reviewed By: No additional reviews</p>

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
<u>Fredrik Coulter</u> Analyst	<u>10/2/09</u> Date
<u>Budget Manager</u>	<u>Date</u>
<u>Director</u>	<u>Date</u>
<u>10-10</u> BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
 Department: Public Works
 Fund(s): Public Works Grants & 2001 Infrastructure
 Sales Tax Funds

PURPOSE: To recognize the increase to the LAP agreement and to provide additional funding for the CR 46 Gateway Sidewalk project.

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
11916.331490.077516	00255801	Transportation Revenue Grant (CR 46 Gateway Sidewalk)	\$ 262,239
11541.999940.599994		Reserves for Capital Improvements	10,000
Total Sources			\$ 272,239

Uses:

Account Number	Project #	Account Title	Amount
11916.077516.580813	00255801	Aid to Gov't Agencies – Design (CR 46 Gateway Sidewalk)	\$ 262,239
11541.077541.580813	00255801	Aid to Gov't Agencies – Design (CR 46 Gateway Sidewalk)	10,000
Total Uses			\$ 272,239

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 #10-12- \$299,867 - Community Services - Adult Drug Court Grant Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Timothy Jecks

EXT: 7181

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-12 through the Adult Drug Court Grant Fund in the amount of \$299,867.00 to increase funding for the Adult Treatment Drug Court Grant.

County-wide

Lin Polk

BACKGROUND:

On April 28, 2009, the Board of County Commissioners approved a request of the Adult Drug Court to serve as the applicant and fiscal agent in pursuit of the Adult Drug Court Expansion grant offered by the Substance Abuse and Mental Health Services Administration (SAMHSA). Funds would be used for program enhancements that would improve community response to the needs of non-violent criminal offenders whose legal problems stem from the abuse of drugs and alcohol.

Staff received notice that the grant was awarded to Seminole County in the amount of \$299,867 per year for a 3-year period, totaling an award amount of \$899,601 with no match requirement. The Community Services Department would manage the grant and oversee project implementation with the Adult Drug Court Program.

For the funds to be received, the Board must approve the terms and conditions of the grant and acknowledge their acceptance through signature by the Chairman. A coordinating budget amendment request is presented for Board consideration in the Budget Division consent section of this agenda.

Staff is working with the County Attorney's Office to prepare a Memorandum of Understanding (MOU) with the Judiciary for Board consideration at a later date. This MOU will detail the roles and responsibilities of both the County and Judiciary as it relates to the Adult Drug Court grant.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-12 through the Adult Drug Court Grant Fund in the amount of \$299,867.00 to increase funding for the Adult Treatment Drug Court Grant.

ATTACHMENTS:

1. Grant Award Letter and Terms
2. Budget Amendment Request

Additionally Reviewed By: <input checked="" type="checkbox"/> Budget Review (Lisa Spriggs)
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Adult Drug Treatment Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Notice of Award

Issue Date: 09/11/2009

Grant Number: 1H79TI021531-01

Program Director:
Bessie Lamb

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

Grantee Address	Business Address
COUNTY OF SEMINOLE Director, Community Services 1011 East First Street Sanford, FL 32771	Grants Administrator Seminole County 1011 East First Street Sanford, FL 32771

Budget Period: 09/30/2009 – 09/29/2010

Project Period: 09/30/2009 – 09/29/2012

Dear Grantee:

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

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

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

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

Sincerely yours,

William I Reyes
Grants Management Officer
Division of Grants Management, OPS
Substance Abuse and Mental Health Services Administration

See additional information below

SECTION I – AWARD DATA – 1H79TI021531-01

Award Calculation (U.S. Dollars)

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

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

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

Fiscal Information:

CFDA Number: 93.243
 EIN: 1596000856A1
 Document Number: H9TI21531A
 Fiscal Year: 2009

IC	CAN	Amount
TI	C96T511	\$299,867

TI Administrative Data:

PCC: ADRUG-CR / OC: 4145

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

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

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

SECTION III – TERMS AND CONDITIONS – 1H79TI021531-01

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

8) Per (45 CFR 74.36 and 45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.

9) A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at <http://www.whitehouse.gov/omb/fedreg/omb-not.html>.

10) Program Income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form).

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

11) Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA.

12) Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. Key staff (or key staff positions, if staff has not been selected) are listed below:

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

13) None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

14) Refer to the NoA under Section II (Payment/Hotline Information) regarding the Payment Management System and the HHS Inspector General's Hotline concerning fraud, waste or abuse.

15) As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.

16) No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).

17) RESTRICTIONS ON GRANTEE LOBBYING (Appropriations Act Section 503).

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

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

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

3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.

4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

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

INDIRECT COSTS:

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

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

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

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

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

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

Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official

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

Hz

Helen Zhou, Grants Specialist

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

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Betty Segal Analyst	10/07/09 Date
Budget Manager	Date
Director	Date
10-12 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Community Services**
Fund(s): Adult Drug Court Grant Fund

PURPOSE: Appropriate funding for the Adult Drug Court 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
00110.331110		Adult Drug Court	\$299,867
Total Sources			\$ 299,867

Uses:

Account Number	Project #	Account Title	Amount
00110.031111.511000		Contra Personal Services	6,075
00110.031111.530510		Office Supplies	800
00110.031111.530520		Operating Supplies	57,120
00110.031111.530400		Travel and Per Diem	13,596
00110.031111.530420		Transportation	1,607
00110.031111.530340		Contracted Services	209,189
00110.031111.530470		Printing & Binding	1,000
00110.031111.530490		Other Charges/Obligations	4,600
00100.031111.540101		Internal Charges Direct/Indirect	5,880
Total Uses			\$ 299,867

BUDGET AMENDMENT RESOLUTION

This Resolution, 2009-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the
Board of County Commissioners

By: _____
Bob Dallari,
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BCR #10-01 - \$1,350,000 - Public Works - Stormwater Fund - Establishment of Funding for Stormwater Projects

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Fredrik Coulter

EXT: 7180

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Budget Change Request (BCR) #10-01 through the Stormwater Fund in the amount of \$1,350,000.00 to establish and provide funding for projects in the Stormwater Fund for FY 2009/10.

County-wide

Fredrik Coulter

BACKGROUND:

See attached Background memo.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request (BCR) #10-01 through the Stormwater Fund in the amount of \$1,350,000.00 to establish and provide funding for projects in the Stormwater Fund for FY 2009/10.

ATTACHMENTS:

1. BCR 10-01 Background
2. Budget Change Request

Additionally Reviewed By: No additional reviews

Background:

The FY 2009/10 Adopted Budget included \$1,500,000 in funding for projects, inclusive of \$150,000 for capitalization of engineering costs. Upon review and prioritization of the needs of Seminole County given the funded project amount, the attached Budget Change Request (BCR) establishes the following projects for FY 2009/10. No projects related to flood control or subdivision retrofit have been included.

TMDL / BMAP Studies and Planning Project Family (002769xx)

The Total Maximum Daily Load (TMDL) / Basin Management Action Plan (BMAP) Studies and Planning family of projects contain the professional services necessary to establish, maintain, and monitor the BMAPs for the four major water sheds within Seminole County. A separate family member is established for each of the four major water sheds in order to track the costs of each of the basins separately. A fifth family member is also established in order to appropriate funds that have not yet been designated towards a specific basin.

Current and future TMDL/ BMAP require extensive scientific and engineering analysis in order to completely understand the complex mechanisms before pollutant load allocations and subsequent capital improvement projects are required by the Florida Department of Environmental Protection (FDEP). These include, but are not limited to, nitrogen fixation analysis, sediment flux, groundwater loading, watershed specific pollutant loading, Best Management Practices (BMP) Efficiency Monitoring, reuse nutrient contributions, attenuation of loads, and legacy agricultural loads.

Seminole County's actions are required to ensure compliance with the Clean Water Act. These actions are being developed to maintain regulatory compliance in a proactive manner. This will result in a cost effective solution to meet pollutant load reduction requirements. Results of these studies are anticipated to alter (reduce) the overall pollutant load allocations and provide information that will result in more cost effective ways to meet the upcoming pollutant load reductions (including possible in-lake restoration activities).

It is anticipated that the funding for these projects will be required on an ongoing basis.

TMDL Projects – BMAP Implementation County Wide (00276901)

Project Funding - \$ 150,000

The funds are anticipated to be used for General Lake Assessments among other purposes. A General Lake Assessment is an initial inflake and aquatic plant management assessment and initial and on-going prescriptive design for TMDL associated waterbodies.

TMDL Projects – BMAP Implementation – Wekiva Basin (00276905)

Project Funding - \$ 150,000

The funds are anticipated to be used for Bear Lakes (Big Bear, Little Bear, Cub and Asher), within the Wekiva Basin.

TMDL Projects – BMAP Implementation – Lake Jesup Basin (00276906)

Project Funding - \$ 115,000

Approximately \$75,000 of the funding will be used to continue the Lake Jesup Tributaries Storm Event Monitoring. Flow data and water quality runoff information are essential in improving the TMDLs for Lake Jesup. Lake Jesup is listed as a FDEP high priority “Impaired Water Body.” It is therefore necessary to monitor the five tributaries and identify their on-going contributions to Lake Jesup in order to refine the Nutrient Loading Rates.

The remaining \$40,000 in funding will be used to update and finalize the Lake Jesup QUAL2K Water Quality Model and final report. This final report and model will be included in the Lake Jesup BMAP and should provide rationale for re-assessing/re-analyzing the Jesup TMDL during the next TMDL cycle. Staff will also be trained to use and update this model as additional information becomes available.

TMDL Projects – BMAP Implementation – Econ Basin (00276907)

Project Funding - \$-0-

No requested funding at this point. However, if needs are identified funds will be transferred as required.

TMDL Projects – BMAP Implementation – St John River Basin (00276908)

Project Funding - \$-0-

No requested funding at this point. However, if needs are identified funds will be transferred as required.

Lake Jesup Basin Capital Projects Family (000090xx)

Note: The project family is being established subsequent to the establishment of specific historical projects, therefore some of the project numbers are not in the 000090xx series.

Lake Jesup Basin - Navy Canal Regional Stormwater Facility (00192701)

Project Funding - \$20,000

For post construction design services (permit compliance – wetland mitigation).

adopted in late 2009. Staff is currently working to obtain funding from FDOT for construction of this facility.

	Design	Construction	Total
BCR #10-01	\$ 330,000	\$ -	\$ 330,000
Future funding requirements	-	1,100,000	1,100,000
Total anticipated cost	<u>\$ 330,000</u>	<u>\$ 1,100,000</u>	<u>\$ 1,430,000</u>

Annual operating costs for maintenance of the facility are estimated at \$250,000.

Lake Jesup Basin - Cassel Creek Stormwater Facility (00229001)

Project Funding - \$300,000

The project is the construction of a regional stormwater facility as listed in the Lake Jesup BMAP and to provide TMDL credits already granted.

	<u>Cost Summary</u>			Total
	Design	Stormwater Construction	2001 Sales Tax Construction	
Total costs through 9/30/09 (incurred and budgeted)	\$ 224,506	\$ -	\$ 400,000	\$ 624,506
BCR #10-01	-	300,000	-	300,000
Total Project Cost	<u>\$ 224,506</u>	<u>\$ 300,000</u>	<u>\$ 400,000</u>	924,506
Less: SJRWMD reimbursement				224,506
Net County Cost				<u>\$ 700,000</u>

Wekiva Basin Capital Projects Family (002820xx)

Wekiva Basin - Whispering Winds Pond Retrofits (00282001)

Project Funding - \$40,000

An operating project for the major repair of three existing ponds not currently functioning as designed and permitted, and in need major repair of the underdrain, outfall structures, and grading in order to achieve regulatory compliance and maximum pollution reduction. By converting the non-functional dry ponds to functional wet ponds, the County will also receive additional pollutant load reduction credits for the Little Wekiva River Basin due to the increased pollutant load reduction capacity.

<u>Cost Summary</u>	
Total costs through 9/30/09 (incurred and budgeted)	\$ 350,000
BCR #10-01	40,000
Total Project Cost	<u>\$ 390,000</u>

*****SEMINOLE COUNTY BUDGET REQUEST*****

Budget Division Use only:

DATE: 9/30/09
FROM: Department Public Works
Division Various

BCR	<input checked="" type="checkbox"/>	10-01

WHAT IS NEEDED:

<p align="center">Operational Adjustment</p> <input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost) <input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope) <input type="checkbox"/> New program or service: program or service is not in this fiscal year's budget.	<p align="center">Project Adjustment</p> <input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost) <input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope) <input checked="" type="checkbox"/> New project: Project is not in this fiscal year's budget.
--	--

Detailed Explanation:

To provide establish Stormwater Fund project funding for FY 2009/10.

	<u>Fund #</u>	<u>13000</u>	<u>Fund Name</u>	<u>Stormwater Fund</u>
TRANSFER FROM	<u>FUND/ACCOUNT NUMBER</u>	<u>Project #</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
	13000.077530.560650	99999999	Construction in Progress (Project Contingency)	\$ 1,350,000
			TOTAL	\$ 1,350,000
TRANSFER TO	<u>FUND/ACCOUNT NUMBER</u>	<u>Project #</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
	13000.077530.560680	00192701	Construction and Design (Lake Jesup Basin Navy Canal)	\$ 20,000
	13000.077530.530310	00276901	Professional Services (TMDL/BMAP - Countywide)	150,000
	13000.077530.530310	00276906 (New)	Professional Services (TMDL/BMAP - Lake Jesup)	115,000
	13000.077530.530310	00276905 (New)	Professional Services (TMDL/BMAP - Wekiva Basin)	150,000
	13000.077530.560650	00259501	Construction in Progress (Grace Lake Design Modeling)	220,000
	13000.077530.560650	00255731	Construction in Progress (Courtland Loop Tuska Bay)	25,000
	13000.077530.560680	00009002 (New)	Construction and Design (Soldiers Creek at CR 427 RSF)	330,000
	13000.077530.560650	00229001	Construction in Progress (Cassel Creek Stormwater Facility)	300,000
	13000.077530.560650	00282001	Construction in Progress (Whispering Winds Pond)	40,000
			TOTAL	\$ 1,350,000

RECOMMENDATION: Approval Date 9/30/2009 Analyst F V Coulter Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 10/27/09 Date Signed _____ Signature Bob Dallari, Chairman

FINANCE: Transfer has been posted Date _____ Signature _____

The Lake Jesup Basin Navy Canal Regional Stormwater Facility Construction project is a regional stormwater facility for flood attenuation and water quality treatment.

	<u>Cost Summary</u>		
	Stormwater	2001 Sales Tax	Total
Total costs through 9/30/09 (incurred and budgeted)	\$ 1,107,991	\$ 1,280,592	\$ 2,388,583
BCR #10-01	20,000	-	20,000
Total Project Cost	<u>\$ 1,127,991</u>	<u>\$ 1,280,592</u>	2,408,583
Less: SJRWMD reimbursement			2,045,000
Net County Cost			<u>\$ 363,583</u>

Lake Jesup Basin - Grace Lake Design Modeling (00259501)

Project Funding - \$220,000

This project includes design, modeling, and construction of a long term solution to plug a sinkhole at Grace Lake. In addition, the project budget includes funding to allow for participation with the Seminole County School Board in conjunction with Woodlands Elementary School.

	<u>Cost Summary</u>			
	Design	Land	Construction	Total
Total costs through 9/30/09 (incurred and budgeted)	\$ 249,999	\$ 20,000	\$ 900,000	\$ 1,169,999
BCR #10-01	-	-	220,000	220,000
Total Project Cost	<u>\$ 249,999</u>	<u>\$ 20,000</u>	<u>\$ 1,120,000</u>	<u>\$ 1,389,999</u>

Lake Jesup Basin - Courtland Loop Tuska Bay (00255731)

Project Funding - \$25,000

This project consists of drainage improvements for the Tuska Bay Subdivision from the subdivision to Lake Tuskawilla, with reconstruction of the outfall to Lake Tuskawilla.

Much of the funding for this project would normally have been provided in FY 2009/10 by a carryforward of funds from FY 2008/09. However, due to issues related to the development of the FY 2009/10 budget, no carryforward of funds took place in the Stormwater Fund as part of the budget adoption process. No expenditures have taken place to date.

Lake Jesup Basin - Soldiers Creek at County Road 427 RSF (00009002)

Project Funding - \$330,000.

This proposed project is the construction of an advanced regional stormwater treatment facility (RSF) to maximize the removal efficiency of phosphorus from Soldiers Creek, which ultimately flows to Lake Jesup. Current Total Maximum Daily Load (TMDL) on Lake Jesup requires Seminole County to remove 6,411 pounds of phosphorus in the Lake Jesup Basin, to meet the Basin Management Action Plan (BMAP) that will be

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Markham Forest Street Lighting Municipal Service Benefit Unit - Street Lighting Agreement

DEPARTMENT: Fiscal Services

DIVISION: MSBU

AUTHORIZED BY: Lisa Spriggs

CONTACT: Carol Watral, Kimberly Bishop-Hargis

EXT: 7164, 7178

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Premium Lighting Agreement between Seminole County and Florida Power & Light for the continued operation of the street lighting equipment to be funded by the Markham Forest Street Lighting Municipal Services Benefit Unit.

District 5 Brenda Carey

Carol Watral

BACKGROUND:

The Markham Forest Street Lighting Municipal Services Benefit Unit [MSBU] was approved and created by the Seminole County Board of County Commissioners via Ordinance 2009-6 on February 24, 2009. Execution of the Premium Lighting Agreement is required by Florida Power & Light to implement the transfer of the established lighting account from the Markham Forest Homeowner Association to Seminole County. If so approved by the Board, the Markham Forest MSBU will be responsible for funding the operation of the street lighting equipment as of October 1, 2009 [FY09/10].

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Premium Lighting Agreement between Seminole County and Florida Power & Light for the continued operation of the street lighting equipment to be funded by the Markham Forest Street Lighting Municipal Service Benefit Unit.

ATTACHMENTS:

1. FPL Premium Lighting Agreement - Markham Forest MSBU

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Ann Colby)</p>

FPL Account Number: 98120-19124
 FPL Work Order Number: 642085

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, Seminole County Board of County Commissioners c/o Fiscal Svc/MSBU# 382 (hereinafter called the Customer), requests on this 1st day of October 2009, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries):
Various locations- Markham Forest

located in Sanford/Seminole County, Florida.
 (city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Lights Installed			Lights Removed		
Fixture Rating (In Lumens)	Fixture Type	# Installed	Fixture Rating (In Lumens)	Fixture Type	# Removed
8500 Lumens MH 100 Watt	Acrylic Acorn	16			

Poles Installed		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed
Washington 15' Concrete Black	16		

(b) Modification to existing facilities other than described above (explain fully):

Total work order cost is \$ 30,785.00

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

(Continued on Sheet No. 9.121)

Issued by: **S.E. Romig, Director, Rates and Tariffs**
 Effective: **March 7, 2003**

(Continued from Sheet No. 9.120)

THE CUSTOMER AGREES:

2. To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
3. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
4. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
5. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:
 - a. the addition of premium lighting facilities;
 - b. the removal of premium lighting facilities; and
 - c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this Agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer has elected to pay for these facilities as described in this Agreement by either paying
 - a. a lump sum of \$ N/A in advance of construction, or
 - b. \$ N/A per month for a period of (10) ten years, or
 - c. \$ 298.00 per month for a period of (20) twenty years.
12. The monthly Maintenance Charge is \$ 174.88. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$ None. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

(Continued on Sheet No. 9.122)

(Continued from Sheet No. 9.121)

- 14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
- 17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Seminole County Board of County Commissioners c/o Fiscal Svc/MSBU# 382
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

By: _____
(Signature)

(Print or type name)

(Print or type name)

Title: _____

Title: _____

Issued by: S.E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Administrative Code - Scholarship Seminole Program**DEPARTMENT:** Leisure Services**DIVISION:** Parks and Recreation**AUTHORIZED BY:** Joe Abel**CONTACT:** Kathryn Clifford**EXT:** 2161**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a Resolution establishing Section 28.25 Scholarship Seminole Program of the Seminole County Administrative Code.

County-wide

Joseph R. Abel

BACKGROUND:

The Scholarship Seminole Program proposal was previously approved by the Seminole County Board of County Commissioners at the September 23, 2008 County Commission meeting. This request is to formalize the program through the process of addition to the Seminole County Administrative Code, establishing Section 28.25. The enclosed attachments represent the program details as previously presented; including program resolution and administrative code language.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize for the Chairman to execute the Resolution establishing Section 28.25 Scholarship Seminole Program of the Seminole County Administrative Code.

ATTACHMENTS:

1. Proposed Administration Code Section 28.25 Scholarship Seminole Program
2. Resolution
3. Previous BCC Agenda Item Memo

Additionally Reviewed By: County Attorney Review (Ann Colby)

SECTION 28. LEISURE SERVICES

28.25 SCHOLARSHIP SEMINOLE PROGRAM

A. PURPOSE. The Seminole County Leisure Services Department is committed to providing quality recreational opportunities to all residents of Seminole County regardless of their economic status. The fees associated with most recreational programming represent a philosophy that the participant should cover the direct costs of providing the service. The Board of County Commissioners authorized the Leisure Services Department to offer reduced fees, when appropriate, so all residents can benefit from community recreational opportunities. **Scholarship Seminole** is created to offer the youth in Seminole County the opportunity to participate in recreational programming regardless of economic status.

B. POLICIES AND PROCEDURES. The Leisure Services Department Director is authorized to administer the **Scholarship Seminole** Program. Policies and procedures governing the **Scholarship Seminole** Program shall be incorporated in the Leisure Services Department Operating Manual and shall be consistent with other Department policies and procedures applicable to leisure services programs.

C. PROGRAM MANAGEMENT. The administration, coordination, permitting, and record keeping will be accomplished through the Administrative Offices of the Leisure Services Department, with the Special Projects Program Manager serving as the **Scholarship Seminole** Program Manager. The Special Projects Program Manager will:

- (1) Explain program to interested participants,
- (2) Administer the application process for all potential program participants,
- (3) Assist the Director in securing Program funding,
- (4) Administer volunteer hours for program participants,
- (5) Administer registration procedures for program participants,
- (6) Provide analysis and reports to the Board of County Commissioners and Director of Leisure Services upon request, and
- (7) Coordinate the creation, distribution, and marketing of promotional materials for the **Scholarship Seminole** Program.

D. AUTHORITY. Resolution _____-R-_____ adopted _____

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, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government; and

WHEREAS, the Board of County Commissioners desires to amend sections of the Seminole County Administrative Code to offer the youth in Seminole County the opportunity to participate in recreational programming regardless of economic status,

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

The Seminole County Administrative Code is hereby amended by the addition of Section 28.25, "Scholarship Seminole Program", as more particularly described in the attachment.

ADOPTED this _____ day of _____, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____

Attachment:
Section 28.25

Consent**9/23/2008****Item #**

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Leisure Services Department Scholarship Seminole Program**DEPARTMENT:** Leisure Services**DIVISION:** Parks and Recreation**AUTHORIZED BY:** Joe Abel**CONTACT:** Kathryn Clifford**EXT:** 2001**MOTION/RECOMMENDATION:**

Approve the implementation of the Leisure Services Department, Scholarship Seminole Program; authorize the Leisure Services Department Director to make appropriate participant fee adjustments in accordance with Scholarship Seminole Program guidelines; and further authorize the Leisure Services Director to enter into Scholarship Seminole Program Agreements with qualified participants in accordance with Scholarship Seminole Program guidelines as defined.

County-wide

Joe Abel

BACKGROUND:

Please see attached Scholarship Seminole Program proposal with adjustments as requested during the Commission meeting of August 12, 2008.

STAFF RECOMMENDATION:

Staff recommends that the board approve the implementation of the Leisure Services Department, Scholarship Seminole Program; authorize the Leisure Services Department Director to make appropriate participant fee adjustments in accordance with Scholarship Seminole Program guidelines; and further authorize the Leisure Services Director to enter into Scholarship Seminole Program Agreements with qualified participants in accordance with Scholarship Seminole Program guidelines as defined.

Adjustments have been made to the program proposal as discussed at the Board of County Commission meeting on August 12, 2008.

ATTACHMENTS:

1. Scholarship Seminole Program Proposal
2. Agreement

- | |
|--|
| <p>Additionally Reviewed By:</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Budget Review (Ben Crawford, Lin Polk, Lisa Spriggs)<input checked="" type="checkbox"/> County Attorney Review (Ann Colby)<input checked="" type="checkbox"/> Revenue Review (Cecilia Monti, Lisa Spriggs) |
|--|

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Administrative Code - Sponsorship Program

DEPARTMENT: Leisure Services

DIVISION: Parks and Recreation

AUTHORIZED BY: Joe Abel

CONTACT: Kathryn Clifford

EXT: 2161

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Resolution establishing Section 28.30 Sponsorship Program of the Seminole County Administrative Code.

County-wide

Julia Thompson

BACKGROUND:

The Leisure Services Department gained approval of the Sponsorship Program at the July 28, 2009 Board of County Commission meeting to work with outside entities, businesses and non-profit organizations through a sponsorship program that can help provide opportunities to enhance resources, off-set departmental operational expenditures, provide benefits through expanded services to citizens and achieve greater visibility for both the County and the partnering entity. The goal of the program is to create relationships and partnerships with sponsors for mutual financial and "program" benefit. This agenda item is to serve as a formal policy and program within the Seminole County Administrative Code.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize for the Chairman to execute the Resolution establishing Section 28.30 Sponsorship Program of the Seminole County Administrative Code.

ATTACHMENTS:

1. Previous BCC Agenda Item
2. Proposed Administration Code Section 28.30 Sponsorship Program
3. Resolution

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Ann Colby)</p>

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Sponsorship Program**DEPARTMENT:** Leisure Services**DIVISION:** Parks and Recreation**AUTHORIZED BY:** Joe Abel**CONTACT:** Julia Thompson**EXT:** 2170**MOTION/RECOMMENDATION:**

Request the Board of County Commissioners approve the Sponsorship Program proposed by the Leisure Services Department.

County-wide

Julia Thompson

BACKGROUND:

The Leisure Services Department would like to work with outside entities, businesses and non-profit organizations through a sponsorship program that can help provide opportunities to enhance resources, off-set departmental operational expenditures, provide benefits through expanded services to citizens and achieve greater visibility for both the County and the partnering entity. The goal of the program would be to create relationships and partnerships with sponsors for mutual financial and "program" benefit.

STAFF RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve the Sponsorship Program.

ATTACHMENTS:

1. Sponsorship Policy Manual

Additionally Reviewed By:

- Budget Review (Ben Crawford, Lisa Spriggs)
- County Attorney Review (Ann Colby)
- Revenue Review (Cecilia Monti, Lisa Spriggs)

SECTION 28. LEISURE SERVICES**28.30 SPONSORSHIP PROGRAM**

A. PURPOSE. To create an authorized environment for entering into sponsorship agreements with third parties where such sponsorships are mutually beneficial, and in a manner that is consistent with all applicable policies set by Seminole County Government. Specifically:

(1) Uphold the County's stewardship role to safeguard the County's assets and interests;

(2) Provide guidelines and procedures based on and in line with best practices; and

(3) Obtain sponsorships to enhance and promote the goals and mission of Leisure Services in Seminole County.

B. DEFINITION OF SPONSORSHIP. "Sponsorship" shall mean a mutually beneficial contractual business arrangement between the County and a third party, wherein the third party provides cash and/or in-kind services to the County in return for access to the commercial and marketing potential associated with the County. Sponsors of County assets may include one or more of the County's services, projects, parks, events, facilities or programs offered by the Leisure Services Department.

C. POLICIES AND PROCEDURES. The Leisure Services Department Director is authorized to administer the Sponsorship Program. Policies and procedures governing the Sponsorship Program shall be incorporated in the Leisure Services Department Operating Manual and be consistent with other Department policies and procedures applicable to leisure services programs.

D. PROGRAM MANAGEMENT. The administration, coordination, and record keeping will be accomplished through the Leisure Services Department's Administrative Offices, with the Business Operations Program Manager serving as the Sponsorship Program Manager. Some of the responsibilities include:

(1) Explain program to interested partners/sponsors,

(2) Administer the process for all potential program partners/sponsors,

(3) Assist the Director in securing Sponsorship Program funding,

(4) Administer Sponsorship Program agreements,

(5) Administer procedures for Sponsorship Program,

(6) Provide analysis and reports to the Board of County Commissioners and Leisure Services Director as required, and

(7) Coordinate the creation, distribution, and marketing of promotional materials for the Sponsorship Program.

D. AUTHORITY. Resolution ____-R-____ adopted _____

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE ____ DAY OF _____, 2009.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government; and

WHEREAS, the Board of County Commissioners desires to amend sections of the Seminole County Administrative Code to create an authorized environment for entering into sponsorship agreements with third parties where such sponsorships are mutually beneficial,

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

The Seminole County Administrative Code is hereby amended by the addition of Section 28.30, "Sponsorship Program", as more particularly described in the attachment.

ADOPTED this _____ day of _____, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____

Attachment:
Section 28.30

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Final Plat Approval for Rockefeller Group Corporate Center

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Cynthia Sweet

EXT: 7443

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the final plat for Rockefeller Group Corporate Center, containing 20 commercial lots on a 28.3 acre parcel zoned PUD (Planned Unit Development), located on the northeast corner of International Parkway and Wilson Road, in Section 29, Township 19 S, and Range 30 E (RG Lake Mary LLC., applicant).

District 5 Brenda Carey

Cynthia Sweet

BACKGROUND:

The applicant, RG Lake Mary LLC., is requesting approval of the final plat for Rockefeller Group Corporate Center. The plat consists of 20 commercial lots on a 28.3 acre parcel zoned PUD (Planned Unit Development). The site is located on the northeast corner of International Parkway and Wilson Road, in Section 29, Township 19 S, and Range 30 E.

The plat meets all applicable requirements of the approved Final Master Plan and Developer's Commitment Agreement for Rockefeller Group PUD, Chapter 35, Section 35.44, Seminole County Land Development Code, and Chapter 177, Florida Statutes. The applicant has provided a Performance Bond to ensure the completion of the subdivision improvements.

STAFF RECOMMENDATION:

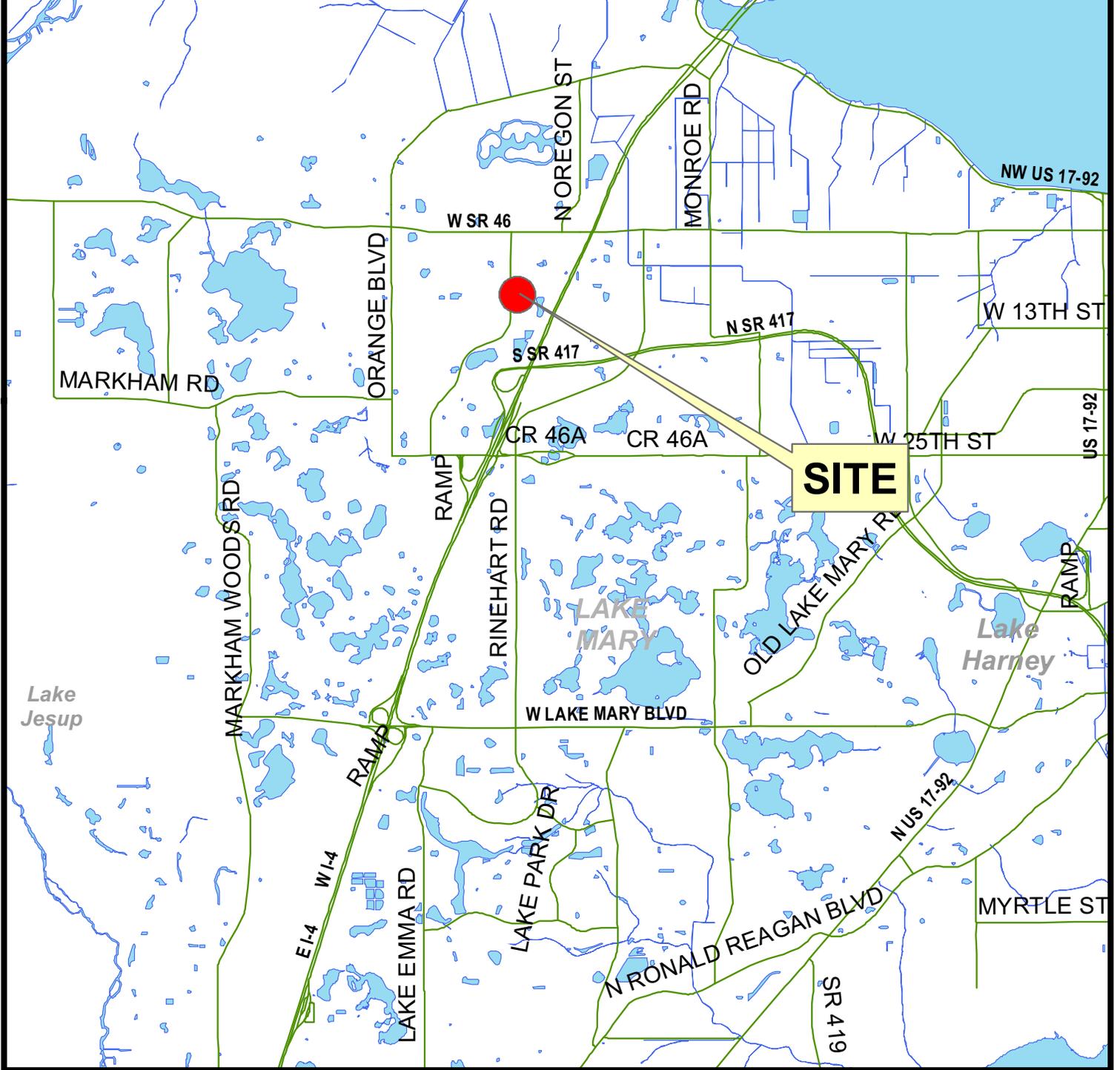
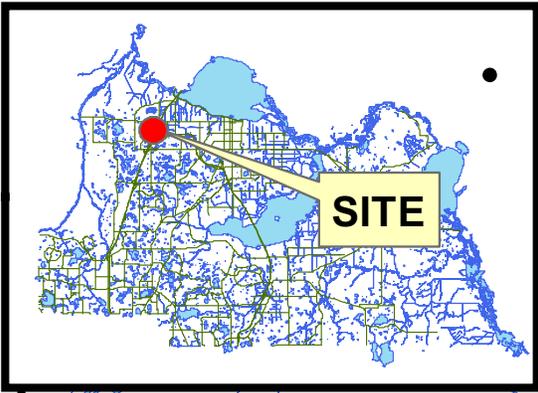
Staff recommends that the Board approve the final plat for Rockefeller Group Corporate Center, containing 20 commercial lots on a 28.3 acre parcel zoned PUD (Planned Unit Development), located on the northeast corner of International Parkway and Wilson Road, in Section 29, Township 19 S, and Range 30 E (RG Lake Mary LLC., applicant).

ATTACHMENTS:

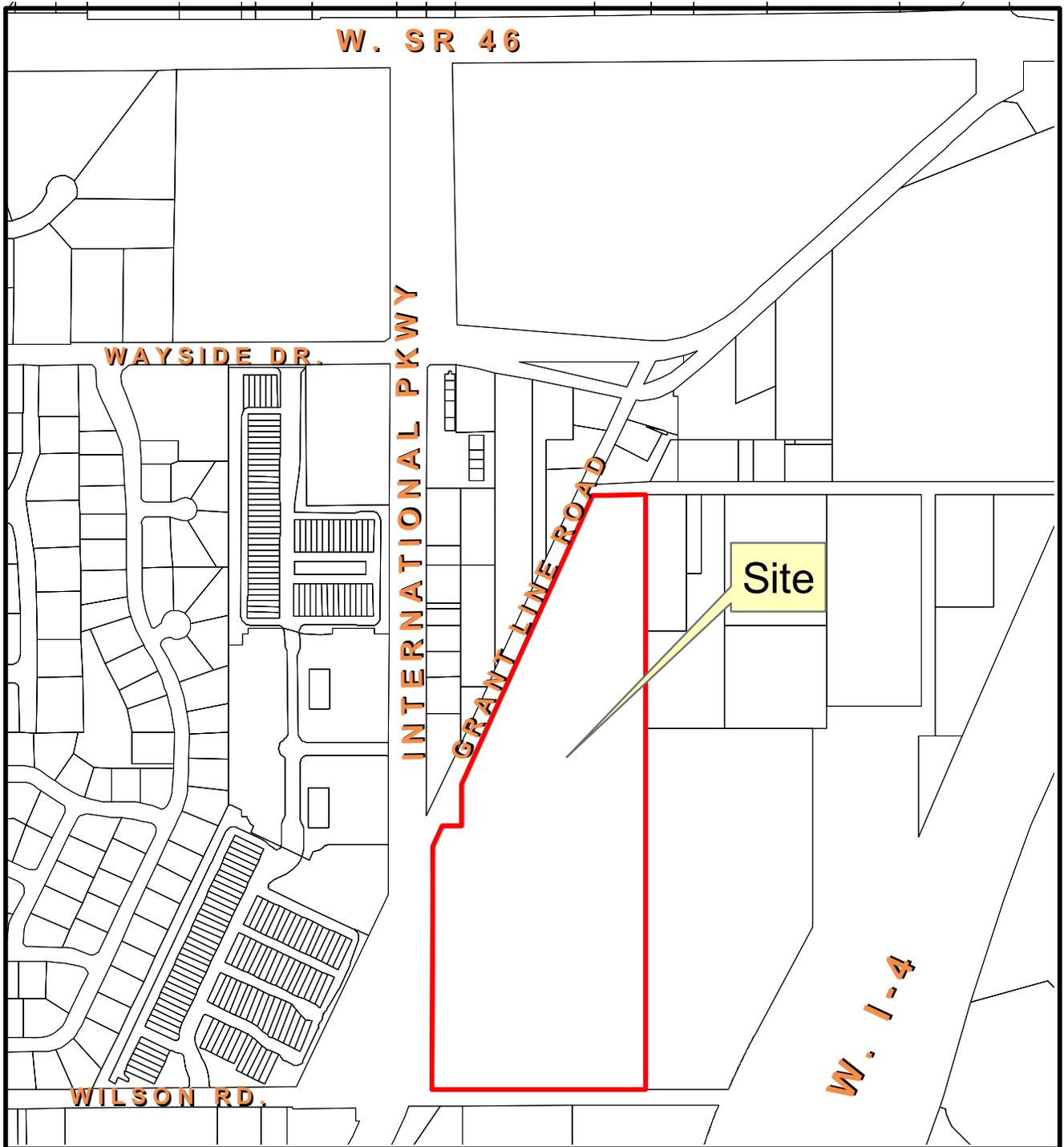
1. Location Map
2. Maps and Aerials
3. Maps and Aerials
4. Reduced Copy of Plat

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)



Rockefeller Group Corporate Center Final Plat



Rockefeller Group Corporate Center Final Plat





Rockefeller Group
Corporate Center PSP

-  Parcel
-  Subject Property

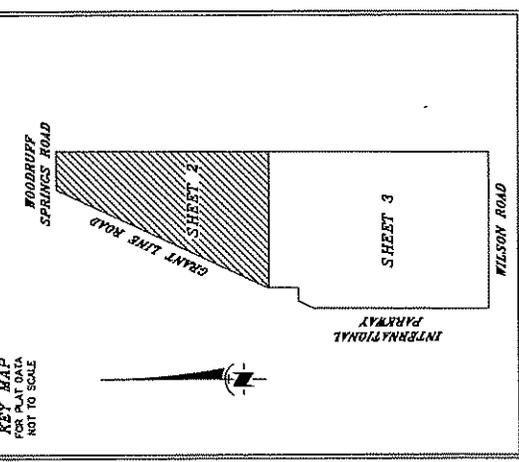


January 2008 Color Aerials

EXHIBIT C

ROCKEFELLER GROUP CORPORATE CENTER

A parcel of land lying in Section 29, Township 19 South, Range 30 East and Section 30, Township 19 South, Range 30 East Seminole County, Florida.



ABBREVIATIONS LEGEND

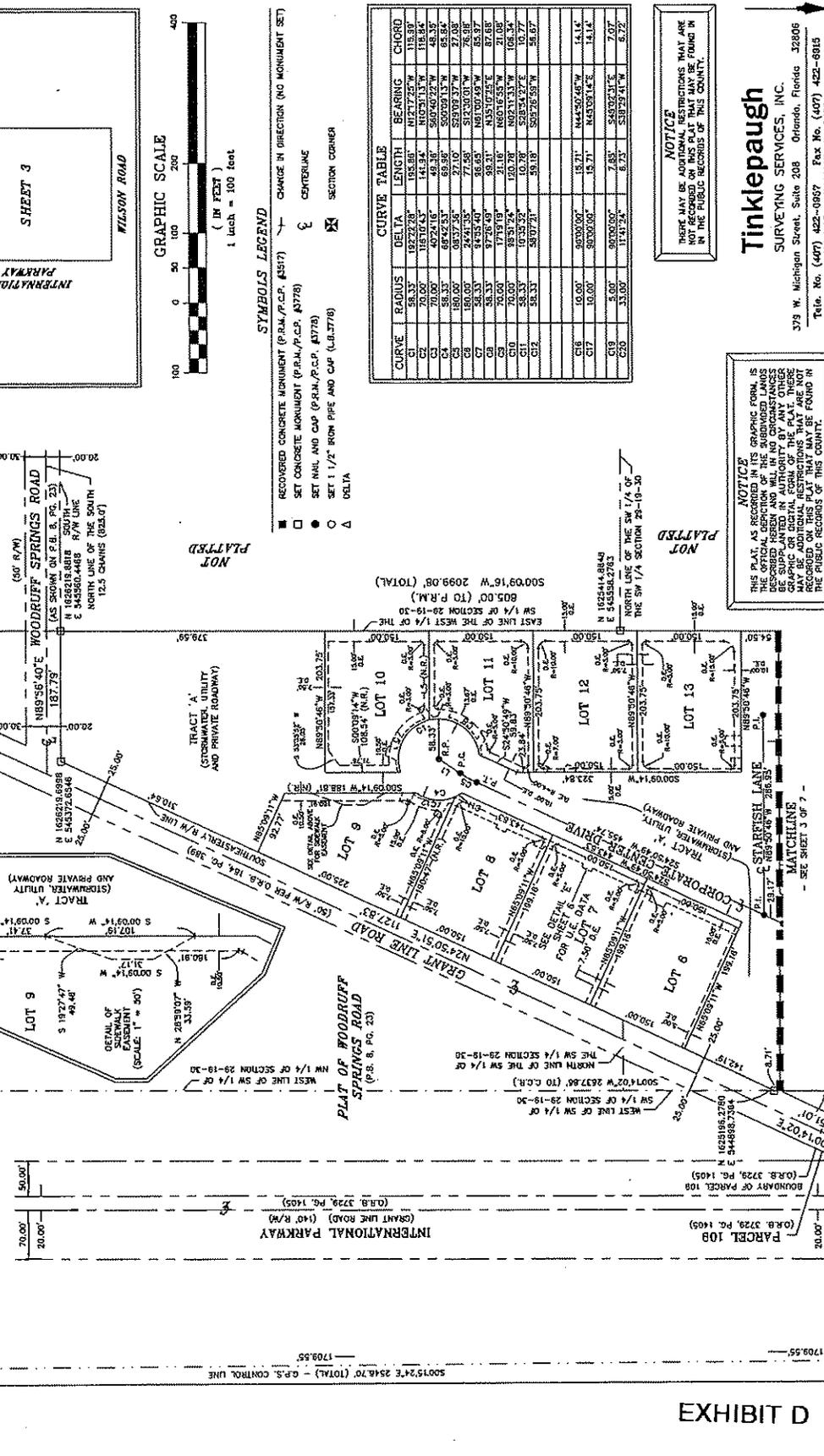
- C.B. CHORD BEARING
- C.C.R. CURVED CORNER RECORD
- CHORD CHORD
- CL. CENTERLINE
- C.M. CURVED MONUMENT
- C.P. CURVED POINT
- C.S. LICENSED BUSINESS SYSTEM
- L.B. LICENSED BUSINESS
- L. LINE
- L.S. LAND SURVEY
- P.B. PLAT BOOK
- P.C. PLAT CORNER
- P.E. PERMANENT EASEMENT
- P.L. PLAT LINE
- P.M. POINT OF MEASUREMENT
- P.R. PERMANENT REFERENCE MONUMENT
- P.R.C. PERMANENT REFERENCE CORNER
- R. RADIUS
- R.M. RIGHT-OF-WAY
- R/W. RIGHT-OF-WAY
- S.E. SIGN EASEMENT
- S.L. SIDEWALK
- S.W.E. SIDEWALK EASEMENT
- U.E. UTILITY EASEMENT

LINE TABLE

LINE	BEARING	LENGTH
L1	S33°28'25"W	36.42'
L2	S24°30'49"W	54.82'
L3	S27°39'30"W	53.01'
L4	S00°09'14"W	71.73'
L5	N89°50'40"W	128.44'
L6	S85°57'29"W	11.89'
L9	S00°00'14"W	82.01'



SEMINOLE COUNTY CONTROL DATA
 0268 N WAYBIDE
 E 539931.8420
 1626681.5810
 SECTION 29-19-30
 FOUND NAIL AND DISK
 (L.S. 4245)
 C.O.R. N. 183804
 E 54805.012



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	58.33'	102°22'28"	183.88'	N177°25'W	118.87'
C2	70.00'	45°24'16"	49.38'	S09°40'42"E	48.35'
C3	58.33'	68°42'53"	69.96'	S09°09'13"W	64.84'
C4	180.00'	08°37'38"	27.10'	S29°03'37"E	27.08'
C5	180.00'	24°41'35"	77.58'	S13°30'01"W	76.81'
C6	58.33'	51°25'49"	66.65'	N03°07'48"E	62.48'
C7	58.33'	51°25'49"	66.65'	N03°07'48"E	62.48'
C8	70.00'	17°19'19"	31.16'	N80°16'53"W	21.88'
C9	70.00'	83°59'24"	150.78'	N02°11'33"E	106.34'
C10	58.33'	10°35'52"	10.18'	S28°54'27"E	10.77'
C11	58.33'	50°07'21"	59.18'	S05°26'59"W	56.07'
C12	10.00'	90°00'00"	13.71'	M44°50'45"W	14.14'
C13	10.00'	90°00'00"	13.71'	N45°09'14"E	14.14'
C14	5.00'	90°00'00"	7.86'	S10°00'00"W	7.87'
C15	5.00'	90°00'00"	7.86'	S10°00'00"W	7.87'
C16	33.00'	114°34'24"	6.33'	S38°28'41"W	6.27'

SYMBOLS LEGEND

- RECOVERED CONCRETE MONUMENT (P.R.M./P.C.P. #3817)
- SET CONCRETE MONUMENT (P.R.M./P.C.P. #3778)
- SET NAIL AND CAP (P.R.M./P.C.P. #3778)
- SET 1/2" IRON PIPE AND CAP (L.B.L.778)
- CHANGE IN DIRECTION (NO MONUMENT SET)
- CENTERLINE
- SECTION CORNER
- DELTA

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS BEING OFFERED FOR SALE. THERE SHALL BE NO OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, THESE BEING THE ORIGINAL RECORDS OF THE PLAT. THESE RECORDS ON THIS PLAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT. THESE RESTRICTIONS MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

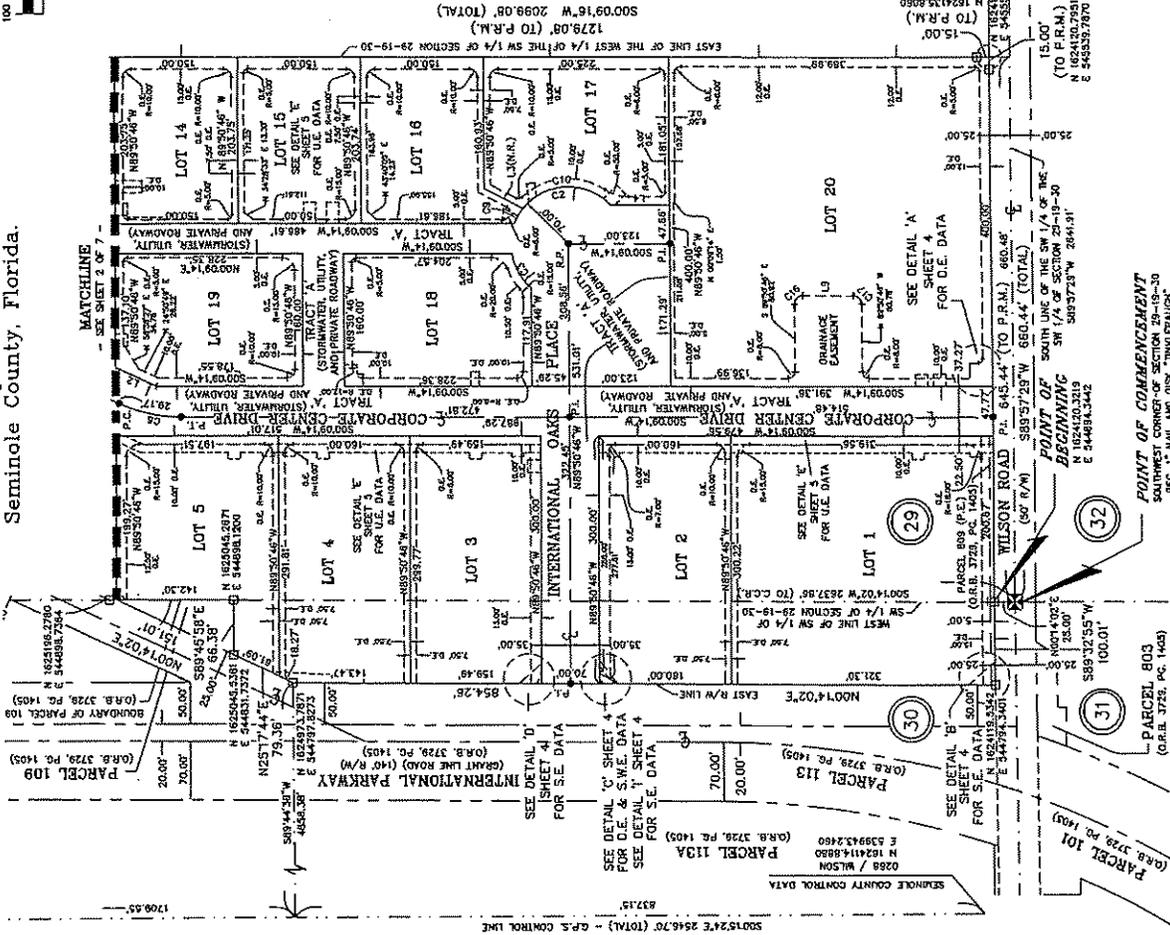
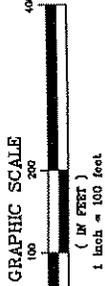
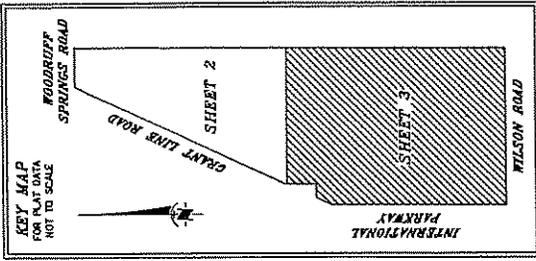
Tinklepaugh
 SURVEYING SERVICES, INC.
 379 W. Michigan Street, Suite 208 Orlando, Florida 32806
 Tel. No. (407) 422-0897 Fax No. (407) 422-6815
 LICENSED BUSINESS No. 3778

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS BEING OFFERED FOR SALE. THERE SHALL BE NO OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, THESE BEING THE ORIGINAL RECORDS OF THE PLAT. THESE RECORDS ON THIS PLAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ROCKEFELLER GROUP CORPORATE CENTER

A parcel of land lying in Section 29, Township 19 South, Range 30 East and Section 30, Township 19 South, Range 30 East Seminole County, Florida.



SYMBOLS LEGEND

- RECOVERED CONCRETE MONUMENT (P.R.M./P.C.P. #317)
- SET CONCRETE MONUMENT (P.R.M./P.C.P. #1778)
- SET 1/2" IRON PIPE AND CAP (L.S.3778)
- DELTA
- CHANGE IN DIRECTION (NO MONUMENT SET)
- CENTRELINE
- SECTION CORNER

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	58.33	197.7738	185.98	N103°13'W	118.84
C2	70.00	149.2416	48.38	S80°42'22"W	48.35
C3	58.33	68.4253	69.86	S00°09'13"W	83.84
C4	58.33	68.4253	71.07	S52°08'17"W	27.09
C5	180.00	24.3135	77.58	S17°30'11"W	76.98
C6	58.33	68.4253	93.31	N33°10'23"E	87.68
C7	58.33	68.4253	93.31	N33°10'23"E	87.68
C8	70.00	171.8119	41.18	N02°11'33"W	21.08
C9	70.00	171.8119	120.78	N02°11'33"W	106.34
C10	58.33	103.5327	10.78	S19°54'27"E	10.77
C11	58.33	103.5327	59.18	S02°38'58"W	58.97
C12	58.33	103.5327	15.71	N44°30'45"W	14.14
C13	10.00	80.0000	15.71	N44°30'45"W	14.14
C14	10.00	80.0000	15.71	N44°30'45"W	14.14
C15	5.00	103.5327	3.88	S43°01'11"E	7.07
C16	5.00	103.5327	6.33	S32°04'11"W	6.72

ABBREVIATIONS LEGEND

- C.B. CHORD BEARING
- C.C.R. CHORD CORNER RECORD
- C.D. CHORD
- G.P.S. GLOBAL POSITIONING SYSTEM
- L.S. LAND SURVEYOR
- L.A. LAND AREA
- L.C. LAND CORNER
- L.S. LAND SURVEYOR
- L.S.B. LAND SURVEYOR BOOK
- P.C. POINT OF CURVATURE
- P.E. POINT OF EASEMENT
- P.L. POINT OF INTERSECTION
- P.M. POINT OF MONUMENT
- P.R.M. PERMANENT REFERENCE MONUMENT
- P.T. POINT OF TANGENCY
- R.P. RADIUS POINT
- S.E. SECTION EAST
- S.W. SECTION WEST
- U.E. UTILITY EASEMENT

LINE TABLE

LINE	BEARING	LENGTH
L1	S25°02'54"W	34.42
L2	S25°02'54"W	34.42
L3	S27°32'33"W	34.07
L4	S00°09'14"W	71.73
L5	N85°30'46"W	124.44
L6	S08°57'29"W	11.93
L9	S00°09'14"W	62.01

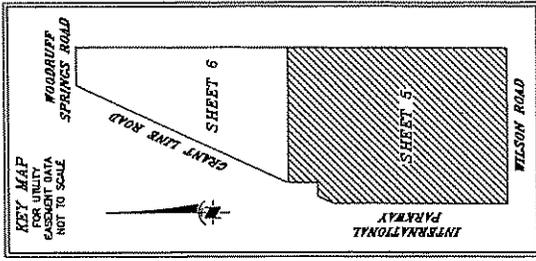
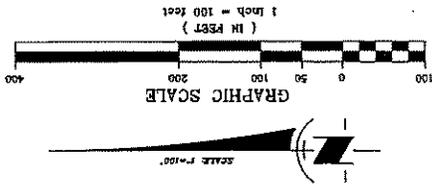
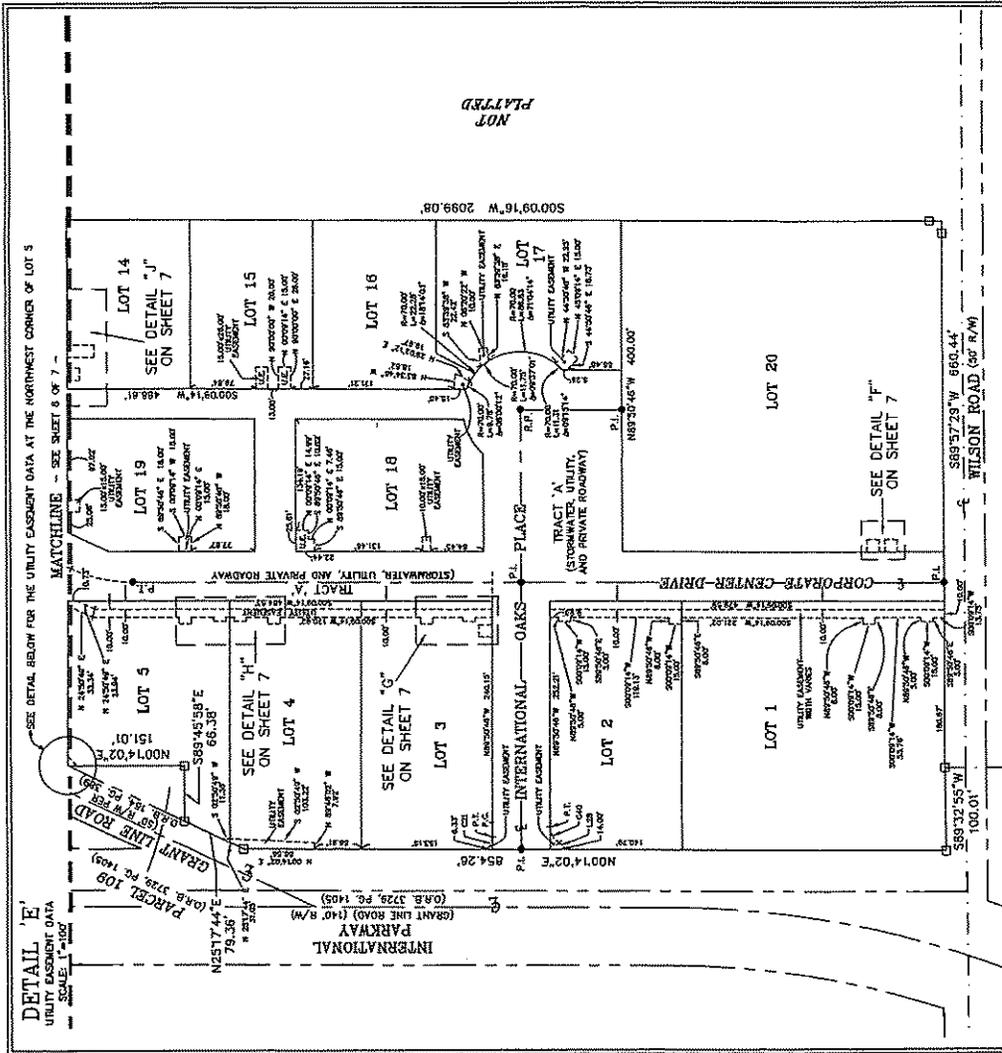
NOTICE
 THESE ARE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE
 THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL RECORD OF THE SURVEY. THE ORIGINAL SURVEY RECORDS, INCLUDING ALL ORIGINAL INSTRUMENTS, BE SUPPLIED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Tinklepaugh
 SURVEYING SERVICES, INC.
 379 W. Michigan Street, Suite 208 • Orlando, Florida 32806
 Tel. No. (407) 422-0957 Fax No. (407) 422-6915
 LICENSED BUSINESS No. 3778

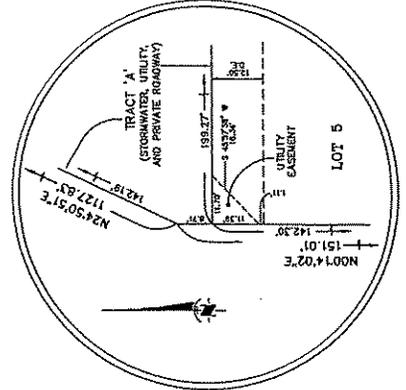
ROCKEFELLER GROUP CORPORATE CENTER

A parcel of land lying in Section 29, Township 19 South, Range 30 East and Section 30, Township 19 South, Range 30 East Seminole County, Florida.



ABBREVIATIONS LEGEND

C.B.	CURVED BEARING
C.C.R.	CENTERED CENTER RECORD
D.E.	DEVELOPMENT EASEMENT
G.P.S.	GLOBAL POSITIONING SYSTEM
L.B.	LICENSED BUSINESS
L.L.	LANDSCAPE BUFFER
L.S.B.	LAND SURVEYOR
O.S.B.	OFFICIAL SURVEYOR BOOK
P.L.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.E.	PERMANENT EASEMENT
P.I.	POINT OF INTERSECTION
P.R.C.	POINT OF REVERSE CURVATURE
P.T.M.	POINT OF TANGENCY
P.T.S.	POINT OF TANGENCY SURVEY
N.R.	NOT RECORDED
R.C.	RECORDED
R.P.	RADIUS POINT
S.W.	SUBJECT PROPERTY
S.W.	SUBJECT PROPERTY
S.W.E.	SUBJECT EASEMENT
U.E.	UTILITY EASEMENT



NOTICE
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE
THIS PLAT AS RECORDED IS THE GRAPHIC FORM OF THE OFFICIAL RECORD OF THE SUBDIVISION DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE CONSIDERED A SUBSTITUTE FOR THE GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SYMBOLS LEGEND

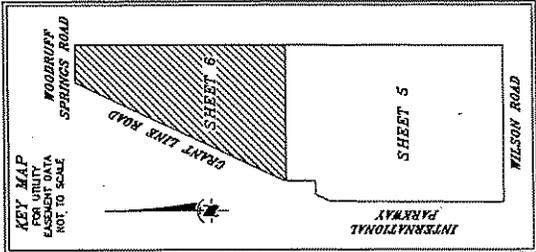
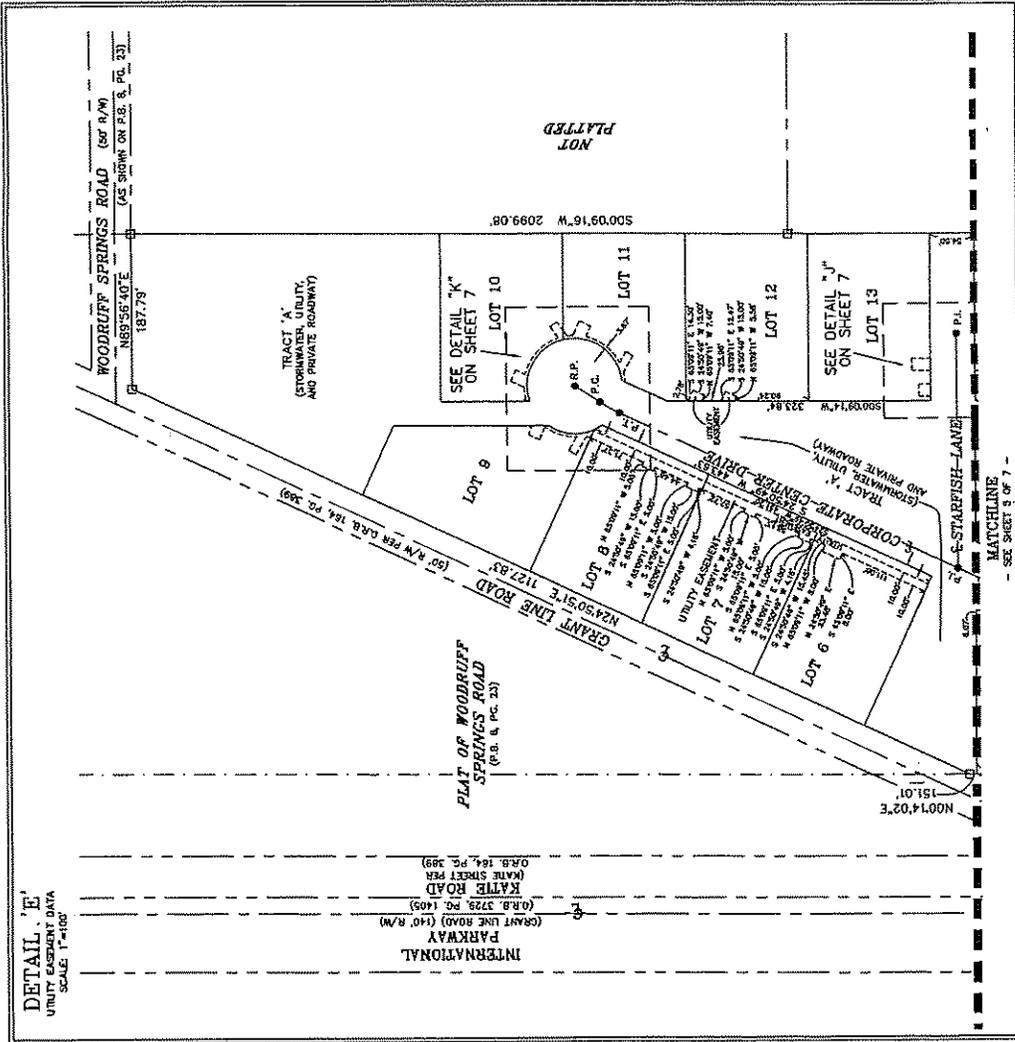
■	RECOVERED CONCRETE MONUMENT (P.A.M./P.C.P. #3517)	CHANGE IN DIRECTION (NO MONUMENT SET)
□	SET CONCRETE MONUMENT (P.A.M./P.C.P. #3718)	CENTRELINE
○	SET NAIL AND CAP (P.A.M./P.C.P. #3778)	SECTION CORNER
●	SET 1 1/2" IRON PIPE AND CAP (L.B.3778)	
△	DELTA	

Tinklepaugh
SURVEYING SERVICES, INC.
379 W. Michigan Street, Suite 208 • Orlando, Florida 32806
Tels. No. (407) 422-0957 Fax No. (407) 422-0915
LICENSED BUSINESS No. 3778

ROCKEFELLER GROUP CORPORATE CENTER

A parcel of land lying in Section 29, Township 19 South, Range 30 East and Section 30, Township 19 South, Range 30 East Seminole County, Florida.

DETAIL 'E'
UTILITY EASEMENT DATA
SCALE: 1"=100'

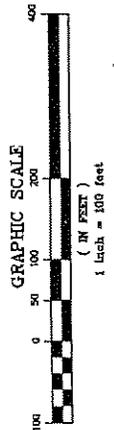


ABBREVIATIONS LEGEND

- CB. CH. CHORD BEARING RECORD
- CH. CH. CHORD CORNER RECORD
- OR. OR. ORANGE EASEMENT
- CH. CH. CHORD BEARING SYSTEM
- LI. LI. LICENSED BUSINESS
- L. L. ARC LENGTH
- LSB. L.S.B. LANDSCAPE BUFFER
- OSB. O.S.B. OFFICIAL RECORDS BOOK
- P.B. P.B. PLAT BOOK
- P.C. P.C. PERMANENT EASEMENT
- P.L. P.L. POINT OF LOCATION
- P.O.C. P.O.C. POINT OF BEGINNING CURVATURE
- P.R.M. P.R.M. POINT OF TANGENCY
- P.T. P.T. RADIALS
- R. R. RADIALS
- REC. REC. RECOVERED
- R/W. R/W. RIGHT-OF-WAY
- S.E. S.E. SECTION CORNER
- S.M.E. S.M.E. SIDEWALK EASEMENT
- U.E. U.E. UTILITY EASEMENT

NOTICE
THESE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL PUBLIC RECORD. ANY OTHER COPIES BEING SUPPLIED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLEMENTED IN AUTHORITY BY ANY OTHER INSTRUMENT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

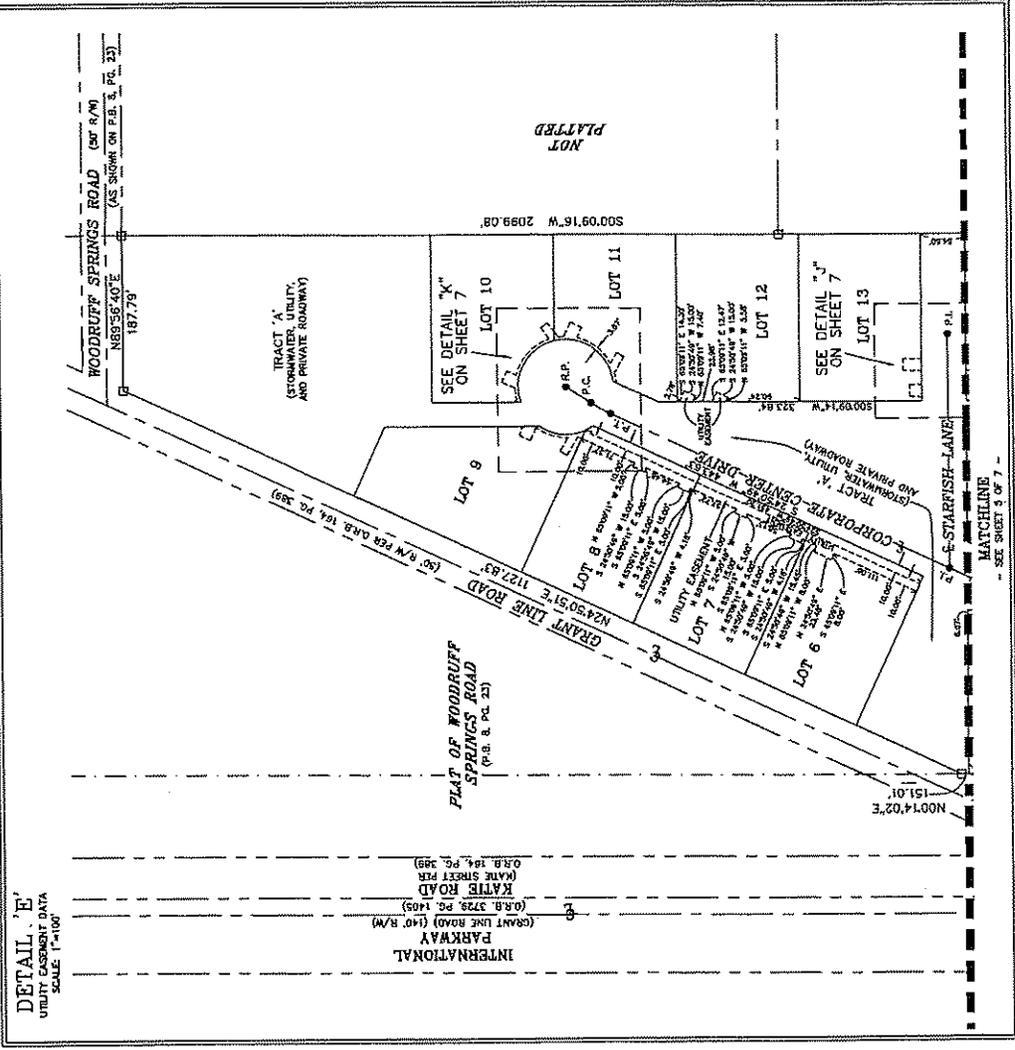


- SYMBOLS LEGEND**
- RECOVERED CONCRETE MONUMENT (P.B.M./P.C.P./AS17) CHANGE IN DIRECTION (NO MONUMENT SET)
 - SET CONCRETE MONUMENT (P.B.M./P.C.P./AS17)
 - SET NAIL AND CAP (P.B.M./P.C.P./AS17)
 - SET 1 1/2" IRON PIPE AND CAP (L.S.3778)
 - △ DELTA
 - ⊕ SECTION CORNER
 - ⊕ CONTIGUOUS

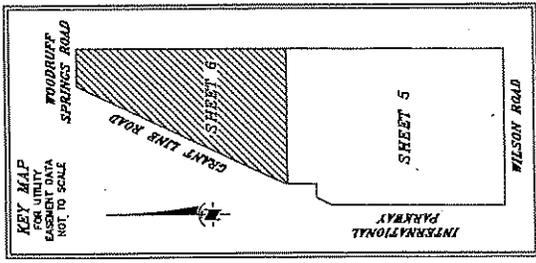
Tinklepaugh
SURVEYING SERVICES, INC.
379 W. Michigan Street, Suite 208 • Orlando, Florida 32806
Tels. No. (407) 422-0957 Fax No. (407) 422-8815
LICENSED BUSINESS No. 9776

ROCKEFELLER GROUP CORPORATE CENTER

A parcel of land lying in Section 29, Township 19 South, Range 30 East and Section 30, Township 18 South, Range 30 East Seminole County, Florida.

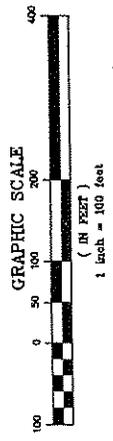


DETAIL 'E'
UTILITY EASEMENT DATA
SCALE 1"=100'



ABBREVIATIONS LEGEND

- CB - CORNER BEARING
- CD - CORNER RECORD
- CE - CENTER RECORD
- DE - DRAINAGE EASEMENT
- DF - DRAINAGE SYSTEM
- GP - GROUND PROFILE
- LS - LICENSED BUSINESS
- L - LENGTH
- AR - ARC LENGTH
- LSB - LANDSCAPE BUFFER
- US - UTILITY
- OSB - OFFICIAL BUSINESS
- PLB - PLAT BOOK
- PL - PLAT
- PE - POINT OF BEGINNING
- PEL - POINT OF BEGINNING EASEMENT
- PLC - POINT OF BEGINNING CURVATURE
- PLM - POINT OF BEGINNING MONUMENT
- PZ - POINT OF BEGINNING ZONING
- R - RADIAL
- R.A. - RADIAL
- REC - RECOVERED
- RE - RECOVERED
- R/W - RIGHT-OF-WAY
- R/W - RIGHT-OF-WAY
- SE - SECTION EASEMENT
- SE - SECTION EASEMENT
- SE - SECTION EASEMENT
- SWE - SIDEWALK EASEMENT
- UE - UTILITY EASEMENT



NOTICE
HEREIN MAY BE ADDED TO THIS PLAT BOOK IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE PROPERTY OF TINKLEPAUGH SURVEYING SERVICES, INC. AND WILL BE SUPPLIED IN AUTHORITY BY ANY OTHER PARTY. ANY ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SYMBOLS LEGEND

- RECOVERED CONCRETE MONUMENT (P.P.M./P.C.P. #317)
- SET CONCRETE MONUMENT (P.P.M./P.C.P. #1778)
- SET NAIL AND GAS (P.P.M./P.C.P. #1778)
- SET 1 1/2" IRON PIPE AND CAP (I.I.P.I.C. #1778)
- △ BETA
- CHANGE IN DIRECTION (NO MONUMENT SET)
- CENTERLINE
- SECTION CORNER

Tinklepaugh
SURVEYING SERVICES, INC.
375 W. Michigan Street, Suite 208 • Orlando, Florida 32808
Talk No. (407) 422-0857 Fax No. (407) 422-0915
LICENSED BUSINESS No. 0778

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Final Plat approval for Shoppes at Aloma Walk

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Cynthia Sweet **EXT:** 7443

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the final plat for Shoppes At Aloma Walk, containing 4 commercial lots on a 13.9 acre parcel zoned PUD (Planned Unit Development), located on the northeast corner of Aloma Avenue and Clayton Crossing Way, in Section 31, Township 21 S, Range 31 E - Aloma Walk Commercial Venture, LLC, applicant.

District 1 Bob Dallari

Cynthia Sweet

BACKGROUND:

The applicant, Aloma Walk Commercial Venture, LLC, is requesting approval of the final plat for Shoppes At Aloma Walk. The plat consists of 4 commercial lots on a 13.9 acre parcel zoned PUD (Planned Unit Development). The site is located on the northeast corner of Aloma Avenue and Clayton Crossing Way, in Section 31, Township 21 S, and Range 31 E.

The plat meets all applicable requirements of the approved Final Master Plan and Developer's Commitment Agreement for Greenway Pointe PUD, Chapter 35, Section 35.44, Seminole County Land Development Code, and Chapter 177, Florida Statutes. The applicant has provided a Performance Bond to ensure the completion of the subdivision improvements.

STAFF RECOMMENDATION:

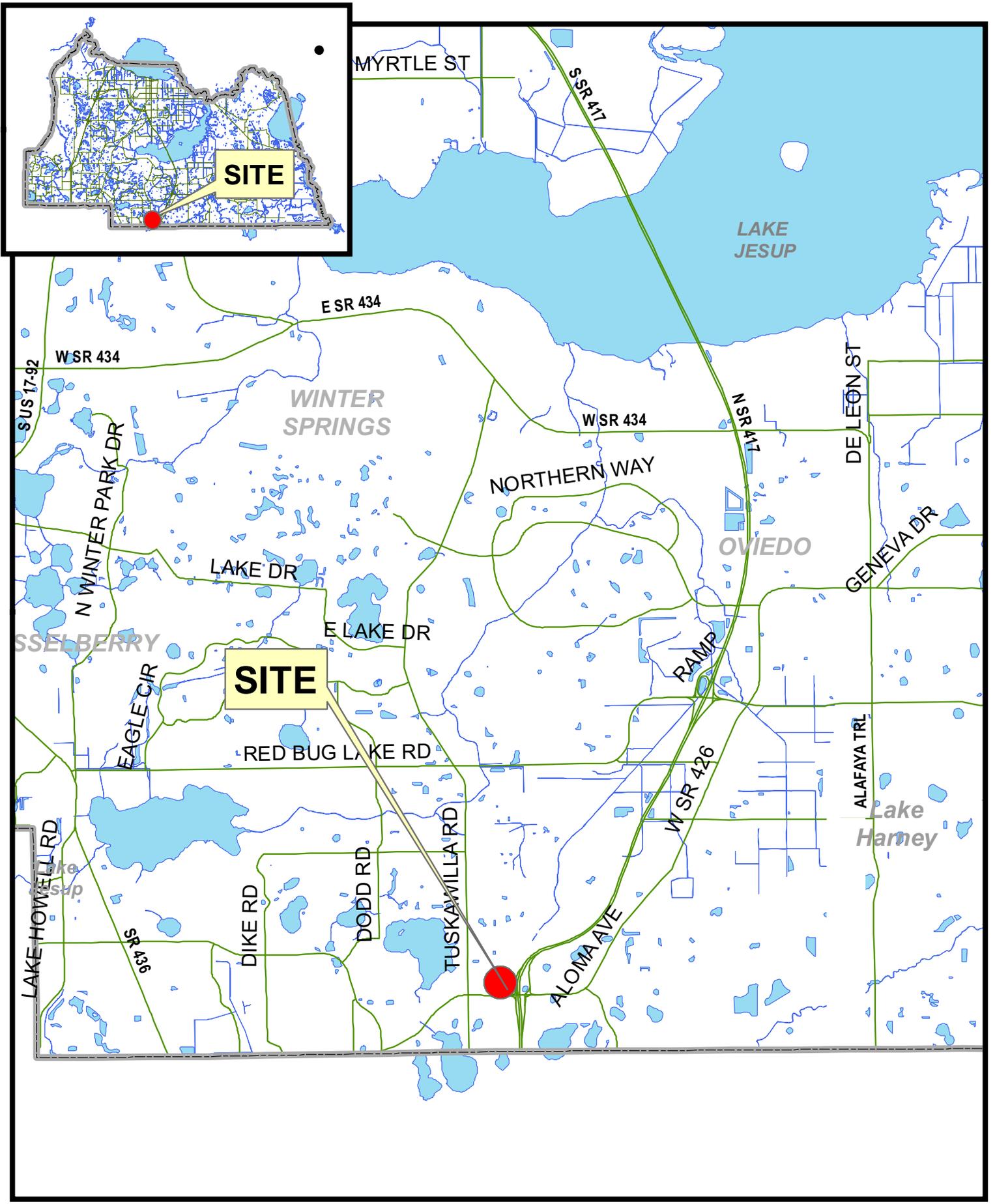
Staff recommends that the Board approve the final plat for Shoppes At Aloma Walk, containing 4 commercial lots on a 13.9 acre parcel zoned PUD (Planned Unit Development), located on the northeast corner of Aloma Avenue and Clayton Crossing Way, in Section 31, Township 21 S, Range 31 E - Aloma Walk Commercial Venture, LLC, applicant.

ATTACHMENTS:

1. Location Map
2. Maps and Aerials
3. Maps and Aerials
4. Reduced Copy of Plat

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)



Shoppes at Aloma Walk Final Plat



Shoppes At Aloma Walk Final Plat
Site Map





Shoppes at Aloma Walk

-  Parcel
-  Subject Property



January 2009 Color Aerials

EXHIBIT C

SHOPPES AT ALOMA WALK

LOCATED IN SECTION 31, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

PLAT PAGE
BOOK

DESCRIPTION
A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 31; RUN THENCE S01°07'04"E ALONG THE WEST LINE OF SAID SECTION 31 AND ALONG THE EAST LINE OF THE BEAR CREEK PLAT AS RECORDED IN PLAT BOOK 31, PAGES 54 AND 55, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 1,408.51 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE S01°05'50"E A DISTANCE OF 82.86 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE S01°07'18"E ALONG THE EAST LINE OF SAID BEAR CREEK PLAT A DISTANCE OF 1108.88 FEET TO THE SOUTHWEST CORNER OF TRACT "U" ALONG THE CROSSING TOWNSHOMES, AS RECORDED IN PLAT BOOK 71, PAGES 69 THROUGH 79, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N89°13'02"E, ALONG THE SOUTH LINE OF TRACT "U" AND TRACT "P" SAID CLAYTON CROSSING TOWNSHOMES, A DISTANCE OF 120.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "P" FOR A POINT OF BEGINNING; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG THE EAST LINE OF SAID TRACT "P": (1) N01°07'18"W A DISTANCE OF 684.66 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N31°12'23"E, A CHORD DISTANCE OF 26.74 FEET; (2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°39'22", A DISTANCE OF 28.21 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF N24°51'54"E, A CHORD DISTANCE OF 124.97 FEET; (3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 77°20'20", A DISTANCE OF 134.98 FEET TO THE SOUTHWEST CORNER OF TRACT "Q" OF SAID CLAYTON CROSSING TOWNSHOMES; THENCE N73°43'17"E ALONG THE SOUTH LINE OF SAID TRACT "Q", A DISTANCE OF 746.58 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "Q", AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 818.51 FEET, A CHORD BEARING OF S13°23'39"W, A CHORD DISTANCE OF 469.71 FEET; RUN THENCE THE FOLLOWING THREE (3) COURSES ALONG THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 417 (EASTERN BELTWAY): (1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°20'55", A DISTANCE OF 478.41 FEET TO A POINT OF TANGENCY; (2) S03°19'49"E A DISTANCE OF 445.64 FEET; (3) S33°10'49"W A DISTANCE OF 143.28 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 426 (ALOMA AVENUE); THENCE S89°13'02"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 807.98 FEET TO THE POINT OF BEGINNING.

CONTAINS 609,828 SQUARE FEET OR 13.985 ACRES MORE OR LESS.

NOTES:
1. BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATUM, BASED ON THE MONUMENTED WEST LINE OF THE NORTHWEST 1/4 OF SECTION 31-21-31, BEING: S01°07'18"E
2. ■ - DENOTES A PERMANENT REFERENCE MONUMENT, A 4" X 4" CONCRETE MONUMENT WITH A BRASS DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
3. ● - DENOTES A PERMANENT REFERENCE MONUMENT, A PK NAIL AND BRASS DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
4. STATE PLANE COORDINATES REFERENCED HEREON ARE SHOWN PER THE PLAT OF "CLAYTON CROSSING TOWNSHOMES" AS SHOWN ON SHEET 2 OF 11, PLAT BOOK 71, PAGES 69 THROUGH 79, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. PER SURVEYOR NOTE 2 ON SAID PLAT, THE COORDINATES ARE BASED ON SEMINOLE COUNTY ENGINEERING DEPARTMENT REFERENCE POINTS AND ARE ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.
5. TRACT "A" IS OPEN SPACE AND DRAINAGE AND IS TO BE OWNED AND MAINTAINED IN ACCORDANCE WITH THE ALOMA WALK DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS.
6. TRACT "B" IS FOR ACCESS AND IS TO BE OWNED AND MAINTAINED IN ACCORDANCE WITH THE ALOMA WALK DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS.
7. UTILITY EASEMENTS SHOWN ON THE PLAT ARE DEDICATED ON A NON-EXCLUSIVE BASIS TO THE PUBLIC. HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION UPON ANY GOVERNING BODY TO PERFORM ANY ACT OF CONSTRUCTION OR MAINTENANCE WITHIN SUCH DESIGNATED AREAS EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY ASSUMED BY THE GOVERNING BODY.
8. THE WATER LINE EASEMENT SHOWN ON THE PLAT IS DEDICATED TO SEMINOLE COUNTY, FLORIDA. HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION UPON ANY GOVERNING BODY TO PERFORM ANY ACT OF CONSTRUCTION OR MAINTENANCE WITHIN SUCH DESIGNATED AREAS EXCEPT WHEN THE DEDICATION IS VOLUNTARILY ASSUMED BY THE GOVERNING BODY.
9. THE SIGN EASEMENT IS DEDICATED IN ACCORDANCE WITH THE ALOMA WALK DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS.
10. THE PROPERTY DESCRIBED HEREIN IS SUBJECT TO THE ALOMA WALK DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS RECORDED OR TO BE RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
11. ALL PLANTED UTILITY EASEMENTS SHALL PROVIDE THE SUCH EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND OPERATION OF CABLE, TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR OR OPERATION OF CABLE, TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY IN THE RIGHT OF WAY. A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES." SEE FL. S. 177.091 (26), 10/12/03
12. NO PART OF SAID LANDS IS DEDICATED TO SEMINOLE COUNTY OR THE PUBLIC, UNLESS OTHERWISE NOTED. ALL OF SAID LANDS SHALL REMAIN PRIVATE AND THE SOLE AND EXCLUSIVE PROPERTY OF OWNER, ITS SUCCESSORS AND ASSIGNS, UNLESS OTHERWISE NOTED. THE UTILITY, DRAINAGE, AND ACCESS EASEMENTS SHOWN HEREON ARE NON-EXCLUSIVE AND ARE HEREBY DEDICATED IN ACCORDANCE WITH THE ALOMA WALK DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS. NON-EXCLUSIVE DRAINAGE, ACCESS, AND UTILITY EASEMENT OVER AND UNDER ALL OF THE PRIVATE LOTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC. THE PUBLIC SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, REPAIR, REPLACE, REMOVE, OR RELOCATE ANY UTILITY OR FACILITY OF THE PUBLIC UTILITIES COMPANY, POLICE AND OTHER AUTHORITIES OF THE LAW, UNITED STATES MAIL CARRIERS, REPRESENTATIVES OF UTILITIES AUTHORIZED BY AND FIRE PROTECTION SERVICES, POLICE AND OTHER AUTHORITIES OF THE LAW, HOLDERS OF MORTGAGE LIENS ON SUCH LANDS AND SUCH OTHER PERSONS AS THE LAWFUL OWNER OF THE LOTS FROM TIME TO TIME MAY DESIGNATE, THE NON-EXCLUSIVE AND PERPETUAL RIGHTS OF INGRESS AND EGRESS OVER AND ACROSS SAID LOTS AND EASEMENTS. REGARDLESS OF THE PRECEDING PROVISIONS, THE LAWFUL OWNER OF EACH LOT RESERVES UNRESTRICTED AND ABSOLUTE RIGHT TO DENY THE RIGHT OF INGRESS TO ANY PERSON WHO, IN THE OPINION OF THE LAWFUL OWNER, MAY CREATE A DISTURBANCE OR PARTICIPATE IN A DISTURBANCE OR A NUISANCE ON ANY PART OF THE LAND SHOWN ON THIS PLAT.

VICINITY MAP (N.T.S.)
A map showing the location of the property within the township and section grid. The map includes labels for 'SECTION 31', 'TOWNSHIP 21 SOUTH', and 'RANGE 31 EAST'. A shaded area indicates the 'SITE' location.

NOTICE:
THIS PLAT AS RECORDED IN ITS ORIGINAL FORM IS THE OFFICIAL RECORD OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. ANY REVISIONS TO THIS PLAT WILL BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ACCURIGHT SURVEYS
917 Orlando, Inc.
2012 E. Robinson, St.
Orlando, Florida 32803
(407) 894-6314

SHOPPES AT ALOMA WALK
DECLARATION

KNOW ALL BY THESE PRESENTS that Aloma Walk Commercial Ventures, LLC, a Florida limited liability company, being the owner in fee simple of the lands described in the foregoing caption to this Declaration, has caused these presents to be signed by its officer named below on this _____ day of _____, 2008, and the purposes herein expressed and declared in Tracts A and B to the use and benefit of the proprietors within the plat and the Utility Easements shown herein to the perpetual, non-negotiable use of the public.

IN WITNESS WHEREOF, I have caused these presents to be signed by its officer named below on the _____ day of _____, 2008.

Aloma Walk Commercial Ventures, LLC, a Florida limited liability company
By: Richard C. Thomas
Manager

SIGNED IN THE PRESENCE OF:
(Printed name) _____ (Signature) _____
(Printed name) _____ (Signature) _____

STATE OF MISSOURI, COUNTY OF _____
THIS IS TO CERTIFY that on this _____ day of _____, 2008, I have reviewed this plat for conformity to Chapter 177 (F.S.)

Stew L. Westlake, P.L.S.
Date: _____
Florida Registration Number 4589
County Surveyor for Seminole County, Florida

CERTIFICATE OF CLERK
OF THE CIRCUIT COURT

I have reviewed the foregoing plat and find that it complies in form with the provisions of Chapter 177, Florida Statutes, and was filed for record on _____ of _____, 2008.

My commission expires _____ of _____, 2008.

Maryanna Moore
Clerk of the Circuit Court
Seminole County, Florida

CERTIFICATE OF SURVEYOR

That the under- signed being duly sworn on March 18, 2008, he completed the survey of the lands shown in the foregoing plat of land. That said plat is a correct and true representation of the actual conditions as specified or substantiated by permanent reference monuments thereon placed on or about the date of the survey as required by Chapter 177, Florida Statutes, and that said land is located in Seminole County, Florida.

Date: _____
JAMES D. BRAY PSM #8007
ACCURIGHT SURVEYS
OF ORLANDO, INC.

CERTIFICATE OF APPROVAL BY
BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY that on _____ the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

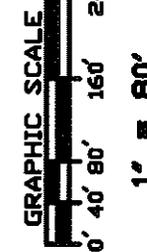
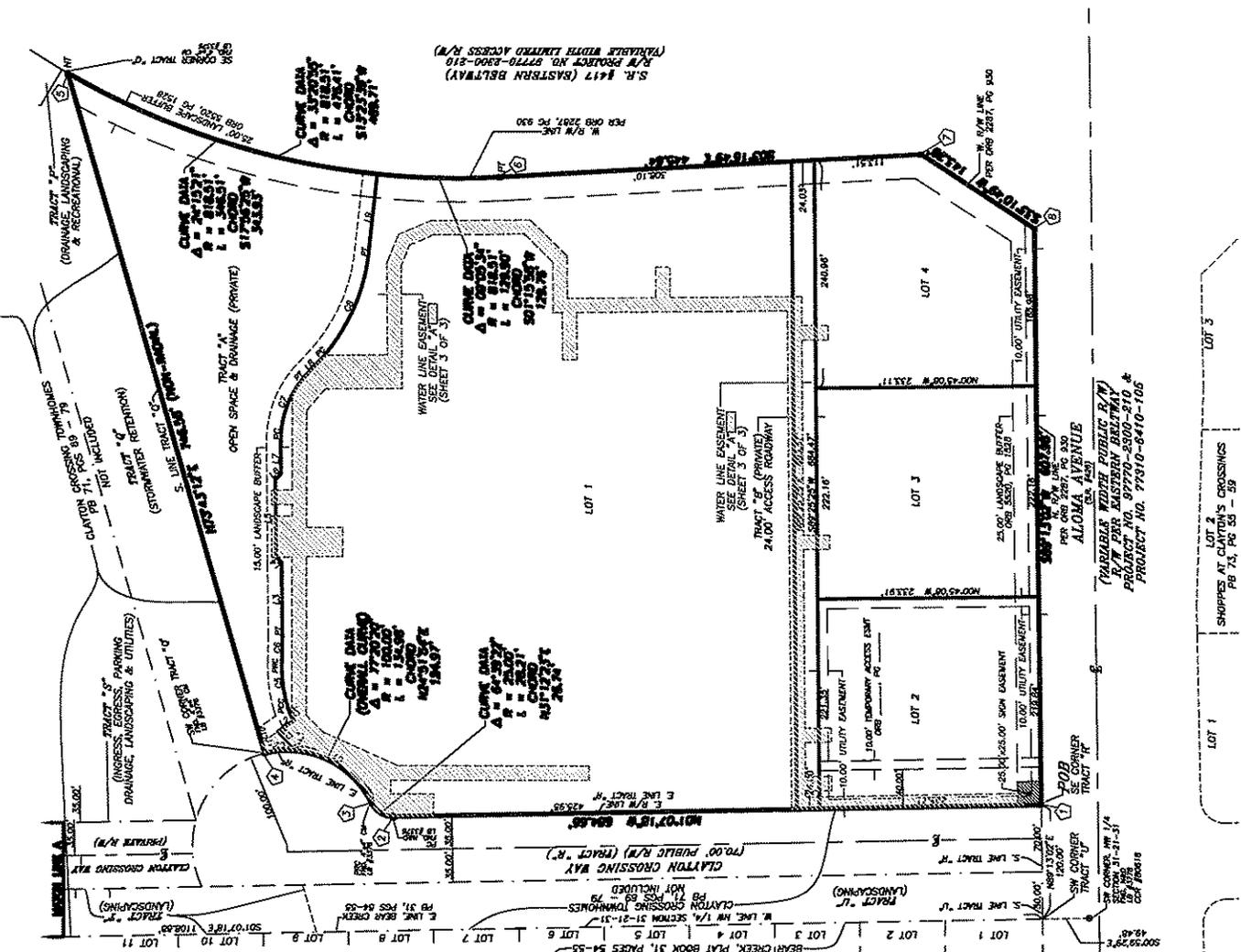
Bob Dolan
Chairman of the Board

_____ Clerk of the Board

SHOPPES AT ALOMA WALK

LOCATED IN SECTION 31, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

PLAT BOOK PAGE



LINE CHART

LINE	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE
L1	N89°49'51"W	6.16'	N32°26'37"E	103.28'
L2	N89°49'51"W	78.48'	N05°13'32"W	26.38'
L3	N89°49'51"W	78.48'	N89°25'28"E	18.40'
L4	N44°21'25"E	8.24'	N82°45'12"E	48.60'
L5	N55°21'25"E	8.24'	S89°07'09"E	25.29'
L6	N89°49'51"W	34.16'	S89°07'09"E	76.34'
L7	N89°49'51"W	78.69'	S68°45'06"E	125.23'
L8	S46°55'37"E	84.17'		
L9	S83°55'54"E	15.82'		
L10	N73°43'12"E	11.82'		
L11	N73°43'12"E	11.82'		

NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH
C1	62°10'55"	100.00'	108.53'
C2	15°09'23"	100.00'	26.45'
C3	0°18'03"	144.00'	18.41'
C4	18°00'08"	146.68'	43.31'
C5	02°54'51"	497.33'	25.29'
C6	43°39'57"	102.67'	78.22'
C7	37°00'07"	187.33'	127.44'

- LEGEND**
- NTS - NOT TO SCALE
 - OR - OFFICIAL RECORDS BOOK
 - CB - CONCRETE CORNER
 - DB - DEED BOOK
 - ESMT - EASEMENT
 - FND - FOUND
 - BIS - GEODETIC INFORMATION SYSTEM
 - IP - IRON PIPE
 - L - ARC LENGTH
 - LB - LICENSED BUSINESS
 - LS - LICENSED SURVEYOR
 - MEAS - MEASURED
 - N&D - NAIL & DISK
 - NT - NON-TANGENT
 - PCP - POINT OF CURVATURE
 - PP - PERMANENT CONTROL POINT
 - PI - POINT OF INTERSECTION
 - POB - POINT OF BEGINNING
 - PR - POINT OF REVERSE CURVATURE
 - PT - PERMANENT REFERENCE MONUMENT
 - PI - POINT OF TANGENCY
 - R - CURVE RADIUS
 - R/W - RIGHT OF WAY

STATEPLANE COORDINATES

#	NORTHING	EASTING
1	1557764.257	572243.983
2	1558468.795	572230.581
3	1558491.655	572244.434
4	1558605.036	572296.980
5	1558804.327	573013.828
6	1558352.391	572904.821
7	1557912.481	572930.320
8	1557792.563	572851.907

SHEET 2 of 3

ACCURIGHT SURVEYS

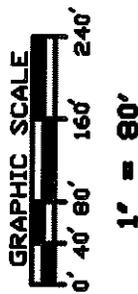
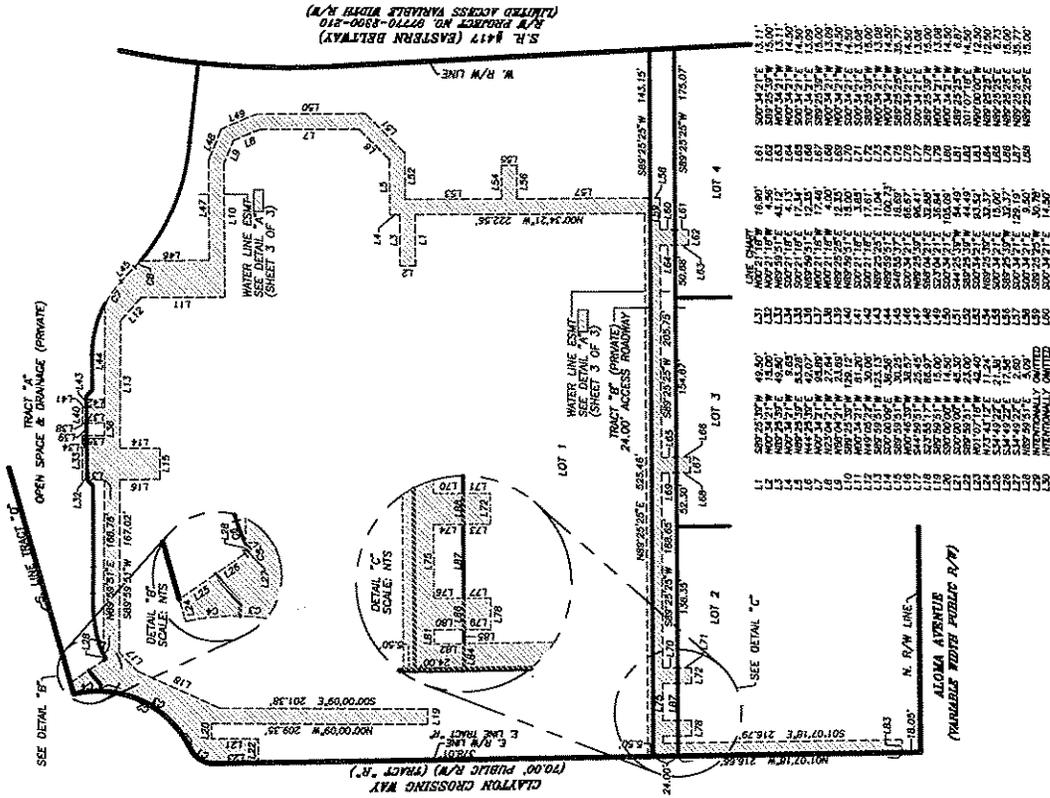
of Orlando, Inc.
2018 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

SHOPPES AT ALOMA WALK

LOCATED IN SECTION 31, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

PLAT BOOK PAGE

DETAIL "A" - WATER LINE EASEMENT



- LEGEND**
- NOT TO SCALE
 - NTS — OFFICIAL RECORDS BOOK
 - ORB — PLAT BOOK
 - PB — PLAT BOOK
 - CM — CURVED MONUMENT
 - DB — CED BOOK
 - ESMT — EASEMENT
 - FND — FOUND
 - GIS — GEODETIC INFORMATION SYSTEM
 - IP — IRON PIPE
 - POB — POINT OF BEGINNING
 - POC — POINT OF COMMENCEMENT
 - PRC — POINT OF REVERSE CURVATURE
 - PRM — PERMANENT REFERENCE MONUMENT
 - PT — POINT OF TANGENCY
 - R — CURVE RADIUS
 - R/W — RIGHT OF WAY
 - CENTRAL ANGLE
 - CERTIFIED CORNER RECORDED
 - CONCRETE MONUMENT
 - CEED BOOK
 - EASEMENT
 - FOUND
 - GEODETIC INFORMATION SYSTEM
 - IRON PIPE
 - POINT OF BEGINNING
 - POINT OF COMMENCEMENT
 - POINT OF REVERSE CURVATURE
 - PERMANENT REFERENCE MONUMENT
 - POINT OF TANGENCY
 - CURVE RADIUS
 - RIGHT OF WAY
 - CENTRAL ANGLE
 - CERTIFIED CORNER RECORDED
 - CONCRETE MONUMENT
 - CEED BOOK
 - EASEMENT
 - FOUND
 - GEODETIC INFORMATION SYSTEM
 - IRON PIPE
 - POINT OF BEGINNING
 - POINT OF COMMENCEMENT
 - POINT OF REVERSE CURVATURE
 - PERMANENT REFERENCE MONUMENT
 - POINT OF TANGENCY
 - CURVE RADIUS
 - RIGHT OF WAY

NO.	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
L1	18.00°	100.00'	N42°15'32"E	124.66'
L2	18.00°	100.00'	N42°15'32"E	124.66'
L3	18.00°	100.00'	N42°15'32"E	124.66'
L4	18.00°	100.00'	N42°15'32"E	124.66'
L5	18.00°	100.00'	N42°15'32"E	124.66'
L6	18.00°	100.00'	N42°15'32"E	124.66'
L7	18.00°	100.00'	N42°15'32"E	124.66'
L8	18.00°	100.00'	N42°15'32"E	124.66'
L9	18.00°	100.00'	N42°15'32"E	124.66'
L10	18.00°	100.00'	N42°15'32"E	124.66'
L11	18.00°	100.00'	N42°15'32"E	124.66'
L12	18.00°	100.00'	N42°15'32"E	124.66'
L13	18.00°	100.00'	N42°15'32"E	124.66'
L14	18.00°	100.00'	N42°15'32"E	124.66'
L15	18.00°	100.00'	N42°15'32"E	124.66'
L16	18.00°	100.00'	N42°15'32"E	124.66'
L17	18.00°	100.00'	N42°15'32"E	124.66'
L18	18.00°	100.00'	N42°15'32"E	124.66'
L19	18.00°	100.00'	N42°15'32"E	124.66'
L20	18.00°	100.00'	N42°15'32"E	124.66'
L21	18.00°	100.00'	N42°15'32"E	124.66'
L22	18.00°	100.00'	N42°15'32"E	124.66'
L23	18.00°	100.00'	N42°15'32"E	124.66'
L24	18.00°	100.00'	N42°15'32"E	124.66'
L25	18.00°	100.00'	N42°15'32"E	124.66'
L26	18.00°	100.00'	N42°15'32"E	124.66'
L27	18.00°	100.00'	N42°15'32"E	124.66'
L28	18.00°	100.00'	N42°15'32"E	124.66'
L29	18.00°	100.00'	N42°15'32"E	124.66'
L30	18.00°	100.00'	N42°15'32"E	124.66'

SHEET 3 of 3

ACCURIGHT SURVEYS

5911 Orlando, Inc.
801 E. Robinson St.
Orlando, Florida 32809

(407) 894-6314

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Satisfaction of Code Enforcement Lien – Case No. 08-05-CEB , Previous owners, Anthony Anderson and current owner, Deutsche Bank National Trust Company

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Carolyn Jane Spencer **EXT:** 7403

MOTION/RECOMMENDATION:

Approve the Satisfaction of Lien in the amount of \$16,150.00, Case No. 08-05-CEB, on 108 Palm Springs Drive, Longwood, Tax Parcel # 01-21-29-501-0B00-0020, previously owned by Anthony Anderson and currently owned by Deutsche Bank National Trust Company, and authorize the Chairman to execute a Satisfaction of Lien.

District 4 Carlton D. Henley

Tina Williamson

BACKGROUND:

In response to a complaint, on September 13, 2007, the Code Enforcement Officer observed the following violation located at 108 Palm Springs Drive, Longwood: The accumulation of trash and debris in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (g).

The timeline on this violation is below:

DATE	ACTION	RESULT
March 14, 2007	Lis Pendens filed	Deutsche Bank National Trust Company's Notice of Lis Pendens recorded
January 24, 2008	Code Board Hearing – Findings of Fact, Conclusions of Law and Order	Order entered by Code Enforcement Board giving a compliance date of February 8, 2008 with a fine of \$50.00 per day if violation is not corrected by compliance date.
February 12, 2008	Affidavit of Non-Compliance filed by the Code Enforcement Officer after reinspection on February 11, 2008.	Violation remains.
March 27, 2008	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien	Order entered by the Code Enforcement Board imposing a lien of \$2,400.00 with fine continuing to accrue at \$50.00 per day until compliance is obtained.
September 16, 2008	Certificate of Title	Judgment of Foreclosure extinguished the accruing lien from inception to Certificate of Title. The Certificate of Title transferred ownership to Deutsche Bank National Trust Company. Due to non-compliance, lien will begin to accrue at \$50.00 per day against new

		owner as of this date until compliance is obtained.
August 6, 2009	Affidavit of Compliance filed by Code Enforcement Officer after reinspection on August 5, 2009.	Violation corrected. Lien totals \$16,150.00 for 323 days of non-compliance, from date of the Certificate of Title until compliance
September 14, 2009	Payment received - \$16,150.00	

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Satisfaction of Lien in the amount of \$16,150.00, Code Enforcement Board Case #08-05-CEB, on 108 Palm Springs Drive, Longwood, Tax Parcel # 01-21-29-501-0B00-0020, previously owned by Anthony Anderson and currently owned by Deutsche Bank National Trust Company, and authorize the Chairman to execute a Satisfaction of Lien.

ATTACHMENTS:

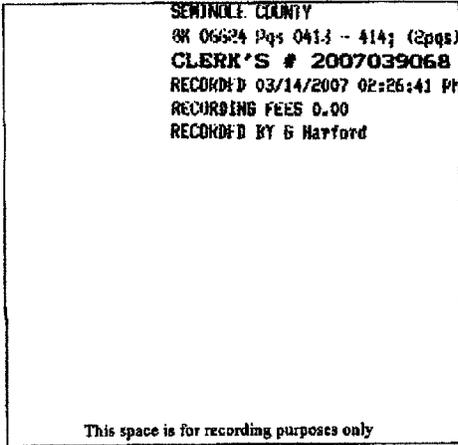
1. Lis Pendens
2. Findings of Fact
3. Affidavit Of Non Compliance
4. Order imposing Lien
5. Certificate of Title
6. Affidavit Of Compliance
7. Check and receipt for payment
8. Property Appraiser Data
9. Satisfaction of Lien

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

MARYANNE MURSE, CLERK OF CIRCUIT COURT

SEMINOLE COUNTY
BK 06624 Pgs 0413 - 414; (2pgs)
CLERK'S # 2007039068
RECORDED 03/14/2007 02:26:41 PM
RECORDING FEES 0.00
RECORDED BY G Hatford



This space is for recording purposes only

IN THE CIRCUIT COURT OF THE 18TH JUDICIAL
CIRCUIT, IN AND FOR SEMINOLE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 07-CA-738-149

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR MORGAN
STANLEY ABS CAPITAL I, INC. TRUST
2006-NC4

PLAINTIFF

VS.

ANTHONY ANDERSON; UNKNOWN
SPOUSE OF ANTHONY ANDERSON, IF
ANY; ANY AND ALL UNKNOWN PARTIES
CLAIMING BY, THROUGH, UNDER, AND
AGAINST THE HEREIN NAMED
INDIVIDUAL DEFENDANT(S) WHO ARE
NOT KNOWN TO BE DEAD OR ALIVE,
WHETHER SAID UNKNOWN PARTIES MAY
CLAIM AN INTEREST AS SPOUSES, HEIRS,
DEWISEES, GRANTEEES OR OTHER
CLAIMANTS; JOHN DOE AND JANE DOE
AS UNKNOWN TENANTS IN POSSESSION
DEFENDANT(S)

Certified

FILED IN
GENERAL JURISDICTION
SEMINOLE CO. FLA.
MARCH 17 2007

NOTICE OF LIS PENDENS

1. TO: The above named Defendants, AND ALL OTHERS WHOM IT MAY CONCERN:

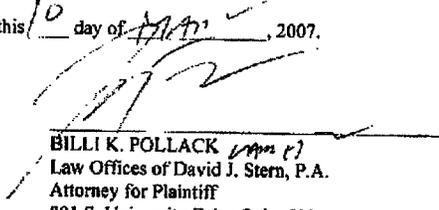
2. YOU ARE NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose the Note and Mortgage encumbering the described property and the decreeing of a sale of the property under the direction of the court in default of the payment of the amount found to be due the Plaintiff under the Note and Mortgage, and for other, further and general relief set forth in the Complaint.

3. The property involved is that certain parcel, lot or unit situate, lying and being in SEMINOLE County, Florida, as set forth in the mortgage recorded in Official Records Book 6412, at Page 1796, more particularly described as follows:

3 MD

LOT 2, BLOCK B, KNOLLWOOD THIRD ADDITION AMENDED PLAT, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 61-62 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Dated at Plantation, Broward County, Florida, this 10 day of April, 2007.



BILLI K. POLLACK *12/1/07*
Law Offices of David J. Stern, P.A.
Attorney for Plaintiff
801 S. University Drive Suite 500
Plantation, FL 33324
(954) 233-8000
Bar #: 0821535 *12/1/07*

This is not a certified copy

07-75177(ASCP)

M... ANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY

BK 06920 Pgs 0584 - 585; (2pgs)

CLERK'S # 2008011888

RECORDED 01/31/2008 03:12:57 PM

RECORDING FEES 18.50

RECORDED BY G Harford

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

CASE NO. 08-05-CEB

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

Petitioner,
vs.

ANTHONY ANDERSON
PARCEL I.D. NO 01-21-29-501-0B00-0020

Respondent.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL

BY: *[Signature]*
DATE: 1/25/08

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 08-05-CEB, it is determined that the Respondent is:

- (a) the owner of record of the property (Tax Parcel ID # 01-21-29-501-0B00-0020) located at 108 Palm Springs Drive, Longwood, located in Seminole County and legally described as follows:

LEG LOT 2 BLK B KNOLLWOOD 3RD ADD
AMENDED PLAT PB 16 PG 62

- (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 (g)

It is hereby ordered that the Respondent shall correct the violation on or before February 8, 2008. In order to correct the violation, the Respondent shall take the following remedial action:

1) REMOVE THE ACCUMULATION OF TRASH AND DEBRIS

If the Respondent does not comply with the Order, a fine of \$ 50.00 per day will be imposed for each day the violation continues or is repeated after compliance past February 8, 2008.

The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

RETURN TO SANDY McCANN

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 24th day of January 2008, in Seminole County,
Florida.

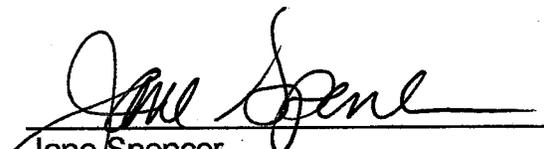
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA



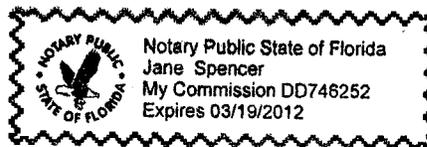
TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of January 2008, by Tom Hagood, who is personally known to me.



Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO: 08-05-CEB

CERTIFIED COPY

CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL

Petitioner,

vs.

ANTHONY ANDERSON

Respondent.

BY: Jane Spence
DATE: 2-22-08

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2008021735 BK 09936 Pg 0190, (1pg) REC'D 02/25/2008 09:03:52 PM
REC FEES 0.00, RECD BY G HAROLD

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 **January 24, 2008**, the Board held a public hearing and issued its **Order** in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain **corrective action** by or before **February 8, 2008**.
3. That a re-inspection was performed on **February 11, 2008**.
4. That the re-inspection revealed that the corrective action ordered by the **Board** has not been taken in that **the accumulation of trash and debris remains on the property**.

FURTHER AFFIANT SAYETH NOT.

DATED this 12th day of **FEBRUARY 2008**.

Dorothy Hird
Dorothy Hird, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 12th day of **February 2008**, by **Dorothy Hird**, who is personally known to me and who did take an oath.

Jane Spence
**Notary Public in and for the County
and State Aforementioned**
My commission expires:



AFFNON.COM

RETURN TO SANDY MCCANN

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

IRYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06963 Pgs 1265 - 1266; (2pgs)
CLERK'S # 2008038469
RECORDED 04/03/2008 08:35:36 AM
RECORDING FEES 18.50
CASE NO 08-05-CEB

**SEMINOLE COUNTY, a political
subdivision of the State of Florida,**

Petitioner,

vs.

**ANTHONY ANDERSON
PARCEL I.D. NO 01-21-29-501-0B00-0020**

Respondent.

**CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL**

BY: *J. Spencer*
DATE: 4-1-08

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel ID # 01-21-29-501-0B00-0020) located at 108 Palm Springs Drive, Longwood, located in Seminole County and legally described as follows:

**LEG LOT 2 BLK B KNOLLWOOD 3RD ADD
AMENDED PLAT PB 16 PG 62**

This case came on for public hearing before the Code Enforcement Board of Seminole County on January 24, 2008, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (g).

Said Order stated that a fine in the amount of \$50.00 per day would be imposed if the Respondent did not take certain corrective action by February 8, 2008.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on February 11, 2008.

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated January 24, 2008, the Board orders that a **lien** in the amount of **\$2,400.00** for 48 days of non-compliance at \$50.00 per day, from February 9, 2008 through and including March 27, 2008, be imposed; and the fine shall continue to accrue at **\$50.00 per day** for each day the violation continues or is repeated past March 27, 2008.

RETURN TO SANDY McCANN

This Order shall be recorded in the official land records of Seminole County and shall constitute a **lien** against the land on which the violation exist and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 27th day of March 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA



TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 27th day of March 2008, by Tom Hagood, who is personally known to me.



Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires



IN THE CIRCUIT COURT OF THE 18TH JUDICIAL
CIRCUIT, IN AND FOR SEMINOLE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO: 07-CA-0738-14-G

**DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR MORGAN
STANLEY ABS CAPITAL I, INC. TRUST 2006-
NC4**

PLAINTIFF

VS.

**ANTHONY ANDERSON; UNKNOWN SPOUSE
OF ANTHONY ANDERSON, IF ANY; ANY
AND ALL UNKNOWN PARTIES CLAIMING
BY, THROUGH, UNDER, AND AGAINST THE
HEREIN NAMED INDIVIDUAL
DEFENDANT(S) WHO ARE NOT KNOWN TO
BE DEAD OR ALIVE (WHETHER SAID
UNKNOWN PARTIES MAY CLAIM AN
INTEREST AS SPOUSES, HEIRS, DEVISEES,
GRANTEES OR OTHER CLAIMANTS; JOHN
DOE AND JANE DOE AS UNKNOWN
TENANTS IN POSSESSION**

DEFENDANT(S)

FILED IN OFFICE OF
CLERK OF CIRCUIT COURT
2008 SEP 15 AM 9:08
BY SEMINOLE CO. FLA. D.C.

This space is for recording purposes only

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that (s)he executed and filed a Certificate of Sale in this action on September 2, 2008, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in SEMINOLE County, Florida,:

**LOT 2, BLOCK B, KNOLLWOOD THIRD ADDITION AMENDED PLAT, ACCORDING TO MAP OR
PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 61-62 OF THE PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA.**

was sold to **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY
ABS CAPITAL I, INC. TRUST 2006-NC4**
c/o **C/O A.S.C. FOR NORWEST HOME IMPROVEMENT, 3476 STATEVIEW BLVD
FT. MILL, SC 29715**

WITNESS my hand and the seal of this Court on September 15, 2008.

(SEAL)

MARYANNE MORSE
Clerk of Circuit Court

BY: Mary Stroyer
Deputy Clerk

This document prepared by:

**THE LAW OFFICES OF DAVID J. STERN, P.A.
801 S. University Drive Suite 500
Plantation, FL 33324
07-75177(ASCF)**

MARYANNE MORSE, CLERK OF CIRCUIT COURT,
CLERK OF SEMINOLE COUNTY
BK 07064, PL 1043, (1pg)
FILE NUM 2008105404
RECORDED 09/16/2008 02:39:21 PM
DEED DOC STAMPS 0.70
RECORDING FEES 0.00
RECORDED BY B Harford

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida

Case No. 08-05-CEB

Petitioner,
vs.

ANTHONY ANDERSON

Respondent.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: *[Signature]*
DATE: 8/27/09

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Dorothy Hird, Code Enforcement Officer, Seminole County Sheriff's Office**, who, after being duly sworn, deposes and says:

1. That on **January 24, 2008**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **February 8, 2008**.
3. That a re-inspection was performed and the Respondent was in compliance on **August 5, 2009**.
4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that **the accumulation of trash and debris has been removed from the property**.

FURTHER AFFIANT SAYETH NOT.

DATED this 6th day of **AUGUST 2009**.

[Signature]

Dorothy Hird, Code Enforcement Officer

**STATE OF FLORIDA)
COUNTY OF SEMINOLE)**

The foregoing instrument was acknowledged before me this 6th day of **August 2009**, by **Dorothy Hird**, who is personally known to me and who did take an oath.

[Signature]
Notary Public in and for the County
of the State Aforementioned
My commission expires:

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 07245 Pg 1944; (1pg)
FILE NUM 2009095572
RECORDED 08/26/2009 03:29:15 PM
RECORDING FEES 10.00
RECORDED BY J Eckenrath

CMPLAFF.CEB



DAVID J. STERN, P.A.
TRUST ACCOUNT
(954) 233-8000
900 S. PINE ISLAND ROAD, SUITE 400
PLANTATION, FL 33324

BANK OF AMERICA
63-4/630

0368511

DATE

09-09-09

AMOUNT

\$*****16,150.00

PAY

SIXTEEN THOUSAND ONE HUNDRED FIFTY AND 00/100 DOLLARS

TO THE ORDER OF: BOARD OF COUNTY COMMISSIONERS

VOID AFTER 120 DAYS

[Handwritten Signature]
AUTHORIZED SIGNATURE

Memo: 07-C19465 PAYOFF CASE #08-05-CEB FOF

⑈ 368511 ⑈

RECEIPT

No 74079

SEMINOLE COUNTY, FLORIDA

Date 9/14 20 09
Received from David Stern PA
Address _____
Description _____

Account Number	Amount	Description
<u>02100.354200.110100</u>	<u>16,150.00</u>	<u>Case 08-05-CEB</u>
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

Total Amount 16,150.00 Board of County Commissioners
Check No. 368511 Cash _____ By Jace, Justice

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL.</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>		
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<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 01-21-29-501-0B00-0020</p> <p>Owner: DEUTSCHE BANK NATIONAL TR CO</p> <p>Own/Addr: TR FBO</p> <p>Mailing Address: 3476 STATEVIEW BLVD</p> <p>City,State,ZipCode: FT MILL SC 29715</p> <p>Property Address: 108 PALM SPRINGS DR LONGWOOD 32750</p> <p>Subdivision Name: KNOLLWOOD 3RD ADD AMENDED PLAT</p> <p>Tax District: 01-COUNTY-TX DIST 1</p> <p>Exemptions:</p> <p style="padding-left: 40px;">Dor: 01-SINGLE FAMILY</p>	<p>VALUE SUMMARY</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">VALUES</th> <th style="text-align: center;">2009 Working</th> <th style="text-align: center;">2008 Certified</th> </tr> </thead> <tbody> <tr> <td>Value Method</td> <td style="text-align: center;">Cost/Market</td> <td style="text-align: center;">Cost/Market</td> </tr> <tr> <td>Number of Buildings</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Depreciated Bldg Value</td> <td style="text-align: right;">\$278,333</td> <td style="text-align: right;">\$321,605</td> </tr> <tr> <td>Depreciated EXFT Value</td> <td style="text-align: right;">\$8,781</td> <td style="text-align: right;">\$8,781</td> </tr> <tr> <td>Land Value (Market)</td> <td style="text-align: right;">\$60,000</td> <td style="text-align: right;">\$70,000</td> </tr> <tr> <td>Land Value Ag</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td>Just/Market Value</td> <td style="text-align: right;">\$347,114</td> <td style="text-align: right;">\$400,386</td> </tr> <tr> <td>Portability Adj</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td>Save Our Homes Adj</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td>Assessed Value (SOH)</td> <td style="text-align: right;">\$347,114</td> <td style="text-align: right;">\$400,386</td> </tr> </tbody> </table> <p style="text-align: center;">Tax Estimator</p>	VALUES	2009 Working	2008 Certified	Value Method	Cost/Market	Cost/Market	Number of Buildings	1	1	Depreciated Bldg Value	\$278,333	\$321,605	Depreciated EXFT Value	\$8,781	\$8,781	Land Value (Market)	\$60,000	\$70,000	Land Value Ag	\$0	\$0	Just/Market Value	\$347,114	\$400,386	Portability Adj	\$0	\$0	Save Our Homes Adj	\$0	\$0	Assessed Value (SOH)	\$347,114	\$400,386
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2009 TAXABLE VALUE WORKING ESTIMATE			
Taxing Authority	Assessment Value	Exempt Values	Taxable Value
County General Fund	\$347,114	\$0	\$347,114
Schools	\$347,114	\$0	\$347,114
Fire	\$347,114	\$0	\$347,114
Road District	\$347,114	\$0	\$347,114
SJWM(Saint Johns Water Management)	\$347,114	\$0	\$347,114
County Bonds	\$347,114	\$0	\$347,114

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	
CERTIFICATE OF TITLE	09/2008	07064 1043	\$100	Improved	No	
QUIT CLAIM DEED	08/2008	07061 0425	\$100	Improved	No	
TRUSTEE DEED	02/2006	06134 1152	\$389,000	Improved	No	
QUIT CLAIM DEED	01/2005	05604 1477	\$100	Improved	No	
WARRANTY DEED	05/2004	05340 1491	\$369,000	Improved	Yes	
WARRANTY DEED	04/2001	04080 1601	\$217,500	Improved	Yes	
WARRANTY DEED	04/1994	02766 0853	\$160,000	Improved	Yes	
WARRANTY DEED	10/1979	01246 1801	\$115,000	Improved	Yes	
CERTIFICATE OF TITLE	05/1979	01226 1694	\$11,400	Improved	No	

Find Comparable Sales within this Subdivision

2008 VALUE SUMMARY

2008 Tax Bill Amount: \$6,030

2008 Certified Taxable Value and Taxes

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND						LEGAL DESCRIPTION
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	
LOT	0	0	1.000	60,000.00	\$60,000	LEG LOT 2 BLK B KNOLLWOOD 3RD ADD AMENDED PLAT PB 16 PG 62

BUILDING INFORMATION									
Bid Num	Bid Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bid Value	Est. Cost New

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>		<p>3.0 1.0 030D-000A 5.0 030D-0000 6.7 8.9 7.0 2.0 10.0 10.11 13.0 14.0 11.0 7.0 H 5.0 15.0 17.0 20.0</p>																																																									
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**SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL**

THIS instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 08-05-CEB, filed against ANTHONY ANDERSON and filed by and on behalf of Seminole County, on March 27, 2008, and recorded in Official Records Book 06963, Pages 1265 - 1266, of the Public Records of Seminole County, Florida, against the following described real property:

LEG LOT 2 BLK B KNOLLWOOD 3RD ADD AMENDED PLAT
PB 16 PG 62

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____

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

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

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Adoption of a Resolution and Authorization to Execute a Separate Subordination of County Utility Interests Agreement with the Florida Department of Transportation for Each of the Three Parcels (FDOT ~ Parcel Numbers 108.3R, 118.2R and 129.4R) Identified and Determined Necessary to Construct or Improve State Road 434

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Warren Lewis

EXT: 5658

MOTION/RECOMMENDATION:

Adopt a Resolution and authorize the Chairman to execute a separate Subordination of County Utility Interests Agreement with the Florida Department of Transportation for each of the three parcels (FDOT ~ Parcel Numbers 108.3R, 118.2R and 129.4R) identified and determined necessary to construct or improve State Road 434.

District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

The Florida Department of Transportation (FDOT) has requested that Seminole County enter into an agreement (one for each parcel identified) to subordinate the County's present utility easement rights in lands described by FDOT as Parcel Numbers 108.3R, 118.2R and 129.4R and determined necessary to construct or improve State Road 434.

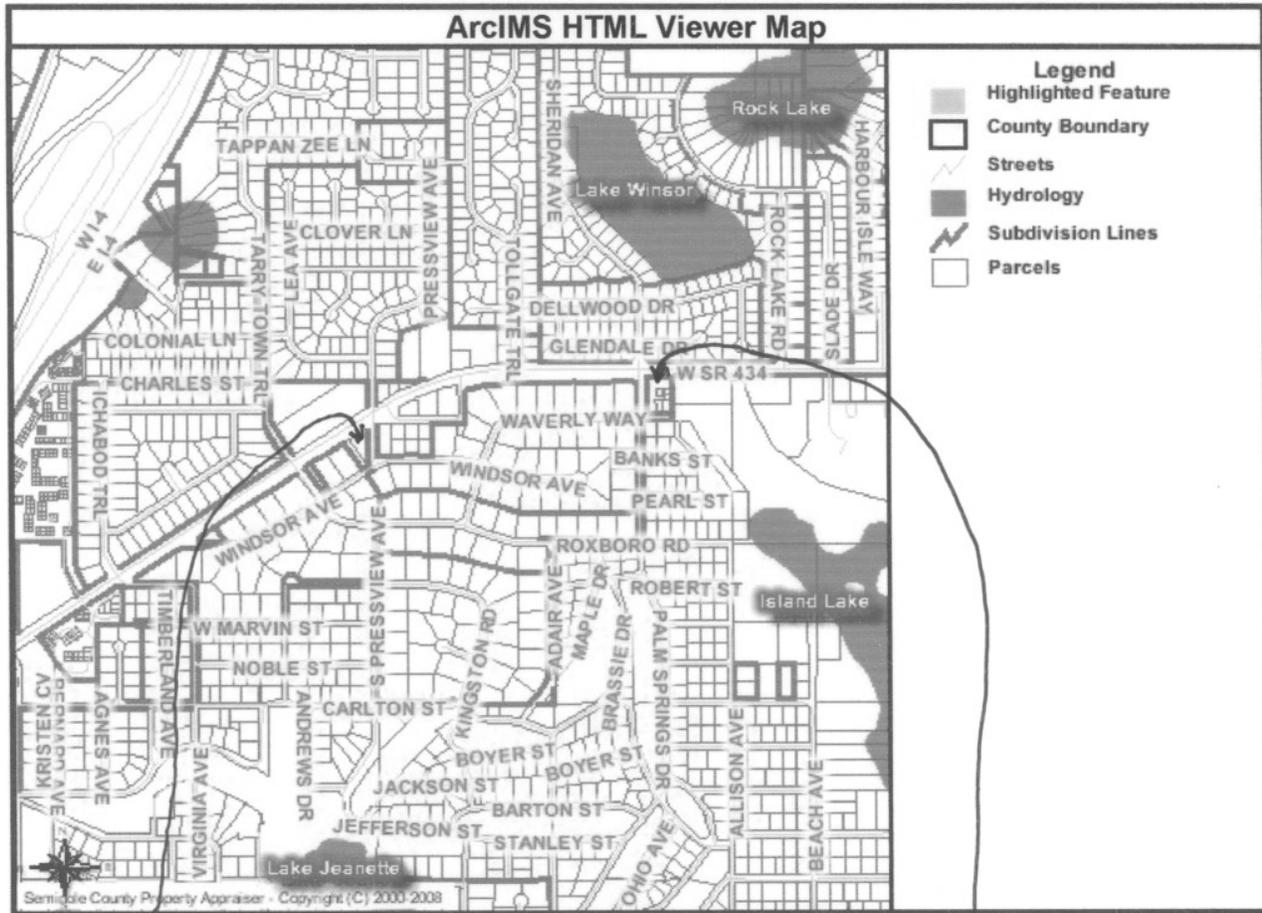
STAFF RECOMMENDATION:

Staff recommends that the Board adopt the Resolution and authorize the Chairman to execute a separate Subordination of County Utility Interests Agreement with the Florida Department of Transportation for each of the three parcels (FDOT ~ Parcel Numbers 108.3R, 118.2R and 129.4R) identified and determined necessary to construct or improve State Road 434.

ATTACHMENTS:

1. Location Map - FDOT Parcel 108.3R - Subordination State Road 434
2. Location Map - FDOT Parcels 118.2R and 129.4R - Subordination State Road 434
3. Resolution - Subordination - FDOT Parcels 108.3R; 118.2R and 129.4R - State Road 434
4. Subordination Agreement - FDOT Parcel 108.3R
5. Subordination Agreement - FDOT Parcel 118.2R
6. Subordination Agreement - FDOT Parcel 129.4R

LOCATION MAP



PARCEL 118.2R

PARCEL 129.4R

RESOLUTION NO. 2009-_____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE _____ DAY OF _____, 2009.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 434, Section No. 77120, F.P. No. 240233-3, in Seminole County, Florida; and

WHEREAS, it is necessary that certain utility interests rights now owned by Seminole County be subordinate to the rights of the State of Florida Department of Transportation; and

WHEREAS, the necessary lands are identified by the Florida Department of Transportation as Parcel Numbers 108.3R, 118.2R and 129.4R, Section No. 77120; and

WHEREAS, said use is in the best interest of the county; and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation a Subordination of County Utility Interests in favor of the State of Florida Department of Transportation, subordinating the rights that the county has in and to said lands required for transportation purposes, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the application of the State of Florida Department of Transportation for a Subordination of County Utility Interest is for transportation purposes which are in the public or community interest and for public welfare; that a Subordination of County Utility Interests in favor of the State of Florida Department of Transportation identified as Parcel Numbers 108.3R, 118.2R and 129.4R, Section No. 77120 has been drawn and executed by this Board of County Commissioners.

ADOPTED THIS _____ DAY OF _____, 2009.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

Attest:

Bob Dallari, Chairman

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

Prepared under the direction of:
Charles F. Barcus
Program Manager/Right-of-Way
September 16, 2009

23-UTL02-09/01
August 27, 2009
This instrument prepared by
LYNN W. BLAIS
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 108.3R
SECTION 77120
F.P. NO. 240233 3
STATE ROAD 434
COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 108

SECTION 77120
F.P. NO. 240233 3

A parcel of land in Crown Oak Centre, a Condominium, Phase 1 being located in the Northeast quarter of Section 2, Township 21 South, Range 29 East, Seminole County, Florida, being a portion of those certain lands as described in Official Records Book 1448, Page 15 of the Public Records of Seminole County, Florida and being more particularly described as follows:

Commence at a 4" x 4" concrete monument with disk stamped "FDOT JWG LB 1", marking the Northwest corner of the Northeast quarter of Section 2, Township 21 South, Range 29 East, Seminole County, Florida; thence South 00°04'57" East along the West line of said Northeast quarter, a distance of 2035.86 feet to a point on the existing Southeasterly right of way line of State Road 434 as shown on the Florida Department of Transportation right of way map, Section 77120, Financial Project No. 240233 3; thence departing said West line, run North 56°47'00" East along said right of way line, a distance of 21.58 feet; thence North 56°48'17" East, along said right of way line, a distance of 159.95 feet to a point on the Southwesterly line of Crown Oak Centre, a Condominium, Phase 1, as recorded in Official Records Book 1448, Page 15 of the Public Records of Seminole County, Florida for the POINT OF BEGINNING; thence continue North 56°48'17" East along said right of way line, a distance of 698.62 feet to the South right of way line of Robert Street per the plat of Sanlando Springs, Tract No. 23 as recorded in Plat Book 5, Page 46 of the Public Records of Seminole County, Florida; thence departing said Southeasterly right of way line, run North 89°49'27" East along said South right of way line, a distance of 30.74 feet; thence departing said South right of way line, run South 56°48'17" West, a distance of 724.38 feet to a point on aforesaid Southwesterly line of Crown Oak Centre; thence North 33°14'24" West along said Southwesterly line, a distance of 16.75 feet to a point on aforesaid Southeasterly right

PARCEL NO. 108.3R
SECTION 77120
F.P. NO. 240233 3
PAGE 2

of way line of State Road 434 and the POINT OF BEGINNING.

Containing 11917 square feet, more or less.

This legal description prepared under the direction of:
Russell D. Kessler, P.L.S. No. 5115
Florida Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Exclusive Access Easement	1/26/83	Crown Oak Centre Trust	County of Seminole	1448 / 1105

PROVIDED that the County has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval shall be based on the application of the minimum standards referenced above and which approval shall be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the Utility and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the Utility to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires Utility to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) shall supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

PARCEL NO. 108.3R
SECTION 77120
F.P. NO. 240233 3
PAGE 3

- 4. The Utility agrees to repair any damage caused by the Utility to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

SIGNATURE LINE
PRINT/TYPE NAME: _____

SIGNATURE LINE
PRINT/TYPE NAME: _____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By: _____
George S. Lovett, Attorney,
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Approved:

By: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by George S. Lovett, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Bob Dallari, Chairman

Date: _____

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

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

County Attorney

23-UTL02-09/01

September 15, 2009

This instrument prepared by

JULIE DIXON

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 118.2R
SECTION 77120
F.P. NO. 240233 3
STATE ROAD 434
COUNTY Seminole

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

A parcel of land in Lots 1, 2 and 3, Block H per the plat of Sanlando Springs, Tract No. 17 as recorded in Plat Book 4, Page 55 of the Public Records of Seminole County, Florida, being a portion of those certain lands as described in Official Records Book 956, Page 2 of the Public Records of Seminole County, Florida and being more particularly described as follows:

Commence at a 4" x 4" concrete monument with disk stamped "FDOT JWG LB 1", marking the Northwest corner of the Northeast quarter of Section 2, Township 21 South, Range 29 East, Seminole County, Florida; thence South 00°04'57" East along the West line of said Northeast quarter, a distance of 2035.86 feet to a point on the existing Southeasterly right of way line of State Road 434 as shown on the Florida Department of Transportation right of way map, Section 77120, Financial Project No. 240233 3; thence departing said West line, run along said right of way line the following three courses; thence North 56°47'00" East, a distance of 21.58 feet; thence North 56°48'17" East, a distance of 949.48 feet; thence North 56°46'44" East, a distance of 1973.55 feet to a point on the Southwesterly line of Lot 3, Block H per the plat of Sanlando Springs, Tract No. 17 as recorded in Plat Book 4, Page 55 of the Public Records of Seminole County, Florida for the POINT OF BEGINNING; thence continue North 56°46'44" East along said Southeasterly right of way line, a distance of 169.38 feet; thence South 55°43'20" East along said right of way line, a distance of 17.20 feet to a point on the West right of way line of Pressview Avenue per aforesaid plat of Sanlando Springs, Tract No. 17; thence departing said Southeasterly right of way line, run South 00°01'52" West along said West right of way line, a distance of 51.20 feet to the cusp of a tangent curve concave Southwesterly and having a radius of 22.00 feet; thence departing said West right of way line,

PARCEL NO. 118.2R
SECTION 77120
F.P. NO. 240233 3
PAGE 2

run Northwesterly along the arc of said curve through a central angle of 122°47'02", an arc distance of 47.15 feet to the point of tangency thereof; thence South 57°14'49" West, a distance of 129.69 feet to a point on aforesaid Southwesterly line of Lot 3; thence North 33°10'42" West along said Southwesterly line, a distance of 23.59 feet to a point on aforesaid Southeasterly right of way line of State Road 434 and the POINT OF BEGINNING.

Containing 4566 square feet, more or less.

This legal description prepared under the direction of:
William D. Donley, P.L.S.

Florida Registration No. 5381
Bowyer-Singleton & Associates, Inc.
110 West Indiana Ave., Suite 102
DeLand, Florida 32720

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Drainage easement	04/20/98	Sanlando Utilities Corp.	Seminole County	3465/11

PROVIDED that the County has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval shall be based on the application of the minimum standards referenced above and which approval shall be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the Utility and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the Utility to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires Utility to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) shall supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The Utility agrees to repair any damage caused by the Utility to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the

PARCEL NO. 118.2R
SECTION 77120
F.P. NO. 240233 3
PAGE 3

F.D.O.T. against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By: _____

SIGNATURE LINE
PRINT/TYPE NAME: _____ District Director Of

George S. Lovett, Attorney,
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____ DeLand, Florida 32720

Reviewed:

By: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by George S. Lovett, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Bob Dallari, Chairman

Date: _____

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

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

County Attorney

23-UTL02-09/01

September 15, 2009

This instrument prepared by
JULIE DIXON

Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 129.4R
SECTION 77120
F.P. NO. 240233 3
STATE ROAD 434
COUNTY Seminole

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

A parcel of land in Longwood Professional Center, a Condominium as described in Official Records Book 1811, Page 536 of the Public Records of Seminole County, Florida and being more particularly described as follows:

Commence at a nail and disk with no identification, marking the Northwest corner of Section 1, Township 21 South, Range 29 East, Seminole County, Florida; thence North 89°42'38" East along the North line of said Section 1, a distance of 2027.69 feet to a point on the existing South right of way line of State Road 434 as shown on the Florida Department of Transportation right of way map, Section 77120, Financial Project No. 240233 3 and the North line of Longwood Professional Center, A Condominium as recorded in Official Records Book 1811, Page 536 of the Public Records of Seminole County, Florida for the POINT OF BEGINNING; thence continue North 89°42'38" East, along said North lines and said South right of way line, a distance of 181.63 feet to the East line of said Longwood Professional Center; thence departing said North line and said right of way line, run South 00°01'01" East along said East line, a distance of 22.12 feet; thence South 89°42'21" West, a distance of 163.93 feet to the point of curvature of a curve concave Southeasterly and having a radius of 24.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 89°49'14", an arc distance of 37.62 feet; thence departing said curve, run South 89°53'07" West, a distance of 3.74 feet to a point on the East right of way line of Palm Springs Drive per Official Records Book 2078, Page 759 of the Public Records of Seminole County, Florida; thence North 00°06'53" West along said East right of way line, a distance of 21.50 feet to a point on aforesaid South right of way line of State Road 434; thence continue North 00°06'53"

PARCEL NO. 129.4R
SECTION 77120
F.P. NO. 240233 3
PAGE 2

West along said South right of way line, a distance of 14.55 feet; thence North 44°47'52" East along said right of way line, a distance of 14.16 feet to the POINT OF BEGINNING.

Containing 4402 square feet, more or less.

This legal description prepared under the direction of:
William D. Donley, P.L.S.

Florida Registration No. 5381
Bowyer-Singleton & Associates, Inc.
110 West Indiana Ave., Suite 102
DeLand, Florida 32720

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Sidewalk easement	10/06/06	Longwood Professional Center Condominium	Seminole County	6532/433

PROVIDED that the County has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval shall be based on the application of the minimum standards referenced above and which approval shall be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the Utility and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the Utility to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires Utility to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) shall supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The Utility agrees to repair any damage caused by the Utility to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the

PARCEL NO. 129.4R
SECTION 77120
F.P. NO. 240233 3
PAGE 3

F.D.O.T. against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By: _____

SIGNATURE LINE
PRINT/TYPE NAME: _____ District Director Of

George S. Lovett, Attorney,
Transportation Development
for District Five
719 S. Woodland Blvd.

SIGNATURE LINE
PRINT/TYPE NAME: _____ DeLand, Florida 32720

Reviewed:

By: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by George S. Lovett, District Director of Transportation Development for District Five, who is personally known to me or
who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Bob Dallari, Chairman

Date: _____

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

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

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approval to Enter into the St. Johns River Water Management District - ERP General Consent Order Number 948983 in Conjunction with the Sweetwater Creek Cove Tributary Surface Water Restoration Phase IIB Dredging Project

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Robert Walter

EXT: 5753

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the St. Johns River Water Management District (SJRWMD) - ERP General Consent Order Number 948983 negotiated in conjunction with SJRWMD Permit Number 4-117-97866-2 for the Sweetwater Creek Cove Tributary Surface Water Restoration Phase IIB Dredging Project.

District 3 Dick Van Der Weide

Jerry McCollum

BACKGROUND:

Representatives from St. Johns River Water Management District, the contractor, and Seminole County have met regarding water quality permit violations (exceeded turbidity limits) that have occurred during the dredging of Sweetwater Creek Cove. Although the contractor's work performance created the violations, the referenced permit was issued to the County. Therefore, the County must enter into this Consent Order with SJRWMD. County staff has negotiated various aspects of the violations cited within the Consent Order. The County's fines associated with this Consent Order, totaling \$8,121.82, will be deducted from the contractor's payments via a Deductive Change Order. The contractor has implemented additional turbidity controls at the project site in an attempt to prevent any future violations.

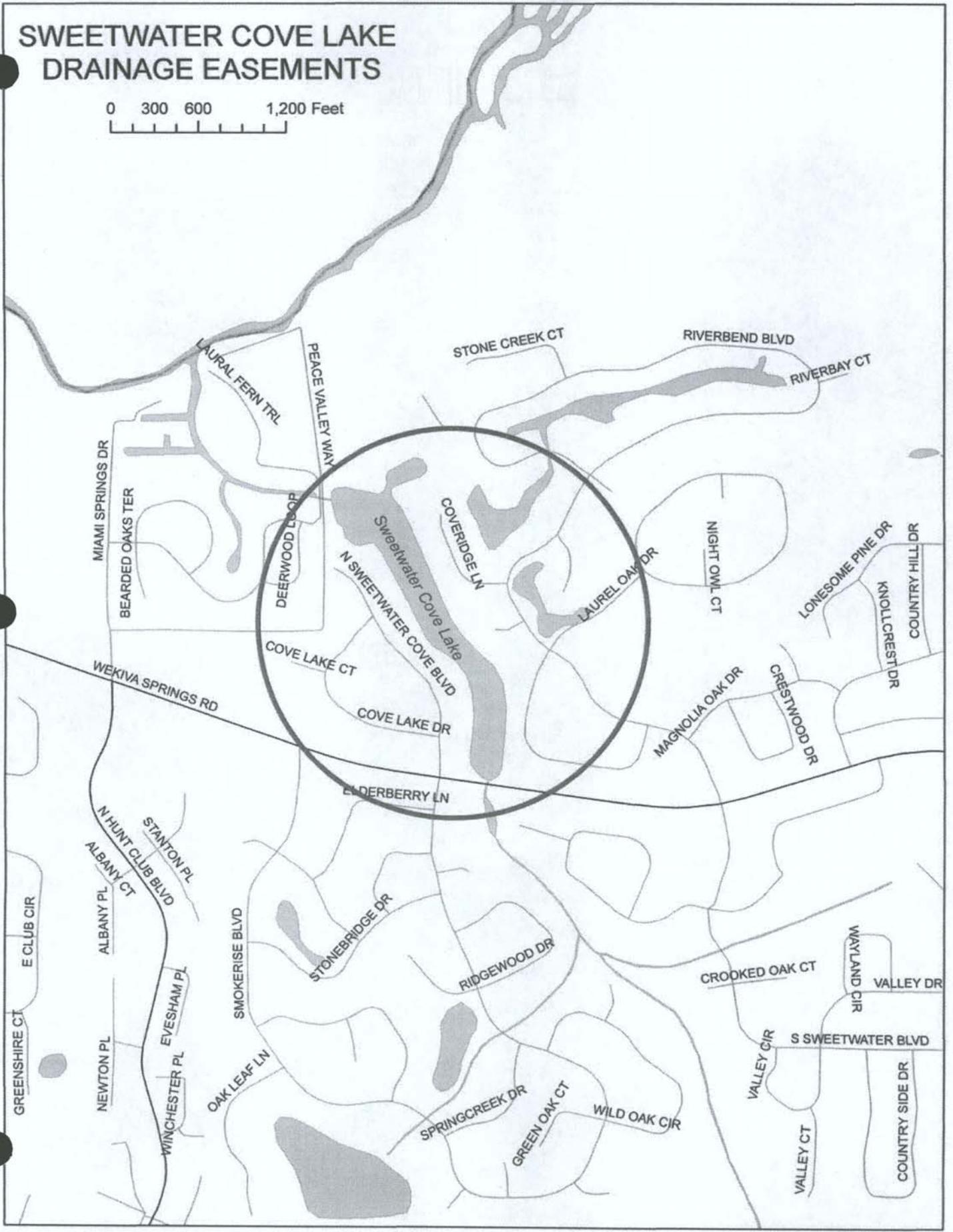
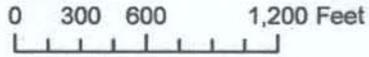
STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the St. Johns River Water Management District (SJRWMD) - ERP General Consent Order Number 948983 negotiated in conjunction with SJRWMD Permit Number 4-117-97866-2 for the Sweetwater Creek Cove Tributary Surface Water Restoration Phase IIB Dredging Project.

ATTACHMENTS:

1. Location Map - Sweetwater Creek Cove Tributary
2. SJRWMD - ERP General Consent Order No. 948983
3. SJRWMD-Permit No. 4-117-97866-2-Sweetwater Creek Cove
4. All American Concrete, Inc. - Agreement

SWEETWATER COVE LAKE DRAINAGE EASEMENTS



ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

ERP GENERAL CONSENT ORDER NUMBER 948983

IN RE: Sweetwater Creek Cove Tributary
Surface Water Restoration Phase IIB Dredging
Seminole County

F.O.R. #2009-02

This ERP General Consent Order is entered into by Seminole County ("Respondent") and the St. Johns River Water Management District ("District") to settle certain issues between them under Chapter 373, Florida Statutes (F.S.), and Chapters 40C-4, 40C-40, 40C-42 or 40C-400, Florida Administrative Code (F.A.C).

1. The St. Johns River Water Management District is a special taxing district established by Chapter 373, F.S., and charged with the duty to administer and enforce Chapter 373, F.S., and the rules promulgated thereunder, including Chapters 40C-4, 40C-40, 40C-42, and 40C-400, F.A.C.

2. Respondent owns or controls real property (the "subject property") located at Sections 29, 32; Township 20S; Range 29E in Seminole County.

3. On July 16 and 17, 2009 Respondent violated Section 373.430(1)(b) F.S., F.A.C. by: Failure to implement effective sediment controls to prevent violations of water quality standards in contravention of Permit No. 4-117-97866-2, conditions 4 and 21. The project directly discharges to an area designated as "Outstanding Florida Waterbody" (OFW). Downstream turbidity levels exceeded background sample.

4. The District has jurisdiction over this matter, Respondent, and the subject property. Sections 373.069(2)(c), 373.413, and 373.416, F.S.

5. The District is authorized under Section 373.129, F.S., to seek injunctive relief and/or a civil penalty not to exceed ten thousand dollars (\$10,000.00), per offense per day, for violations of Chapter 373, F.S., and Chapters 40C-4, 40C-40, 40C-42, or 40C-400, F.A.C.

6. Respondent agrees to pay settlement monies in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) and staff costs of Six Hundred Twenty-One Dollars and Eighty-Two Cents (\$621.82). Within ten (10) days of rendition of this General Consent Order, Respondent shall deliver to the District a cashier's check or money order made payable to the St. Johns River Water Management District, 4049 Reid Street, Palatka, FL 32177-2529, in the total amount of Eight Thousand One Hundred Twenty-One Dollars and Eighty-Two Cents (\$8,121.82). Any sums unpaid within the time frame provided herein shall bear interest at the rate of 1.5 percent per month until paid.

7. Respondent agrees to complete the following corrective actions:

- a. Implement and maintain the Secondary Erosion and Turbidity Control Implementation Plan for phase I of the project, that Respondent initiated on August 6, 2009, in accord with the terms of the plan, which is attached as Exhibit A hereto, until construction of phase I of the project is completed. Respondent shall adhere to the plan unless Respondent submits a request to change the plan to the District in writing and the change is approved in writing by the District.
- b. Within thirty (30) calendar days prior to the initiation of construction of Phases 2 and 3, Respondent shall submit to the District's Altamonte Springs Service Center a revised Erosion and Turbidity Control Implementation Plan that corresponds to the Phase 2 and Phase 3 construction areas. Should the

District note any deficiencies, the District will present the deficiencies in writing to the Respondent, the Respondent will submit a plan to the District for implementing measures that correct the deficiencies and, once accepted by the District, implement the corrective measures.

- c. No less than thirty (30) calendar days prior to commencing construction of phase 2 of the project approved by Permit No. 4-117-97866-2, Respondent shall submit to the District a written draft Secondary Erosion and Turbidity Control Implementation Plan for Phase 2. Respondent shall likewise submit a draft plan to the District prior to commencing construction of phase 3 of the project approved by Permit No. 4-117-97866-2. Respondent shall incorporate any changes to the plan suggested by the District and submit a final version of the written plan to the District prior to implementing and maintain the plan in accord with the terms of the District approved plan. The approved plan for phase 2 and phase 3 shall be signed by each party to this General Consent Order and become a part of this General Consent Order and may be enforced by the District as authorized by statute.
- d. During all day and night construction activities, which includes lake dredging and dewatering of the spoil pond, Respondent shall monitor turbidity immediately upstream of the southernmost floating turbidity barrier east of Wekiva Springs Road, immediately downstream of the northernmost floating turbidity barrier at the lake outfall to the Wekiva River, and locations indicated in Exhibit A and do so until construction of the project is completed. Samples shall be collected twice in the day and twice at night at least four hours apart during the construction activities. Sample and data collection methodology shall be in accordance with conditions 26, 27, and 28 of Permit No. 4-117-97886-2. A weekly turbidity monitoring report shall be received by the District's Altamonte Springs Service Center on each subsequent Monday.
- e. Respondent agrees to pay the District stipulated penalties in the amount of \$100.00 per day for each and every day Respondent fails to timely comply with any of the corrective actions contained within this General Consent Order. A separate stipulated penalty shall be assessed for each violation of this General Consent Order. Within thirty (30) calendar days of written demand by the District, Respondent shall make payment of the appropriate stipulated penalties to the District. Payment shall be made by a cashier's check or money order made payable to the St. Johns River Water Management District, 4049 Reid Street, Palatka, FL 32177-2529. Any sums unpaid within the time frame provided herein shall bear interest at the rate of 1.5 percent per month until paid. If the District is required to file a lawsuit to recover stipulated penalties under this paragraph, the District will not be foreclosed from seeking civil penalties for violations of this General Consent Order in an amount greater than the stipulated penalties due under this paragraph.

8. Respondent shall not undertake any further construction on the subject property except as authorized by District permit and this General Consent Order.

9. Respondent shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards, in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988).

10. The complete and timely performance of the obligation set forth herein shall be dispositive of the violations(s).

11. The District waives its rights to seek judicial imposition of civil or criminal penalties. The Respondent waives its rights, including its defenses, under section 120.69, F.S., to judicial review or an administrative hearing on the terms of this General Consent Order.

Approved as to form by Office of General Counsel
(for corrective actions only)

Date

Attorney

Respondent

Date

(Signature)

Seminole County
Board of County Commissioners

9/24/09

Date

District Staff

(Signature)

William Carlie

Service Center Director

9/25/09

Date

(Signature)

David Dewey
St. Johns River
Water Management District

Rendered this ____ day of _____, 2009.

Sandra Bertram, Acting District Clerk

Send cashier's check of money order (Do Not Send Cash) to: SJRWMD, 4049 Reid Street, Palatka, FL 32177-2529.
(NOTE: **When remitting payment, please include: ERP General Consent Order Number 948983, F.O.R. #2009-02, and return with a copy of this ERP General Consent Order.**)

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.**

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

St. Johns River Water Management District
ERP General Consent Order Number 948983
Sweetwater Creek Cove Tributary Water Restoration Phase IIB-Dredging Project



ALL AMERICAN CONCRETE, Inc.

8770 Somerset Drive • Largo, FL 33773
(727) 524-8755 • Fax (727) 524-8759
GC-CO59199 / CU-CO43117

August 3, 2009

Renee Pearson, P.E.

Senior Project Engineer - Construction Services

PBS&J

Project: Restoration & Re-Vegetation of Sweetwater Cove Tributary (Dredging)

Re: Secondary Erosion and Turbidity Control Implementation Plan

Based on the progress meeting held on 7-21-09, All American Concrete Inc. will implement the following Erosion and Turbidity Control Measures to better ensure a successful clean water return from the dredging limitations to the existing outfall leaving the site limitations, while remaining within our permit requirements.

Turbidity and Erosion Control Measures for the Spoil Site:

- We will excavate throughout the day, every day, as the material becomes available, from the North Easterly end of the spoil site.
- We will extend the discharge pipeline that carries the clean water from the spoil site back to the lake, approximately 20 feet into the lake and place it on a floating pontoon.
- We will implement the use of extra turbidity curtain around the discharge pipeline within the lake at least 30 feet beyond the discharge.
- We will add floating turbidity barrier in the spoil pit to act as a baffle allowing more residence time.

Turbidity and Erosion Control Measure within the Dredging Limitations:

- We will implement the use of another row of Turbidity barrier placed at the entrance to bird island.
- We will install one (1) row of jute mat downstream from the main outfall weir structure (Site 2) and one (1) row of jute mat downstream of the weir structure at bird island.
- We will continue with daily turbidity monitoring at the three (3) noted locations, and will also monitor at the following new locations to better monitor the site conditions:
 - 100 feet behind the dredge
 - 200 feet behind the dredge, and
 - 500 feet behind the dredge

RECEIVED

AUG 06 2009

Altamonte
Service Center

Exhibit "A"

- If the resultant turbidity at this location is 50 NTU's above the background, additional measures will be put in place to proactively contain the turbidity. These measures are activating our contingency plan noted below.
 - Installation of an additional row of jute at each of the weir locations, downstream.

These tests will be taken at 1 foot below the water surface and at mid-water depth. These tests will be performed twice daily.

Contingency Plan

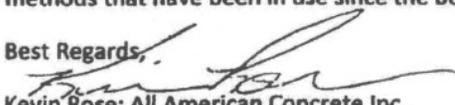
- Eight (8) floc logs (PAM) will be stored on site immediately for future use if above measures fail or turbidity levels rise.
- Additional Jute will be stored on site immediately for future use if above measures fail or turbidity levels rise.
- If above-noted measures fail or turbidity levels rise, we will:
 - Place four (4) floc logs within the pipeline at the main outfall weir structure (Site 2)
 - Place four (4) floc logs upstream of the pipes at the weir structure at bird island

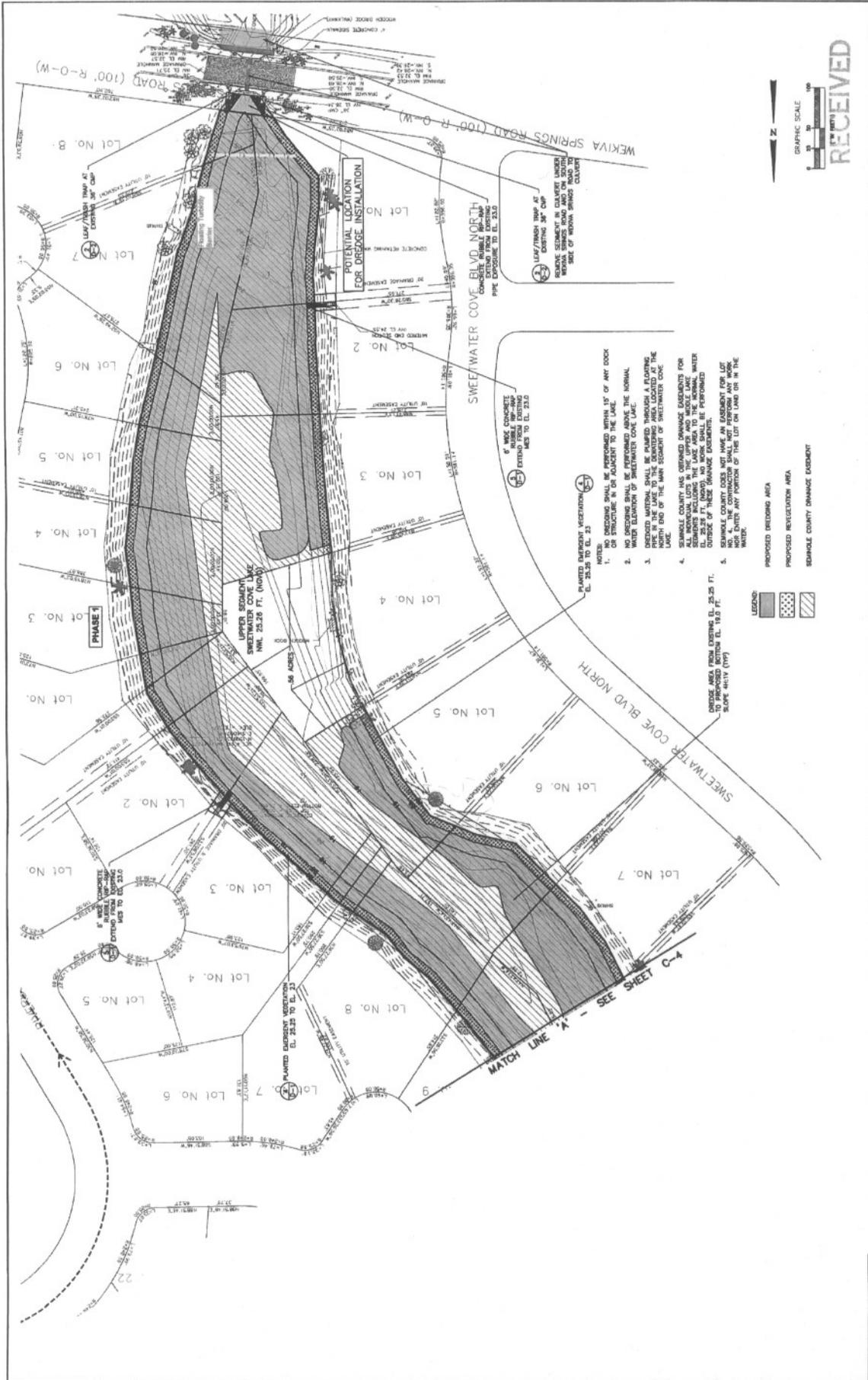
The attached plan sheets better depict the current location of these additional turbidity control measures. This plan represents how we will handle Phase 1 of the referenced project. We will submit similar plans in the future for Phases 2 and 3.

All American Concrete must implement the best methods possible to further identify the source for the rising levels. This will begin with the extra measures as listed above with the spoil site, as well as monitoring of the plume that may be created by the dredge depending on the type of material encountered in the operation.

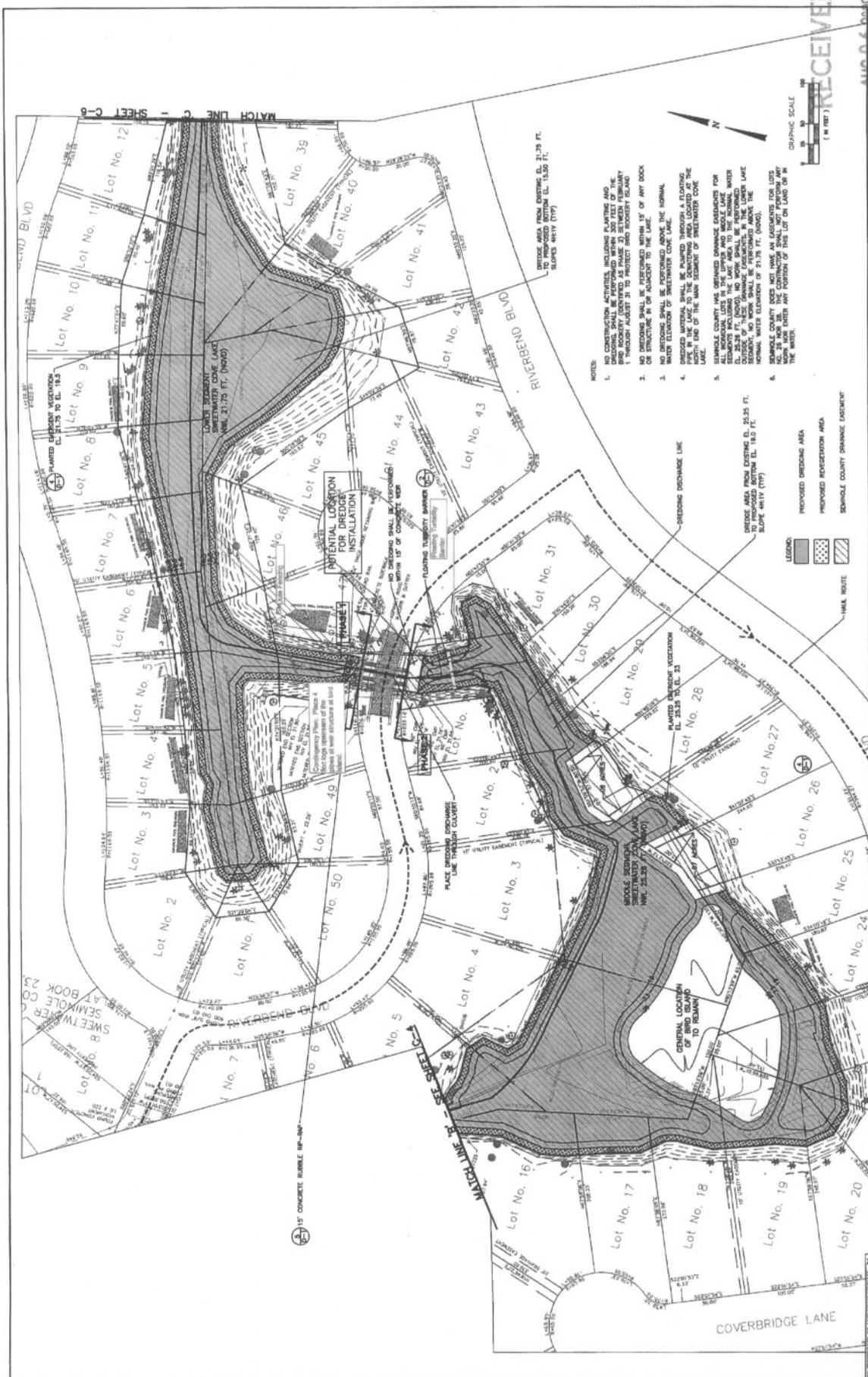
In conjunction with this plan, we will continue the daily erosion control and turbidity monitoring methods that have been in use since the beginning of the project.

Best Regards,


Kevin Rose: All American Concrete Inc,



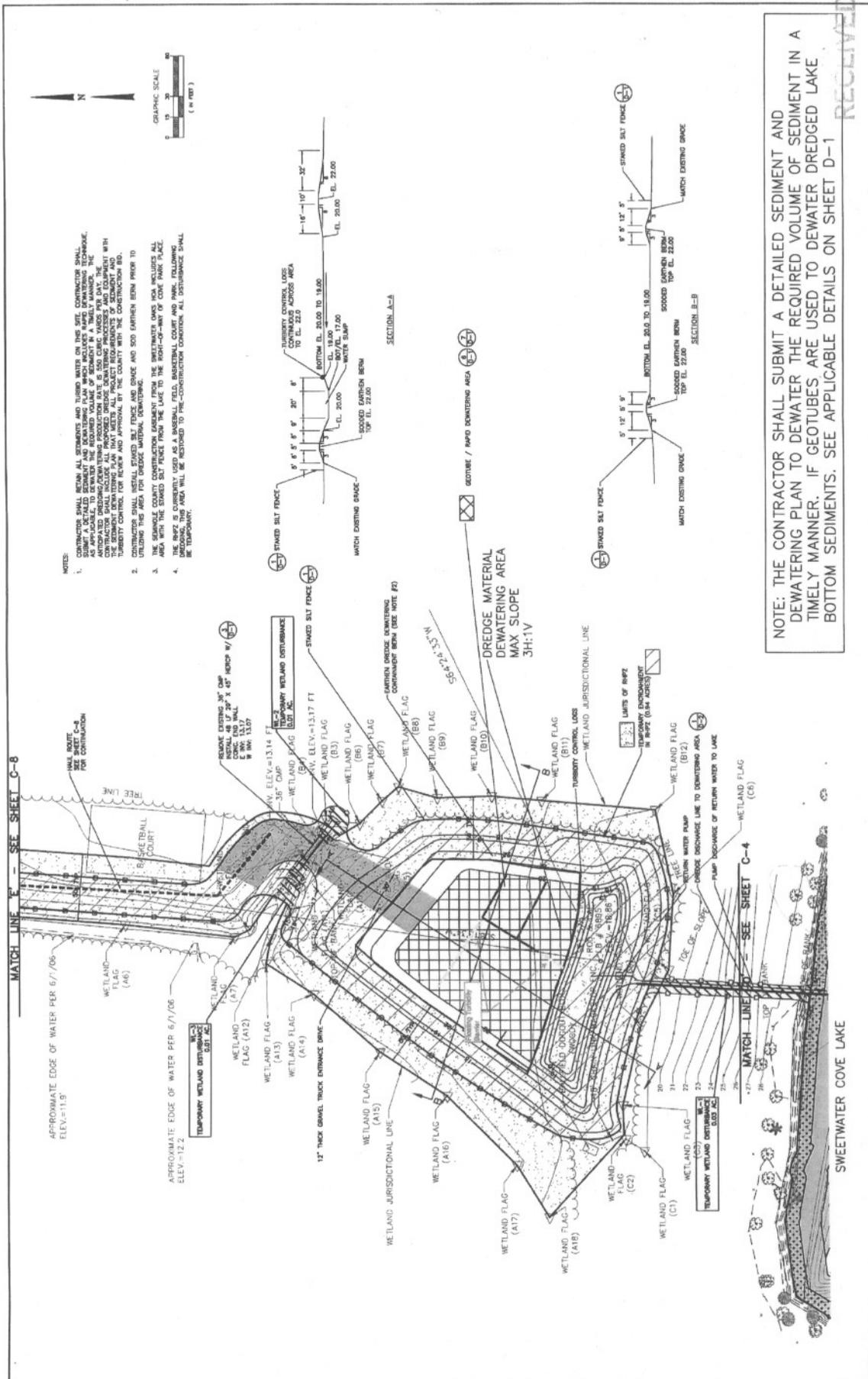
ARCHITECTURE ENGINEERING PLANNING AND SURVEYING POST, BUCKLEY, ECHLIN & JERNIGAN	CLIENT SEMINOLE COUNTY, FLORIDA	PROJECT SWEETWATER COVE TRIBUTARY SURFACE WATER RESTORATION PROJECT PHASE III EXPANSION/REVEGETATION OF SWEETWATER COVE TREATMENT POND	TASK EXPANSION/REVEGETATION PARTIAL SITE PLAN (1 OF 4)	ORIGINAL DATE 2008 1. SURVIVAL 2. LOCAL USE/PHASE 3. LOCAL USE, DEC. 2008 4. LOCAL USE, DEC. 2008 5. LOCAL USE, DEC. 2008 6. LOCAL USE, DEC. 2008 7. LOCAL USE, DEC. 2008 8. LOCAL USE, DEC. 2008 9. LOCAL USE, DEC. 2008 10. LOCAL USE, DEC. 2008 11. LOCAL USE, DEC. 2008 12. LOCAL USE, DEC. 2008 13. LOCAL USE, DEC. 2008 14. LOCAL USE, DEC. 2008 15. LOCAL USE, DEC. 2008 16. LOCAL USE, DEC. 2008 17. LOCAL USE, DEC. 2008 18. LOCAL USE, DEC. 2008 19. LOCAL USE, DEC. 2008 20. LOCAL USE, DEC. 2008 21. LOCAL USE, DEC. 2008 22. LOCAL USE, DEC. 2008 23. LOCAL USE, DEC. 2008 24. LOCAL USE, DEC. 2008 25. LOCAL USE, DEC. 2008 26. LOCAL USE, DEC. 2008 27. LOCAL USE, DEC. 2008 28. LOCAL USE, DEC. 2008 29. LOCAL USE, DEC. 2008 30. LOCAL USE, DEC. 2008 31. LOCAL USE, DEC. 2008 32. LOCAL USE, DEC. 2008 33. LOCAL USE, DEC. 2008 34. LOCAL USE, DEC. 2008 35. LOCAL USE, DEC. 2008 36. LOCAL USE, DEC. 2008 37. LOCAL USE, DEC. 2008 38. LOCAL USE, DEC. 2008 39. LOCAL USE, DEC. 2008 40. LOCAL USE, DEC. 2008 41. LOCAL USE, DEC. 2008 42. LOCAL USE, DEC. 2008 43. LOCAL USE, DEC. 2008 44. LOCAL USE, DEC. 2008 45. LOCAL USE, DEC. 2008 46. LOCAL USE, DEC. 2008 47. LOCAL USE, DEC. 2008 48. LOCAL USE, DEC. 2008 49. LOCAL USE, DEC. 2008 50. LOCAL USE, DEC. 2008 51. LOCAL USE, DEC. 2008 52. LOCAL USE, DEC. 2008 53. LOCAL USE, DEC. 2008 54. LOCAL USE, DEC. 2008 55. LOCAL USE, DEC. 2008 56. LOCAL USE, DEC. 2008 57. LOCAL USE, DEC. 2008 58. LOCAL USE, DEC. 2008 59. LOCAL USE, DEC. 2008 60. LOCAL USE, DEC. 2008 61. LOCAL USE, DEC. 2008 62. LOCAL USE, DEC. 2008 63. LOCAL USE, DEC. 2008 64. LOCAL USE, DEC. 2008 65. LOCAL USE, DEC. 2008 66. LOCAL USE, DEC. 2008 67. LOCAL USE, DEC. 2008 68. LOCAL USE, DEC. 2008 69. LOCAL USE, DEC. 2008 70. LOCAL USE, DEC. 2008 71. LOCAL USE, DEC. 2008 72. LOCAL USE, DEC. 2008 73. LOCAL USE, DEC. 2008 74. LOCAL USE, DEC. 2008 75. LOCAL USE, DEC. 2008 76. LOCAL USE, DEC. 2008 77. LOCAL USE, DEC. 2008 78. LOCAL USE, DEC. 2008 79. LOCAL USE, DEC. 2008 80. LOCAL USE, DEC. 2008 81. LOCAL USE, DEC. 2008 82. LOCAL USE, DEC. 2008 83. LOCAL USE, DEC. 2008 84. LOCAL USE, DEC. 2008 85. LOCAL USE, DEC. 2008 86. LOCAL USE, DEC. 2008 87. LOCAL USE, DEC. 2008 88. LOCAL USE, DEC. 2008 89. LOCAL USE, DEC. 2008 90. LOCAL USE, DEC. 2008 91. LOCAL USE, DEC. 2008 92. LOCAL USE, DEC. 2008 93. LOCAL USE, DEC. 2008 94. LOCAL USE, DEC. 2008 95. LOCAL USE, DEC. 2008 96. LOCAL USE, DEC. 2008 97. LOCAL USE, DEC. 2008 98. LOCAL USE, DEC. 2008 99. LOCAL USE, DEC. 2008 100. LOCAL USE, DEC. 2008	SHEET C-3
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- NOTES:
- NO CONSTRUCTION ACTIVITIES, INCLUDING PLANTING AND DREDGING, SHALL BE PERFORMED WITHIN 15' OF ANY DOCK OR STRUCTURE (IDENTIFIED AS PHASE 2) BETWEEN FEBRUARY 1 THROUGH AUGUST 31 TO PROTECT BRD SOCIETY ISLAND.
 - NO DREDGING SHALL BE PERFORMED WITHIN 15' OF ANY DOCK OR STRUCTURE (IDENTIFIED AS PHASE 2) BETWEEN FEBRUARY 1 THROUGH AUGUST 31 TO PROTECT BRD SOCIETY ISLAND.
 - DREDGED MATERIAL SHALL BE PLACED THROUGH A FLOATING DREDGE WITHIN THE DRAINAGE EXCHANGE LINE AT THE END OF THE MAIN DRAINAGE TO RIVER.
 - DREDGED MATERIAL SHALL BE DEPOSITED ABOVE THE NORMAL WATER ELEVATION OF SWEETWATER COVE LAKE.
 - SEMINOLE COUNTY HAS OBTAINED DRAINAGE EASEMENTS FOR SWEETWATER COVE LAKE AND THE ADJACENT WATERSHEDS INCLUDING THE LAKE AREA TO THE NORMAL WATER ELEVATION OF 21.75 FT. (NOVD). NO WORK SHALL BE PERFORMED ABOVE THE NORMAL WATER ELEVATION OF 21.75 FT. (NOVD).
 - NO. 28 AND 30 ARE THE CONTIGUOUS LOTS FOR LOTS NO. 28 AND 30. THE CONTRACTOR SHALL NOT PERFORM ANY WORK WITHIN ANY PORTION OF THIS LOT ON LAND OR IN THE WATER.

RECEIVED
AUG 06 2008

ARCHITECTURE ENGINEERING PLANNING AND ENVIRONMENTAL DESIGN POST, BUCKLEY, SCULLY & JERTINGAN	CLINITY	PROJECT: SWEETWATER COVE TRIBUTARY SURFACE WATER RESTORATION PROJECT PHASE III EXPANSION/REVEGETATION OF SWEETWATER COVE TREATMENT POND	TASK	EXPANSION / REVEGETATION PARTIAL SITE PLAN (3 OF 4)	APPROVED: [Signature]	DATE: [Date]	SHEET C-8
SEMINOLE COUNTY, FLORIDA		PROJECT: SWEETWATER COVE TRIBUTARY SURFACE WATER RESTORATION PROJECT PHASE III EXPANSION/REVEGETATION OF SWEETWATER COVE TREATMENT POND		APPROVED: [Signature]		DATE: [Date]	
SEMINOLE COUNTY, FLORIDA		PROJECT: SWEETWATER COVE TRIBUTARY SURFACE WATER RESTORATION PROJECT PHASE III EXPANSION/REVEGETATION OF SWEETWATER COVE TREATMENT POND		APPROVED: [Signature]		DATE: [Date]	
SEMINOLE COUNTY, FLORIDA		PROJECT: SWEETWATER COVE TRIBUTARY SURFACE WATER RESTORATION PROJECT PHASE III EXPANSION/REVEGETATION OF SWEETWATER COVE TREATMENT POND		APPROVED: [Signature]		DATE: [Date]	



- NOTES:**
- CONTRACTOR SHALL RETAIN ALL SEDIMENTS AND TURBID WATER ON THE SITE. CONTRACTOR SHALL... (text partially obscured)
 - THE SCHEDULE COUNTY CONSTRUCTION PERMIT FROM THE SWEETWATER COVE WSA INCLUDES ALL... (text partially obscured)
 - THE RFPZ IS CURRENTLY USED AS A BASEBALL FIELD, BASKETBALL COURT AND PARK. FOLLOWING... (text partially obscured)
 - THE RFPZ AREA WILL BE RESTORED TO PRE-CONSTRUCTION CONDITION. ALL DISTURBANCE SHALL... (text partially obscured)

NOTE: THE CONTRACTOR SHALL SUBMIT A DETAILED SEDIMENT AND DEWATERING PLAN TO DEWATER THE REQUIRED VOLUME OF SEDIMENT IN A TIMELY MANNER. IF GEOTUBES ARE USED TO DEWATER DREDGED LAKE BOTTOM SEDIMENTS, SEE APPLICABLE DETAILS ON SHEET D-1

PBS POST, BUCKLEY, SCHULZ & FERNSTADT ARCHITECTURE ENGINEERING PLANNING AND ENVIRONMENTAL CONSULTANTS 1000 N. W. 10th St. Fort Lauderdale, FL 33304 TEL: 954.575.1100 FAX: 954.575.1101 WWW.PBS-INC.COM	PROJECT: SWEETWATER COVE TRIBUTARY SURFACE WATER RESTORATION PROJECT PHASE IIB EXPANSION/REVEGETATION OF SWEETWATER COVE TREATMENT POND	TANK DEWATERING AREA PARTIAL SITE PLAN (1 OF 2)	ORIGINAL DATE: 2002 1. 5.8.02 2. 5.8.02 3. 10.08.02 4. 10.08.02 5. 10.08.02 6. 10.08.02	JOB NO. 02010 SHEET NO. 07 TOTAL SHEETS 07
	SEMINOLE COUNTY, FLORIDA	DEWATERING AREA PARTIAL SITE PLAN (1 OF 2)	SHEET 07 TOTAL SHEETS 07	RECEIVED

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. 4-117-97866-2

DATE ISSUED: November 13, 2007

PROJECT NAME: Sweetwater Creek Cove Tributary Surface Water Restoration Phase IIB
Dredging

A PERMIT AUTHORIZING:

Removal of accumulated and organic sediment within Sweetwater Cove Lake as part of the Sweetwater Cove Lake Tributary Surface Water Restoration Project. This permit also authorizes work in, on or over 17.00 acres of wetland and surface waters and work within 0.94 acres of upland portions of the Wekiva River Riparian Habitat Protection Zone (RHPZ).

LOCATION:

Section(s): 29, 32 Township(s): 20S Range(s): 29E

Seminole County

ISSUED TO:

Seminole County
520 W Lake Mary Blvd Ste 200
Sanford, FL 32773

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

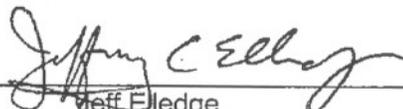
See conditions on attached "Exhibit A", dated November 13, 2007

AUTHORIZED BY: St. Johns River Water Management District

Department of Water Resources

Governing Board

By: _____


Jeff Elledge
(Director)

By: _____


Kirby B. Green III
(Assistant Secretary)

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 4-117-97866-2
SEMINOLE COUNTY
DATED NOVEMBER 13, 2007

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior

to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed from shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:
 1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
 2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
 3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
 4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
 5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
 6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.

22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
23. The proposed surface water management system shall be constructed as per plans received by the District on October 1, 2007.
24. No work within 300 feet of the bird rookery is to occur during February 1-August 31 of each year until the expiration date specified in the conditions, as detailed within notes 22-24 on sheet G-1 of the plans received by the District on October 1, 2007.
25. This project authorizes 17.05 acres of direct impacts to surface waters and 0.94-acres of temporary impacts to the upland portions of the Wekiva River Riparian Habitat Protection Zone.
26. During the construction phase, the permittee shall maintain the following local:
11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.
12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.
12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
23. The proposed surface water management system shall be constructed as per plans received by the District on October 1, 2007.
24. No work within 300 feet of the bird rookery is to occur during February 1-August 31 of each year until the expiration date specified in the conditions, as detailed within notes 22-24 on sheet G-1 of the plans received by the District on October 1, 2007.
25. This project authorizes 17.05 acres of direct impacts to surface waters and 0.94-acres of temporary impacts to the upland portions of the Wekiva River Riparian Habitat Protection Zone.
26. During the dredging at any segment of the lake, the Permittee must monitor turbidity at the following locations:
 - immediately upstream of the dredging area, upstream of the southernmost turbidity control measure (background);
 - immediately downstream of the northernmost turbidity control measure; and
 - immediately upstream of the outfall structure within Sweetwater Cove Lake into the Wekiva River.

The background sample must not be taken within any visible plume. Samples must be collected two times daily with a morning and afternoon sample at least four hours apart during the dredging activities.

Before removal of the turbidity control measures, the turbidity levels within the area surrounded by the turbidity control measures must be sampled to ensure no release of turbid water once the turbidity control measures are removed. The turbidity control measures may not be removed until the sample data indicates levels that do not exceed the State Water Quality Standards. This sample data must be included within the weekly turbidity data report.

27. If at any time the downstream turbidity level exceeds the State Water Quality Standards, then all measures required to reduce the turbidity including stopping all dredging activities, shall be taken. The dredging activities must not resume until the turbidity has returned to acceptable levels. Any such violation must be reported immediately to the District's Altamonte Springs Service Center.
28. All turbidity data must be submitted to the District's Altamonte Springs Service Center weekly. The data must contain the following information:
 - permit number;
 - date and time of sampling and analysis;
 - statement describing collection, handling, storage, and analysis methods;
 - a map indicating the location of the samples taken;
 - depth of sample;
 - antecedent weather conditions; and,
 - flow direction.
29. The Permittee must submit a final erosion, sediment and turbidity control measure plan to the District's Altamonte Springs Service Center for staff review and approval at least 30 days prior to the commencement of any work for the proposed dredging of the Sweetwater Cove Lake.

DN# 22952

CONSTRUCTION SERVICES AGREEMENT
SWEETWATER COVE TRIBUTARY SURFACEWATER RESTORATION PROJECT PHASE III B
EXPANSION/REVEGETATION OF SWEETWATER COVE TREATMENT POND
(CC-3464-08/VFT)

THIS AGREEMENT is dated as of the 12 day of March 2009,
by and between ALL AMERICAN CONCRETE, INC., duly authorized to conduct
business in the State of Florida, whose address is 8770 Somerset
Drive, Largo, Florida 33773, 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 and the solicitation package and all addenda thereto. The
Work is generally described as Sweetwater Cove Tributary Surface Water
Restoration Project Phase IIIB - Expansion/Revegetation of Sweetwater
Cove Treatment Pond.

The Project for which the Work under the Contract Documents is a
part is generally described as Sweetwater Cove Tributary Surface Water
Restoration Project Phase IIIB - Expansion/Revegetation of Sweetwater
Cove Treatment Pond.

SECTION 2. ENGINEER.

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

32810.

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

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within two hundred ten (210) 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 ONE MILLION SEVEN HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$1,728,827.00) 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 Kevin Rose, 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 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 A;
- (3) Trench Safety Act, attached hereto as Exhibit B; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit C;

(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, ONE THOUSAND FOUR HUNDRED TWENTY-THREE AND NO/100 (\$1,423.00) 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
500 W. Lake Mary Blvd, Suite 200
Sanford, FL 32773

For CONTRACTOR:

All American Concrete, Inc.
8770 Somerset Drive
Largo, FL 33773

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 4.10(F).)

(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.

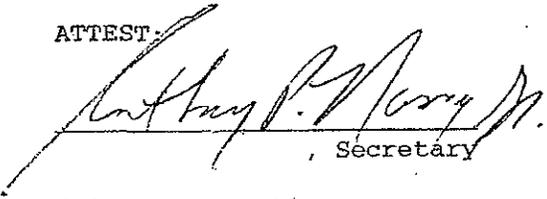
(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of 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.

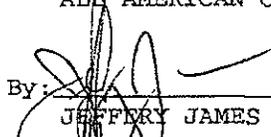
IN WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:


Secretary

(CORPORATE SEAL)

ALL AMERICAN CONCRETE, INC.

By: 
JEFFERY JAMES NASSE, President

Date: JANUARY 28, 2009

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

3x [Signature]
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: [Signature]
BOB DALLARI, Chairman

Date: 3-12-09

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

[Signature]
County Attorney
AEC/lpk
1/6/08
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\CC-3464.doc

Attachments:

- Exhibit A - Bid Form
- Exhibit B - Trench Safety Act
- Exhibit C - American with Disabilities Act Affidavit

"EXHIBIT A"

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Expansion & Revegetation of the Sweetwater Cove Treatment Pond
COUNTY CONTRACT NO. CC-3464-08/VFT

Name of Bidder: ALL AMERICAN CONCRETE, INC

Mailing Address: 8770 SOMERSET DRIVE

Street Address: " " " "

City/State/Zip: LARGO, FLORIDA 33773

Phone Number: (727) 524-8755

FAX Number: (727) 524-8759

Contractor License Number: CGC059199

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 the 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 BASE BID: \$ 1,728,827.00
Numbers

One million, seven hundred twenty eight thousand
eight hundred twenty seven and 00/100
(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid above includes the sum of \$250 or 1% of the Bid, whichever is greater, as 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 execution of the required services.

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

Section 00100 - Bid Forms, including alternates and addendum, if any, & W-9 Form.
Section 00110 - Trench Safety Act Form
Section 00120 - Bidder Information Forms
Section 00200 - Non-Collusion Affidavit of Bidder
Section 00300 - Certification of Nonsegregated Facilities Form
Section 00310 - Americans with Disabilities Act Form
Section 00320 - Drug-Free Workplace Form
Section 00330 - Public Entity Crimes Form
Section 00340 - Compliance with Public Records Law
Bid Bond / Bid Security
References

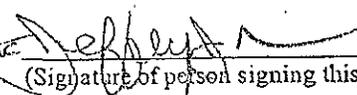
BID FORM
06/08

00100-2
CC-3464-08

Expansion & Revegetation of the Sweetwater Cove Treatment Pond

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 10th day of SEPTEMBER, 2008.

ALL AMERICAN CONCRETE, INC.
(Name of BIDDER)


(Signature of person signing this BID FORM)

JEFFREY NASSE
(Printed name of person signing this BID FORM)

PRESIDENT
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS BIDDERS 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 the 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

BID FORM
06/08

00100-4
CC-3464-08

Expansion & Revegetation of the Sweetwater Cove Treatment Pond

SWEETWATER COVE TRIBUTARY SURFACE WATER RESTORATION PROJECT
 PHASE III B - DREDGING OF SWEETWATER COVE LAKE
 BID SCHEDULE

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1	Mobilization, Bonds, Insurance, etc.	1	LS	312,959.00	312,959.00
2	Preparation of Dewatering Area	1	LS	288,224.00	288,224.00
3	Erosion and Turbidity Control	1	LS	304,745.00	304,745.00
4	Dredging/Dewatering/Removal	73,000	CY	9.57	698,610.00
5	Leaf/Trash Trap	2	EA	9144.00	18,288.00
6	Concrete Rubble Rip-Rap	60	CY	162.00	9720.00
7	29x45-Inch HERCP	48	LF	190.00	9120.00
8	29x45-Inch HERCP Headwall	2	EA	2845.00	5690.00
9	Lake Plantings	5	AC	4440.00	22200.00
10	Dewatering Area Restoration	1	LS	38459.00	38,459.00
11	Demobilization	1	LS	15,817.00	15,817.00
12	Plant Maintenance 1 Year	1	LS	4,995.00	4,995.00
				TOTAL:	1,728,827.00

"EXHIBIT B"

TRENCH SAFETY ACT SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

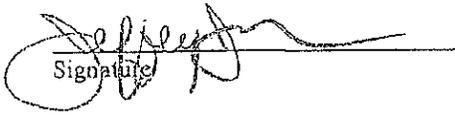
In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs are not a separate pay item. The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply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

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
29 x 45	LF	50	1.00	50.00
Slope repair	SF	200,000	.01	2,000.00

TOTAL \$ 2,050.00

JEFF NASSE
Printed Name

All AMERICAN CONCRETE, INC
Bidder Name


Signature

SEPT 10, 2008
Date

FRONT PAGE

Attached to and part of Bond No. 105215482

In Compliance with Florida Statute Chapter 255.05 (1)(a), Public Work.

All other Bond Page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

Contractor Name: All American Concrete, Inc.

Contractor Address: 8770 Somerset Drive; Largo, Florida 33773

Contractor Phone No.: 727-524-8755

Surety Company: Travelers Casualty and Surety Company of America

Surety Address: c/o Wells Fargo Insurance Services; 311 Park Place Blvd. Suite 400; Clearwater, FL. 33759

Surety Phone No.: 727-791-5492

Owner Name: Seminole County

Owner Address: 1101 East First Street; Sanford, Florida 32771

Owner Phone No.: (407) 665-7116

Obligee Name: See Owner Information Above
(If contracting entity is different
from the owner, the contracting public
entity)

Obligee Address: See Owner Information Above

Obligee Phone No.: See Owner Information Above

Bond Amount: One million, seven hundred and twenty-eight thousand, eight hundred and twenty-seven dollars (\$1,728,827.00)

Contract No. (if applicable) CC-3464-08/VFT

Description of Work: Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB -
Expansion / Revegetation of Sweetwater Cove Treatment Pond (Contract # CC-3464-08/VFT)

Project Location: Sweetwater Cove Treatment Pond (Seminole County, FL.).

Legal Description: Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB -
Expansion / Revegetation of Sweetwater Cove Treatment Pond (Contract # CC-3464-08/VFT)

Bond # 105215482

PERFORMANCE BOND
(100% of Contract Price)
Seminole County Contract No. CC-3464-08/VFT

KNOW ALL MEN BY THESE PRESENTS that:

All American Concrete, Inc.

(Name of CONTRACTOR)

8770 Somerset Drive; Largo, Florida 33773

(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: (727) 524-8755

a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal, and Traveler Casualty and Surety Company of America
(Name of Surety)

c/o Wells Fargo Insurance Services: 311 Park Place Blvd., 4th Floor; Clearwater, FL.

(Address of Surety)

33759

Surety's Telephone Number: (727) 791-5492 Bond Dept.

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida, 32771, hereinafter called COUNTY, in the sum of One million, seven hundred and twenty eight thousand, eight hundred and twenty-seven dollars and no cents-- DOLLARS (\$1,728,827.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the _____ day of _____, 20____, *** a copy of which is hereto attached and made a part hereof for the construction of: CC-3464-08/VFT - Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB - Expansion/Revegetation of Sweetwater Cove Treatment Pond. ***Award Letter Dated January 28, 2009

Legal Description of Property:

Section 25,26,35, Township 23S, Range 37E

Bond # 105215482

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for CC-3464-08/VFT - Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB - Expansion/Revegetation of Sweetwater Cove Treatment Pond.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited, to the guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement; and

2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs, and attorneys fees, including costs and attorneys fees on appeal that COUNTY sustains resulting from any breach or default by Principal under the Agreement

then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above-referenced Agreement and the Contract Documents of which the Agreement is a part except that the coverage of the Performance Bond is limited to 100 percent of the Contract Price.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to COUNTY for all such direct loss or damage (including reasonable attorneys fees and costs and attorneys fees and costs on appeal) resulting from any failure to perform, up to 100 percent of the Contract Price and for Indirect damages as determined by COUNTY up to an additional twenty percent (20%) over the adjusted Contract Price.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold COUNTY harmless from any and all loss, damage, cost, and expense, including reasonable attorneys fees and costs for all trial and

appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder up to 100 percent of the Contract Price.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents; and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principals' Work and be the completing Surety even if performance of the Principal's Work exceeds the adjusted Principals' Contract Price; or (ii) re-bid and re-let the Principals' Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, however, such obligation shall only arise upon a declaration of default of the Principal and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without Surety's knowledge or consent; and (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same maybe amended, or any similar state or federal law, or any limitations of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. However, in the event Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents are executed exceeding 110 percent of the contract price, the Surety shall be notified by COUNTY of such increased by COUNTY, and the Principal shall be required to increase the sum of the Bond to be commensurate with the increased Contract Price.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

Bond # 105215482

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

(End of Document - Signature Pages Follow)

Bond # 105215482

IN WITNESS WHEREOF, this instrument is executed this 6th day
of February, 2009.

ATTEST:

PRINCIPAL/CONTRACTOR
All American Concrete, Inc.

By: [Signature]
(Secretary)

By: [Signature]
(Officer)

Name: ANTHONY NASSE JR
(Typed or Printed)

Name: JEFFERY NASSE
(Typed or Printed)

Title: PRESIDENT

Address: 8770 Somerset Drive

City, ST ZIP: Largo, Florida 33773

[Signature]
Witness

KEVIN ROSE
Print Name

[Signature]
Witness

SHERRY O'DELL
Print Name

(Surety Signature Page Follows)

ATTEST:

SURETY

Travelers Casualty and Surety Company of America

By: [Signature]
~~XXXXXXXXXX~~ As-to-Surety
Name: Kathy Burer
(Typed or Printed)

By: [Signature]
~~XXXXXXXXXX~~ Attorney-in-Fact
Name: John F. Palmer
(Typed or Printed)

Title: Attorney-in-Fact
c/o Wells Fargo Insurance Services
Address: 311 Park Place Blvd., 4th Floor
City, ST ZIP: Clearwater, FL. 33759

[Signature]
Witness
Frank Ruckle
Print Name
Dana Wieland
Witness
Dana Wieland
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. Agents of Surety companies must list their name, address, and telephone number on all Bonds.

Bond # 105215482

PAYMENT BOND
(100% OF Contract Price)
Seminole County Contract No. CC-3464-08/VFT

KNOW ALL MEN BY THESE PRESENTS that:

All American Concrete, Inc.

(Name of CONTRACTOR)

8770 Somerset Drive; Largo, Florida 33773

(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: (727) 524-8755

a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America
(Name of Surety)
c/o Wells Fargo Insurance Services; 311 Park Place Blvd., 4th Floor; Clearwater, FL.
33759

(Address of Surety)

Surety's Telephone Number: (727) 791-5492 Bond Dept.

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of ~~eight hundred and twenty-seven thousand, one million, seven hundred and twenty-eight thousand,~~ DOLLARS (\$1,728,827.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the _____ day of _____, 20____, *** a copy of which is hereto attached and made a part hereof for the construction of: CC-3464-08/VFT - Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB - Expansion/Revegetation of Sweetwater Cove Treatment Pond.

***Award Letter Dated January 28, 2009

Legal Description of Property:

Section 25,26,35, Township 23S, Range 37E

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals

necessary for CC-3464-08/VFT - Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB - Expansion/Revegetation of Sweetwater Cove Treatment Pond.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as same may be amended.
2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.
3. This Bond is conditioned that CONTRACTOR shall promptly make payments to all persons defined in Section 713.05, Florida Statutes, whose claims derive from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish CONTRACTOR with a notice that (s)he may look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his/her labor, materials, supplies, or rental equipment within ninety (90) days after final furnishing of the labor, services, materials, or equipment by claimant, deliver to CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety on the bond after one(1) year from the performance of the labor or completion of the delivery of the materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Bond shall increase or decrease in accordance with the Change Orders

(unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. The Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes, and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this 6th day of February, 2009.

ATTEST:

PRINCIPAL/CONTRACTOR

All American Concrete, Inc.

By: [Signature]
(Secretary)

By: [Signature]
(Officer)

Name: ANTHONY NASSE
(Typed or Printed)

Name: JERRY NASSE
(Typed or Printed)

Title: PRESIDENT

Address: 8770 Somerset Drive

City, ST ZIP: Largo, Florida 33773

[Signature]
Witness

KEVIN ROSE
Print Name

[Signature]
Witness

SHERRY O'DELL
Print Name

(Surety Signature Page Follows)

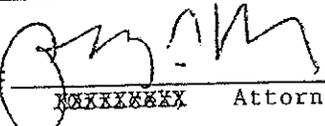
ATTEST:

SURETY

Travelers Casualty and Surety Company of America

By: 
~~XXXXXXXXXX~~ As-to-Surety

Name: Kathy Burer
(Typed or Printed)

By: 
~~XXXXXXXXXX~~ Attorney-in-Fact

Name: John F. Palmer
(Typed or Printed)

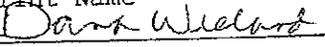
Title: Attorney-in-Fact

Address: c/o Wells Fargo Insurance Services
311 Park Place Blvd., 4th Floor

City, ST ZIP: Clearwater, Florida 33759


Witness

Frank Ruckle
Print Name


Witness

Dana Wieland
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. Agents of Surety companies must list their name, address, and telephone number on all Bonds.



POWER OF ATTORNEY

Bond # 105215482

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218748

Certificate No. 001681896

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John F. Palmer, Craig W. Fenton, Maril B. Jacobs, Tamara Sue Davis, and Samantha Dent

of the City of Clearwater, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of June, 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 8th day of June, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

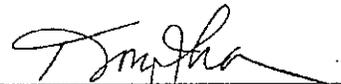
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of February, 2009.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fleck, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com

November 13, 2007

Seminole County
520 W. Lake Mary Blvd Ste 200
Sanford, FL 32773

SUBJECT: Permit Number 4-117-97866-2
Sweetwater Creek Cove Tributary Surface Water Restoration Phase IIB
Dredging

Dear Sir/Madam:

Enclosed is your permit as authorized by the Governing Board of the St. Johns River Water Management District on November 13, 2007.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

In the event you sell your property, the permit can be transferred to the new owner, if we are notified by you within thirty days of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

Thank you for your cooperation and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

Gloria Lewis, Director
Division of Regulatory Information Management

Enclosures: Permit with EN Form(s), if applicable

cc: District Permit File
Agent: Post Buckley Schuh & Jernigan Inc
3230 Commerce Place Ste A
West Palm Beach, FL 33407

GOVERNING BOARD

David G. Graham, CHAIRMAN JACKSONVILLE	Ann T. Moore, SECRETARY BUNNELL	Duane L. Obenshroek, TREASURER JACKSONVILLE	Susan H. Hughes POMONA BEACH
Michael Ertel OWENSO	Hansley "Herky" Hultman ENTERPRISE	Arlon N. Jumper FORT ALCOY	William W. Kent MELBOURNE BEACH
			W. Leonard Wood FERRANONA BEACH

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. 4-117-97866-2 DATE ISSUED: November 13, 2007
PROJECT NAME: Sweetwater Creek Cove Tributary Surface Water Restoration Phase II:
Dredging

A PERMIT AUTHORIZING:

Removal of accumulated and organic sediment within Sweetwater Cove Lake as part of the Sweetwater Cove Lake Tributary Surface Water Restoration Project. This permit also authorizes work in, on or over 17.00 acres of wetland and surface waters and work within 0.94 acres of upland portions of the Wekiva River Riparian Habitat Protection Zone (RHPZ).

LOCATION:

Section(s): 29, 32 Township(s): 20S Range(s): 29E
Seminole County

ISSUED TO:

Seminole County
520 W. Lake Mary Blvd Ste 200
Sanford, FL 32773

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated November 13, 2007

AUTHORIZED BY: St. Johns River Water Management District

Department of Water Resources Governing Board

By: 
Jeff Eledge
(Director)

By: 
Kirby B. Green II
(Assistant Secretary)

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 4-117-97866-2
SEMINOLE COUNTY
DATED NOVEMBER 13, 2007

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior

to lot or unit sales within the project served by the system; or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.

10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing AS Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:

1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.

11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.
12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
23. The proposed surface water management system shall be constructed as per plans received by the District on October 1, 2007.
24. No work within 300 feet of the bird rookery is to occur during February 1-August 31 of each year until the expiration date specified in the conditions, as detailed within notes 22-24 on sheet G-1 of the plans received by the District on October 1, 2007.
25. This project authorizes 17.05 acres of direct impacts to surface waters and 0.94-acres of temporary impacts to the upland portions of the Wekiva River Riparian Habitat Protection Zone.
26. During the dredging at any segment of the lake, the Permittee must monitor turbidity at the following locations:
 - immediately upstream of the dredging area; upstream of the southernmost turbidity control measure (background);
 - immediately downstream of the northernmost turbidity control measure; and
 - immediately upstream of the outfall structure within Sweetwater Cove Lake into the Wekiva River.

The background sample must not be taken within any visible plume. Samples must be collected two times daily with a morning and afternoon sample at least four hours apart during the dredging activities.

Before removal of the turbidity control measures, the turbidity levels within the area surrounded by the turbidity control measures must be sampled to ensure no release of turbid water once the turbidity control measures are removed. The turbidity control measures may not be removed until the sample data indicates levels that do not exceed the State Water Quality Standards. This sample data must be included within the weekly turbidity data report.
27. If at any time the downstream turbidity level exceeds the State Water Quality Standards, then all measures required to reduce the turbidity including stopping all dredging activities, shall be taken. The dredging activities must not resume until the turbidity has returned to acceptable levels. Any such violation must be reported immediately to the District's Altamonte Springs Service Center.
28. All turbidity data must be submitted to the District's Altamonte Springs Service Center weekly. The data must contain the following information:
 - permit number;
 - date and time of sampling and analysis;
 - statement describing collection, handling, storage, and analysis methods;
 - a map indicating the location of the samples taken;
 - depth of sample;
 - antecedent weather conditions; and,
 - flow direction.
29. The Permittee must submit a final erosion, sediment and turbidity control measure plan to the District's Altamonte Springs Service Center for staff review and approval at least 30 days prior to the commencement of any work for the proposed dredging of the Sweetwater Cove Lake.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Adoption of a Resolution Authorizing the Chairman to Execute Supplemental No. 1 to the Local Agency Program Agreement with the State of Florida Department of Transportation for Resurfacing County Road 46A (West 25th Street) from East of Old Lake Mary Road to US Highway 17/92 (FDOT - FPN: 426331-1-58-01)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Antoine Khoury

EXT: 5768

MOTION/RECOMMENDATION:

Adopt a Resolution authorizing the Chairman to execute Supplemental No. 1 to the Local Agency Program Agreement with the State of Florida Department of Transportation for Resurfacing County Road 46A (West 25th Street) from East of Old Lake Mary Road to US Highway 17/92 (FDOT - FPN: 426331-1-58-01).

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

The Florida Department of Transportation (FDOT) is amending the Agreement to increase the cost limit of the Local Agency Program (LAP) Agreement to reflect the actual bid and construction and engineering inspection (CEI) costs. This project is being processed under the American Recovery and Reinvestment Act of 2009. The scope of the construction is to reconstruct curb and gutter, sidewalk ramps, storm sewer repair and pavement reconstruction/resurfacing of approximately 1.2 miles of roadway. The construction contract has been awarded to Middlesex Corporation. The total cost for the project is \$1,453,600.00, including construction and engineering inspection (15% of the construction cost). Any costs in excess of the LAP Agreement are the responsibility of the County. A Budget Amendment Request will be on the November 10, 2009, Fiscal Services Department's agenda to reflect this change.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt the Resolution authorizing the Chairman to execute Supplemental No. 1 to the Local Agency Program Agreement with the State of Florida Department of Transportation for Resurfacing County Road 46A (West 25th Street) from East of Old Lake Mary Road to US Highway 17/92 (FDOT - FPN: 426331-1-58-01).

ATTACHMENTS:

1. Location Map - West 25th Street/CR 46A Resurfacing
2. Resolution
3. LAP Agreement Supplemental - West 25th Street/CR 46A Resurfacing

4. LAP Agreement - West 25th Street - CR 46A Resurfacing

Additionally Reviewed By:
<input checked="" type="checkbox"/> Budget Review (Fredrik Coulter, Lisa Spriggs)
<input checked="" type="checkbox"/> County Attorney Review (Matthew Minter)
<input checked="" type="checkbox"/> Revenue Review (Cecilia Monti, Lisa Spriggs)

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE 27th DAY OF OCTOBER, 2009**

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the resurfacing of County Road 46A (West 25th Street) from East of Old Lake Mary Road to US Highway 17/92; 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 Supplemental Number 1 to the Local Agency Program (LAP) Agreement for the aforementioned project (FDOT ~ FPN: 426331-1-58-01).

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, Supplemental Number 1 to the Local Agency Program Agreement for the resurfacing of County Road 46A (West 25th Street) from East of Old Lake Mary Road to US Highway 17/92 (FDOT ~ FPN: 426331-1-58-01).

ADOPTED THIS 27th 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

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426331-1-5801 CONTRACT NO. APK98
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The STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION & SEMINOLE COUNTY desires to supplement the original Agreement entered into and executed on July 9, 2009 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name West 25th Street/CR 46A Resurfacing Length ~1.2 miles

Termini from: East of Old Lake Mary Road to US 17-92

Description of Work:

Milling, resurfacing, and base reconstruction of West 25th Street/CR 46A from east Old Lake Mary Road to US 17-92. The project will include drainage system rehabilitation, replacement of traffic signal loops, and restriping. The project length is approximately 1.2 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

Pursuant to Paragraph 4.0 of the Local Agency Program Agreement, the Agency and the Department acknowledge and agree that the schedule of funding for construction that includes the authorized and encumbered federal funding for this American Recovery and reinvestment Act (ARRA) project shall be increased to an amount equal to the Agency's construction contract award amount of \$1,264,000.00 plus the amount of the Agency's original CEI estimated amount of \$189,600.00, for a total amount of \$1,453,600.00. Said revision is reflected on the Schedule of Funding, attached hereto and incorporated herein, as Exhibit "A".

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426331-1-5801 CONTRACT NO. APK98
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E)					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
2007-2008					
2008-2009					
2009-2010	\$1,176,000.00		\$1,264,000.00		\$1,264,000.00
2010-2011					
Total Construction Cost	\$1,176,000.00	\$0.00	\$1,264,000.00	\$0.00	\$1,264,000.00
Construction Engineering and Inspection (CEI)					
2007-2008					
2008-2009					
2009-2010			\$189,600.00		\$189,600.00
2010-2011					
Total CEI Cost	\$0.00	\$0.00	\$189,600.00	\$0.00	\$189,600.00
Total Construction & CEI Costs	\$1,176,000.00	\$0.00	\$1,453,600.00	\$0.00	\$1,453,600.00
TOTAL COST OF THE PROJECT	\$1,176,000.00	\$0.00	\$1,453,600.00	\$0.00	\$1,453,600.00

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426331-1-5801 CONTRACT NO. APK98
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support

Attest: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Date: _____

Date: _____

As to form:

As to form:

Attorney

District Attorney

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426 331-1-58-01 CONTRACT NO. APK98
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Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Bob Dallari, Chairman
Board of County Commissioners

Date: _____

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

For Use and Reliance of Seminole County Only,
Approved As to Form and Legality

County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
Page 1

FPN: <u>426331-1-58-01</u>	Fund: <u>FSSU</u>	FLAIR Approp: <u>088825</u>
Federal No: <u>ARRA-258-B</u>	Org Code: <u>55054010508</u>	FLAIR Obj: <u>563022</u>
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: <u>77</u>	Contract No: <u>APK 98</u>	Vendor No: <u>F596-000-856-065</u>

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 9th day of JULY 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, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424 hereinafter called the Agency.

WITNESSETH:

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 resurfacing of West 25th Street/CR 46A 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," "S," 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 August 31, 2010. 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 \$ 1,176,000. 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) (I), 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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 2-542
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 directly to each of the following:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 2-542
DeLand, FL 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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 2-542
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 2-542
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 2-542
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.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

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. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

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.

13.07 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. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 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.

13.09 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.

13.10 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.

13.11 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.

13.12 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.

13.13 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.

13.14 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 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: 
Name: Rise K. Wall
Title: Director of Transportation Support, District 5

Attest: _____
Title: _____

Attest: 
Title: Administrative Assistant

As to form:

As to form:

Attorney


District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
Page 13A

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

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 426331-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Seminole County, 520 Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424 .

Dated July 9, 2009

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:

Milling, resurfacing, and base reconstruction of West 25th Street/CR 46A from east of Old Lake Mary Road to US 17-92. The project will include drainage system rehabilitation, replacement of traffic signal loops, and restriping. The project length is approximately 1.2 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

The project funded by this Agreement is funded under the terms and conditions of the 2009 American Recovery and Reinvestment Act (ARRA). Said terms and conditions include, but are not limited to, the following project-specific conditions:

ARRA Project Specifications

- ◆ Projects on the State Highway System (SHS) (On-System Projects) shall include the current Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Divisions II and III and shall also include specific applicable portions of Division I. These specifications shall be included by the Agency in the Agency's "General Requirements and Covenants" for the project.
- ◆ Projects not on the SHS (Off-System Projects) shall include the LAP "Big Four" Specifications or Approved Substitution. The "Big Four" Specifications include the Agency's specifications for: Earthwork (SP1200000); Asphalt (SP 334000); Concrete (SP 3440000); and Landscaping (SP 5800000). The specifications may be found at <http://www.dot.state.fl.us/specificationsoffice/Implemented/LAP/LapSpecs/Default.shtm>.

Resurfacing Scope Requirements

The minimum scope criteria for 2009 ARRA-funded resurfacing projects shall include:

- ◆ Reworking shoulders to be flush with pavement,
- ◆ Upgrade or replace existing roadside hardware (guardrail) as necessary for compliance with Federal criteria for 3R Projects contained in the Department's Plans Preparation Manual, Section 25.4.26,
- ◆ Signing and pavement marking to meet the latest MUTCD standards, and
- ◆ Construction or reconstruction, as necessary, of curb cuts and ramps to comply with current ADA requirements.

General Federal/State Design Standards

Projects on the SHS shall follow Standard 3R Criteria as described and contained in the Department's Plans Preparation Manual.

EXHIBIT "A," continued

PROJECT DESCRIPTION AND RESPONSIBILITIES

Greenbook Standards

The Agency acknowledges that the Florida Greenbook is intended for use on all new construction projects off the SHS and that the Florida Greenbook takes into consideration that Greenbook standards cannot be applied completely to all reconstruction and maintenance-type projects. For the purpose of this 2009 ARRA-funded project, Florida Greenbook standards shall be applied to the extent that economic and environmental factors are considered and to the extent that existing development will allow.

If the criteria cannot be met on any aspect of the project, the Engineer-of-Record shall include mitigation measures to make up for the substandard feature(s). For example, in the case of lane width, acceptable mitigation measures may include:

- ◆ A safety edge (reducing the pavement edge drop-off hazard),
- ◆ Removing or relocating fixed objects (such as hazardous mailboxes, abandoned utility poles, etc.),
- ◆ Audible/vibratory edge pavement markings on high road departure crash highways,
- ◆ 6" wide pavement markings, and
- ◆ Breakaway safety features on objects within the clear zone.

Resurfacing Pavement Standards

For Off-System Resurfacing Projects that do not require structural capacity, a pavement design should be prepared for the resurfacing in accordance with the Flexible Pavement Design Manual. The level-of-data collection undertaken by the Agency shall take into consideration the type of facility being designed. For example, on a very low volume facility for which traffic data is not available from the local government, a rough, conservative estimate of truck traffic shall be made through observation during a field visit(s). Additionally, the embankment resilient modulus can be estimated from the resilient modulus values derived from nearby similar pavements or from Limerock Bearing Ratio (LBR) tests in the relevant area. If pavement structure information is not available for the project, a limited amount of coring can be completed.

Resurfacing of an Off-System Roadway shall be accomplished in a manner to meet Florida Greenbook standards. The Florida Greenbook incorporates by reference the Department's pavement design standards and criteria. All Department pavement design manuals reference Superpave Mix designs. The LAP Specifications, Section 334, "Hot Mix Asphalt for Local Agencies," is an acceptable specification for the project. Type S Asphalt Concrete Mix is not acceptable for the project.

Safety

To the extent possible, the safety of the roadway segment shall be improved, but said effort shall not be interpreted to require what is essentially roadway reconstruction. The Agency shall evaluate high crash locations and shall require those high crash locations to be addressed and improved in the project. The Department can provide assistance to the Agency in obtaining the crash records for all roadway sections associated with the project. As an option, an Agency may have a separate safety project consisting of safety or operational upgrades that are not tied to one road segment. The Department will require existing roadside hardware (e.g., guardrail) to be reviewed for crashworthiness and upgraded or replaced as necessary for compliance with the Federal criteria for 3R Projects, which is explained in the Department's Plans Preparation Manual, Section 25.4.26.

Bridges

The project may include and be funded with 2009 ARRA funds for bridge restoration, repair, replacement, and new construction projects as well as other eligible activities under the Federal Surface Transportation Program (STP) as defined within Title 23 USC 133(b). The link to Title 23 USC 133(b) is: [http://www.law.cornell.edu/uscode/23/133\(b\).html](http://www.law.cornell.edu/uscode/23/133(b).html). Per Title 23 USC 133(b)(1), bridge painting is an eligible activity. Scour countermeasures, deck replacements, and pile jackets are also eligible for 2009 ARRA funds, as these types of activities are related to the bridge restoration or repair.

In accordance with Title 23 USC 133(b)(1), bridge projects on all public roads (both Federal-aid and non-Federal-aid Highways) are eligible for STP funding.

EXHIBIT "A," continued

PROJECT DESCRIPTION AND RESPONSIBILITIES

Americans with Disabilities Act (ADA)

The project shall be designed and constructed in conformance with ADA requirements. For resurfacing projects, the Agency shall construct or reconstruct the project to include appropriate curb cuts and ramps that comply with current ADA requirements.

Invoices and Monthly Progress Reports

Invoices and Monthly Progress Report 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) _____ Study to be completed by _____.
- b) Design to be completed by _____.
- c) Right-of-Way requirements identified and provided to the Department by _____.
- d) Right-of-Way to be certified by _____.
- e) Construction contract to be let by _____.
- f) Construction to be completed by August 31, 2010.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS: Seminole County 520 West Lake Mary Boulevard Suite 200 Sanford, Florida 32773-7424	FPN: 426331-1-58-01
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PROJECT DESCRIPTION

Name: West 25th Street/CR 46A Resurfacing Length: ~ 1.2 miles
 Termini: from east of Old Lake Mary Road to US 17-92

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 2009-2010 Total Construction Cost	_____ _____ \$ 1,176,000.00 \$ 1,176,000.00	_____ _____ _____ _____	_____ _____ \$ 1,176,000.00 \$ 1,176,000.00
Construction Engineering and Inspection (CEI) 2006-2007 2007-2008 2008-2009 Total CEI Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Construction and CEI Costs	\$ 1,176,000.00	_____	\$ 1,176,000.00
TOTAL COST OF THE PROJECT	\$ 1,176,000.00	_____	\$ 1,176,000.00

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 "S"

**2009 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
JOB REPORTING**

FPN: 426331-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation (Department) and Seminole County, 520 Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424.

Dated July 9, 2009

SPECIAL CONSIDERATIONS BY AGENCY:

Compliance with the 2009 American Recovery and Reinvestment Act (ARRA)

This project is subject to the criteria and conditions of the 2009 American Recovery and Reinvestment Act (ARRA). The Agency will satisfy the Federal reporting requirements for the project(s), such as the monthly employment report, for both the Contractor and Subcontractor. The Agency will provide the required information on form(s) provided by the Department in the timeframe indicated in the instructions. The Agency will ensure that the reporting requirements are included in all ARRA contracts and subcontracts.

The Agency will withhold the Contractor's progress payments, project acceptance, and final payment for failure to comply with the requirements of the 2009 ARRA.

Authority of the U.S. Comptroller General

Section 902 of the 2009 ARRA provides the U.S. Comptroller General 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 Agency administering the contract, regarding such transactions.

Accordingly, the U.S. Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the 2009 ARRA with respect to this contract, which is funded with funds made available under the 2009 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 U.S. Comptroller General.

Authority of the U.S. Inspector General

Section 1515(a) of the 2009 ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the U.S. Inspector General 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 the Inspector General.

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: \$ 1,176,000

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 #APK98 Contract Type: AH Method of Procurement: A
Vendor Name: SEMINOLE CNTY PU
Vendor ID: VF596000856065
Beginning date of this Agmt: 07/07/09
Ending date of this Agmt: 08/31/10
Contract Total/Budgetary Ceiling: ct = \$1,176,000.00

Description:

Resurface of West 25th Street/CR 46A

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	*563022	*	1176000.00	*42633115801	*215	*
2010			*55150200			*088825/10		
0001			*00	*		*0001/04		

TOTAL AMOUNT: *\$1,176,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 07/07/2009

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Adoption of a Resolution Authorizing the Chairman to Execute Supplemental No. 1 to the Local Agency Program Agreement with the State of Florida Department of Transportation for Rehabilitation of the Cross Seminole Trail Trestle Bridge over Howell Creek (FDOT - FPN: 426508-1-58-01)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Antoine Khoury

EXT: 5768

MOTION/RECOMMENDATION:

Adopt a Resolution authorizing the Chairman to execute Supplemental No. 1 to the Local Agency Program Agreement with the State of Florida Department of Transportation for Rehabilitation of the Cross Seminole Trail Trestle Bridge over Howell Creek (FDOT - FPN: 426508-1-58-01).

District 2 Michael McLean

Jerry McCollum

BACKGROUND:

The Florida Department of Transportation (FDOT) is amending the Agreement to reduce the cost limit of the Local Agency Program (LAP) Agreement to reflect the actual bid and construction and engineering inspection (CEI) costs. This project is being processed under the American Recovery and Reinvestment Act. The lowest and most responsive bid was received and awarded to Gibbs and Register Construction. The total cost is \$450,865.55 including construction and engineering inspection (15% of the construction cost). Any costs in excess of the LAP Agreement are the responsibility of the County. A Budget Amendment Request will be on the November 10, 2009, Fiscal Services Department's agenda to reflect this change.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt the Resolution authorizing the Chairman to execute Supplemental No. 1 to the Local Agency Program Agreement with the State of Florida Department of Transportation for Rehabilitation of the Cross Seminole Trail Trestle Bridge over Howell Creek (FDOT - FPN: 426508-1-58-01).

ATTACHMENTS:

1. Location Map - Cross Seminole Trail Trestle Bridge Rehabilitation
2. LAP Agreement Supplemental No. 1 - Cross Seminole Trail Trestle Bridge Rehabilitation
3. Resolution - Cross Seminole Trail Trestle Bridge Rehabilitation
4. LAP Agreement - Cross Seminole Trail Trestle Bridge Rehabilitation

Additionally Reviewed By:

- Budget Review (Fredrik Coulter, Lisa Spriggs)
- County Attorney Review (Matthew Minter)
- Revenue Review (Cecilia Monti, Lisa Spriggs)

Location Map
Trestle Bridge Rehabilitation
Cross Seminole Trail over
Howell Creek



SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426508-1-5801 CONTRACT NO. APK08
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The STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION & SEMINOLE COUNTY desires to supplement the original Agreement entered into and executed on June 30, 2009 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Cross Seminole Trail Trestle Bridge Rehabilitation Length ~.056 miles

Termini over Howell Creek

Description of Work:

Rehabilitation of the Cross Seminole Trail trestle bridge over Howell Creek includes existing pile, end bents, and milling/resurfacing. The project length is approximately 0.56 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

Pursuant to Paragraph 4.0 of the Local Agency Program Agreement, the Agency and the Department acknowledge and agree that the schedule of funding for construction (that includes the authorized and encumbered federal funding) for this American Recovery and reinvestment Act (ARRA) project shall be reduced to an amount equal to the Agency's construction contract award amount of \$392,057.00 plus the contract amount of the Agency's CEI services contract in the amount of \$58,808.55, for a total of \$450,865.55. Said revision is reflected on the Schedule of Funding, attached hereto and incorporated herein, as Exhibit "A".

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426508-1-5801 CONTRACT NO. APK08
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	_____	_____	_____
2010-2011	_____	_____	_____	_____	_____
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E)					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	_____	_____	_____
2010-2011	_____	_____	_____	_____	_____
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	_____	_____	_____
2010-2011	_____	_____	_____	_____	_____
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	_____	_____	_____
2010-2011	_____	_____	_____	_____	_____
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	\$1,250,000.00	_____	\$392,057.00	_____	\$392,057.00
2010-2011	_____	_____	_____	_____	_____
Total Construction Cost	\$1,250,000.00	\$0.00	\$392,057.00	\$0.00	\$392,057.00
Construction Engineering and Inspection (CEI)					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	\$58,809.00	_____	\$58,809.00
2010-2011	_____	_____	_____	_____	_____
Total CEI Cost	\$0.00	\$0.00	\$58,809.00	\$0.00	\$58,809.00
Total Construction & CEI Costs	\$1,250,000.00	\$0.00	\$450,866.00	\$0.00	\$450,866.00
TOTAL COST OF THE PROJECT	\$1,250,000.00	\$0.00	\$450,866.00	\$0.00	\$450,866.00

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426508-1-5801 CONTRACT NO. APK08
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support

Attest: _____
Name:
Title:

Attest: _____
Name:
Title:

Date: _____

Date: _____

As to form:

As to form:

Attorney

District Attorney

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARMTENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426 508-1-58-01 CONTRACT NO. APK08
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Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Bob Dallari, Chairman
Board of County Commissioners

Date: _____

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

For Use and Reliance of Seminole County Only,
Approved As to Form and Legality

County Attorney

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE 27th DAY OF OCTOBER, 2009**

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate rehabilitation of the Cross Seminole Trail Trestle Bridge over Howell Creek; 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 Supplemental Number 1 to the Local Agency Program (LAP) Agreement for the aforementioned project (FDOT ~ FPN: 426508-1-58-01).

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, Supplemental Number 1 to the Local Agency Program Agreement for rehabilitation of the Cross Seminole Trail Trestle Bridge over Howell Creek (FDOT ~ FPN: 426508-1-58-01).

ADOPTED THIS 27th 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
Page 1

FPN: <u>426508-1-58-01</u>	Fund: <u>FSSE</u>	FLAIR Approp: <u>088825</u>
Federal No: <u>ARRA-310-B</u>	Org Code: <u>55054010508</u>	FLAIR Obj: <u>563022</u>
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: <u>77</u>	Contract No: _____	Vendor No: <u>F596-000-856-065</u>

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 _____ day of _____, _____ 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 Boulevard, Suite 200, Sanford, Florida 32773-7424 hereinafter called the Agency.

WITNESSETH:

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 rehabilitation of the Cross Seminole Trail trestle bridge over Howell Creek 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," "S," 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 March 31, 2010. 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 \$ 1,250,000. 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 2-542
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 directly to each of the following:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 2-542
DeLand FL 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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 2-542
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 2-542
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 2-542
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.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

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. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

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.

13.07 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. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 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.

13.09 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.

13.10 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.

13.11 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.

13.12 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.

13.13 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.

13.14 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 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support, District 5

Attest: _____
Title: _____

Attest: _____
Title: Administrative Assistant

As to form:

As to form:

Attorney

District Attorney

See Page 13A

See attached Encumbrance Form for date of funding approval by Comptroller.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
02/09
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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.**

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 426508-1-58-01

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 32773-7424.

Dated _____

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:

Rehabilitation of the Cross Seminole Trail trestle bridge over Howell Creek includes existing pile, end bents, and milling/resurfacing. The project length is approximately 0.56 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

The project funded by this Agreement is funded under the terms and conditions of the 2009 American Recovery and Reinvestment Act (ARRA). Said terms and conditions include, but are not limited to, the following project-specific conditions:

ARRA Project Specifications

- ◆ Projects on the State Highway System (SHS) (On-System Projects) shall include the current Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Divisions II and III and shall also include specific applicable portions of Division I. These specifications shall be included by the Agency in the Agency's "General Requirements and Covenants" for the project.
- ◆ Projects not on the SHS (Off-System Projects) shall include the LAP "Big Four" Specifications or Approved Substitution. The "Big Four" Specifications include the Agency's specifications for: Earthwork (SP1200000); Asphalt (SP 334000); Concrete (SP 3440000); and Landscaping (SP 5800000). The specifications may be found at <http://www.dot.state.fl.us/specificationsoffice/Implemented/LAP/LapSpecs/Default.shtm>.

Resurfacing Scope Requirements

The minimum scope criteria for 2009 ARRA-funded resurfacing projects shall include:

- ◆ Reworking shoulders to be flush with pavement,
- ◆ Upgrade or replace existing roadside hardware (guardrail) as necessary for compliance with Federal criteria for 3R Projects contained in the Department's Plans Preparation Manual, Section 25.4.26,
- ◆ Signing and pavement marking to meet the latest MUTCD standards, and
- ◆ Construction or reconstruction, as necessary, of curb cuts and ramps to comply with current ADA requirements.

General Federal/State Design Standards

Projects on the SHS shall follow Standard 3R Criteria as described and contained in the Department's Plans Preparation Manual.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

Greenbook Standards

The Agency acknowledges that the Florida Greenbook is intended for use on all new construction projects off the SHS and that the Florida Greenbook takes into consideration that Greenbook standards cannot be applied completely to all reconstruction and maintenance-type projects. For the purpose of this 2009 ARRA-funded project, Florida Greenbook standards shall be applied to the extent that economic and environmental factors are considered and to the extent that existing development will allow.

If the criteria cannot be met on any aspect of the project, the Engineer-of-Record shall include mitigation measures to make up for the substandard feature(s). For example, in the case of lane width, acceptable mitigation measures may include:

- ◆ A safety edge (reducing the pavement edge drop-off hazard),
- ◆ Removing or relocating fixed objects (such as hazardous mailboxes, abandoned utility poles, etc.),
- ◆ Audible/vibratory edge pavement markings on high road departure crash highways,
- ◆ 6" wide pavement markings, and
- ◆ Breakaway safety features on objects within the clear zone.

Resurfacing Pavement Standards

For Off-System Resurfacing Projects that do not require structural capacity, a pavement design should be prepared for the resurfacing in accordance with the Flexible Pavement Design Manual. The level-of-data collection undertaken by the Agency shall take into consideration the type of facility being designed. For example, on a very low volume facility for which traffic data is not available from the local government, a rough, conservative estimate of truck traffic shall be made through observation during a field visit(s). Additionally, the embankment resilient modulus can be estimated from the resilient modulus values derived from nearby similar pavements or from Limerock Bearing Ratio (LBR) tests in the relevant area. If pavement structure information is not available for the project, a limited amount of coring can be completed.

Resurfacing of an Off-System Roadway shall be accomplished in a manner to meet Florida Greenbook standards. The Florida Greenbook incorporates by reference the Department's pavement design standards and criteria. All Department pavement design manuals reference Superpave Mix designs. The LAP Specifications, Section 334, "Hot Mix Asphalt for Local Agencies," is an acceptable specification for the project. Type S Asphalt Concrete Mix is not acceptable for the project.

Safety

To the extent possible, the safety of the roadway segment shall be improved, but said effort shall not be interpreted to require what is essentially roadway reconstruction. The Agency shall evaluate high crash locations and shall require those high crash locations to be addressed and improved in the project. The Department can provide assistance to the Agency in obtaining the crash records for all roadway sections associated with the project. As an option, an Agency may have a separate safety project consisting of safety or operational upgrades that are not tied to one road segment. The Department will require existing roadside hardware (e.g., guardrail) to be reviewed for crashworthiness and upgraded or replaced as necessary for compliance with the Federal criteria for 3R Projects, which is explained in the Department's Plans Preparation Manual, Section 25.4.26.

Bridges

The project may include and be funded with 2009 ARRA funds for bridge restoration, repair, replacement, and new construction projects as well as other eligible activities under the Federal Surface Transportation Program (STP) as defined within Title 23 USC 133(b). The link to Title 23 USC 133(b) is: [http://www.law.cornell.edu/uscode/23/133\(b\).html](http://www.law.cornell.edu/uscode/23/133(b).html). Per Title 23 USC 133(b)(1), bridge painting is an eligible activity. Scour countermeasures, deck replacements, and pile jackets are also eligible for 2009 ARRA funds, as these types of activities are related to the bridge restoration or repair.

In accordance with Title 23 USC 133(b)(1), bridge projects on all public roads (both Federal-aid and non-Federal-aid Highways) are eligible for STP funding.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

Americans with Disabilities Act (ADA)

The project shall be designed and constructed in conformance with ADA requirements. For resurfacing projects, the Agency shall construct or reconstruct the project to include appropriate curb cuts and ramps that comply with current ADA requirements.

Invoices and Monthly Progress Reports

Invoices and Monthly Progress Report 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) _____ Study to be completed by _____.
- b) Design to be completed by _____.
- c) Right-of-Way requirements identified and provided to the Department by _____.
- d) Right-of-Way to be certified by _____.
- e) Construction contract to be let by _____.
- f) Construction to be completed by March 31, 2010.

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:

NA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
 PRODUCTION SUPPORT
 08/06
 Page 17

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS: Seminole County 520 West Lake Mary Blvd., Suite 200 Sanford, Florida 32773-7424	FPN: 426508-1-58-01
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PROJECT DESCRIPTION

Name: Cross Seminole Trail Trestle Bridge Rehabilitation Length: ~ .056 miles
 Termini: over Howell Creek

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	\$ 1,250,000.00	_____	\$ 1,250,000.00
2009-2010	_____	_____	_____
Total Construction Cost	\$ 1,250,000.00	_____	\$ 1,250,000.00
Construction Engineering and Inspection (CEI)			
2006-2007	_____	_____	_____
2007-2008	_____	_____	_____
2008-2009	_____	_____	_____
Total CEI Cost	_____	_____	_____
Total Construction and CEI Costs	\$ 1,250,000.00	_____	\$ 1,250,000.00
TOTAL COST OF THE PROJECT	\$ 1,250,000.00	_____	\$ 1,250,000.00

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 "S"

**2009 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
JOB REPORTING**

FPN: 426508-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation (Department) and Seminole County, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424.

Dated _____

SPECIAL CONSIDERATIONS BY AGENCY:

Compliance with the 2009 American Recovery and Reinvestment Act (ARRA)

This project is subject to the criteria and conditions of the 2009 American Recovery and Reinvestment Act (ARRA). The Agency will satisfy the Federal reporting requirements for the project(s), such as the monthly employment report, for both the Contractor and Subcontractor. The Agency will provide the required information on form(s) provided by the Department in the timeframe indicated in the instructions. The Agency will ensure that the reporting requirements are included in all ARRA contracts and subcontracts.

The Agency will withhold the Contractor's progress payments, project acceptance, and final payment for failure to comply with the requirements of the 2009 ARRA.

Authority of the U.S. Comptroller General

Section 902 of the 2009 ARRA provides the U.S. Comptroller General 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 Agency administering the contract, regarding such transactions.

Accordingly, the U.S. Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the 2009 ARRA with respect to this contract, which is funded with funds made available under the 2009 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 U.S. Comptroller General.

Authority of the U.S. Inspector General

Section 1515(a) of the 2009 ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the U.S. Inspector General 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 the Inspector General.

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: \$ 1,250,000.

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.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Adoption of a Resolution Authorizing the Chairman to Execute Supplemental No. 1 to the Local Agency Program Agreement with the State of Florida Department of Transportation for Resurfacing Howell Branch Road from the County Line to State Road 436 and Lake Howell Road from Howell Branch Road to North of Linden Road (FDOT - FPN: 426328-1-58-01)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Antoine Khoury

EXT: 5768

MOTION/RECOMMENDATION:

Adopt a Resolution authorizing the Chairman to execute Supplemental No. 1 to the Local Agency Program Agreement with the State of Florida Department of Transportation for Resurfacing Howell Branch Road from the County Line to State Road 436 and Lake Howell Road from Howell Branch Road to North of Linden Road (FDOT - FPN: 426328-1-58-01).

District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

The Florida Department of Transportation (FDOT) is amending the Agreement to reduce the cost limit of the Local Agency Program (LAP) Agreement to reflect the actual bid and construction and engineering inspection (CEI) costs. This project is being processed under the American Recovery and Reinvestment Act of 2009. The lowest and most responsive bid was received and awarded to Ranger Construction. The total cost is \$505,153.40 including construction and engineering inspection (15% of the construction cost). Any costs in excess of the LAP Agreement are the responsibility of the County. A Budget Amendment Request will be on the November 10, 2009, Fiscal Services Department's agenda to reflect this change.

STAFF RECOMMENDATION:

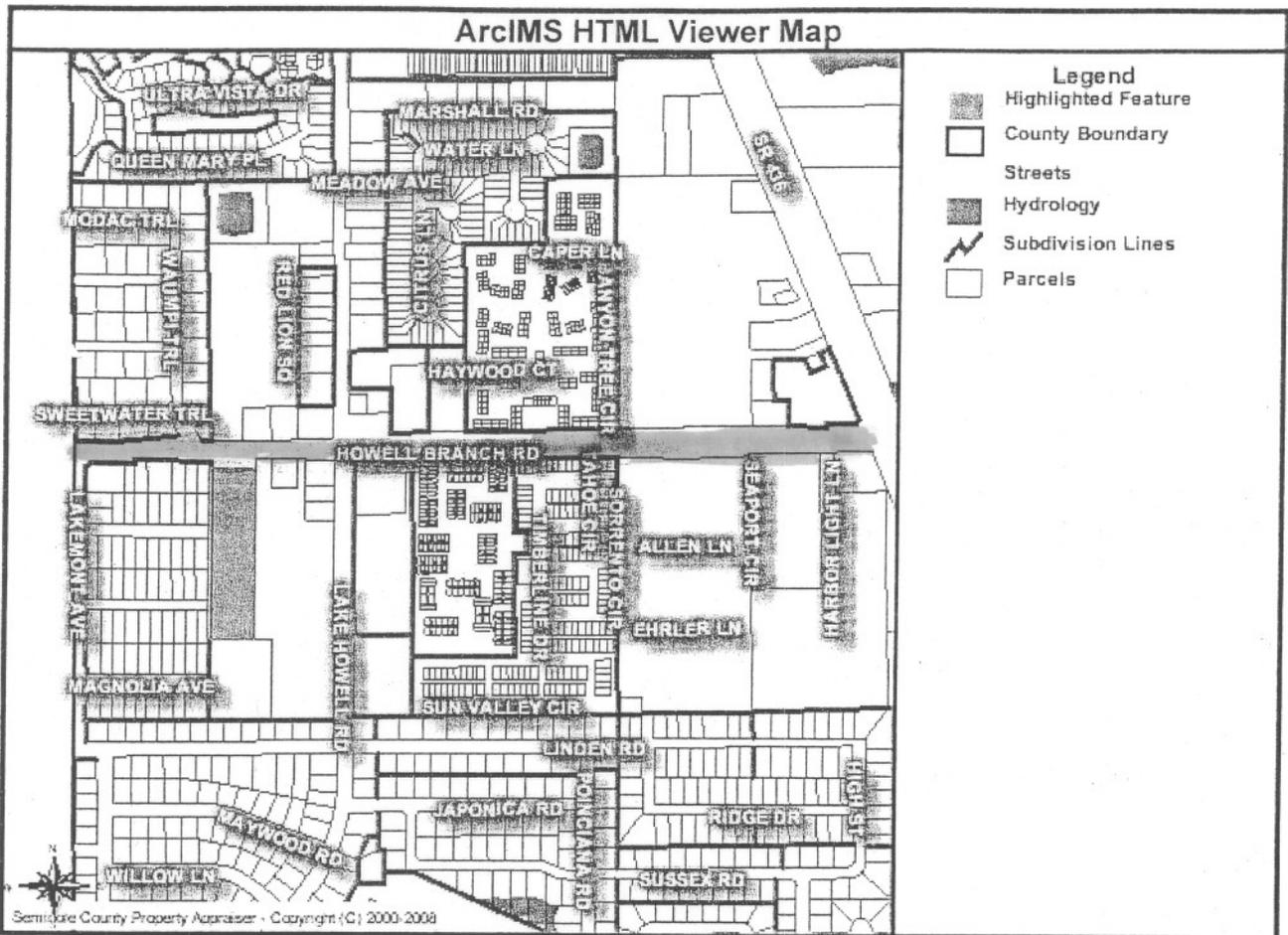
Staff recommends the Board adopt the Resolution authorizing the Chairman to execute Supplemental No. 1 to the Local Agency Program Agreement with the State of Florida Department of Transportation for Resurfacing Howell Branch Road from the County Line to State Road 436 and Lake Howell Road from Howell Branch Road to North of Linden Road (FDOT - FPN: 426328-1-58-01).

ATTACHMENTS:

1. Location Map - Howell Branch Road Resurfacing
2. Resolution
3. LAP Agreement Supplemental No. 1 - Howell Branch Road Resurfacing

Additionally Reviewed By:

- Budget Review (Fredrik Coulter, Lisa Spriggs)
- County Attorney Review (Matthew Minter)
- Revenue Review (Cecilia Monti, Lisa Spriggs)



LOCATION MAP

Howell Branch Road
(Seminole County Line to State Road 436)

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 27th DAY OF OCTOBER, 2009.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the resurfacing of Howell Branch Road from the Seminole County Line to State Road 436 and Lake Howell Road from Howell Branch Road to North of Linden 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 Supplemental Number 1 to the Local Agency Program (LAP) Agreement for the aforementioned project (FDOT ~ FPN: 426328-1-58-01).

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, Supplemental Number 1 to the Local Agency Program Agreement for the resurfacing of Howell Branch Road from the Seminole County Line to State Road 436 and Lake Howell Road from Howell Branch Road to North of Linden Road (FDOT ~ FPN: 426328-1-58-01).

ADOPTED THIS 27th 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

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426328-1-5801 CONTRACT NO. APK03
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The STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION & SEMINOLE COUNTY desires to supplement the original Agreement entered into and executed on June 30, 2009 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Howell Branch Road Resurfacing Length 0.27 miles (amended)

Termini From: Seminole County Line to SR 436, Lake Howell Rd from Howell Branch Rd to just North of Linden Rd

Description of Work:

Milling and resurfacing of Howell Branch Road from the Seminole County Line to SR436. The project will include the replacement of striping and traffic signal loops and sidewalk ramp improvements. **The project length is amended to 0.27 Miles.**

SPECIAL CONSIDERATIONS BY AGENCY:

Pursuant to Paragraph 4.0 of the Local Agency Program Agreement, the Agency and the Department acknowledge and agree that the schedule of funding for construction (that includes the authorized and encumbered federal funding) for this American Recovery and Reinvestment Act (ARRA) project shall be reduced to an amount equal to the Agency's construction contract award amount of \$439,263.83 plus the contract amount of the Agency's CEI services contract in the amount of \$65,889.57, for a total of \$505,153.40. Said revision is reflected on the Schedule of Funding, attached hereto and incorporated herein, as Exhibit "A".

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426328-1-5801 CONTRACT NO. APK03
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E)					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
2007-2008					
2008-2009					
2009-2010	\$600,000.00		\$439,264.00		\$439,264.00
2010-2011					
Total Construction Cost	\$600,000.00	\$0.00	\$439,264.00	\$0.00	\$439,264.00
Construction Engineering and Inspection (CEI)					
2007-2008					
2008-2009					
2009-2010			\$65,890.00		\$65,890.00
2010-2011					
Total CEI Cost	\$0.00	\$0.00	\$65,890.00	\$0.00	\$65,890.00
Total Construction & CEI Costs	\$600,000.00	\$0.00	\$505,154.00	\$0.00	\$505,154.00
TOTAL COST OF THE PROJECT	\$600,000.00	\$0.00	\$505,154.00	\$0.00	\$505,154.00

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426328-1-5801 CONTRACT NO. APK03
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support

Attest: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Date: _____

Date: _____

As to form:

As to form:

Attorney

District Attorney

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARMTENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426 328-1-58-01 CONTRACT NO. APK03
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Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Bob Dallari, Chairman
Board of County Commissioners

Date: _____

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

For Use and Reliance of Seminole County Only,
Approved As to Form and Legality

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Adoption of a Resolution Authorizing the Chairman to Execute Supplemental No. 1 to the Local Agency Program Agreement with the State of Florida Department of Transportation for Resurfacing Lake Mary Boulevard from Markham Woods Road to Rinehart Road (FDOT - FPN: 426324-2-58-01)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Antoine Khoury

EXT: 5768

MOTION/RECOMMENDATION:

Adopt a Resolution authorizing the Chairman to execute Supplemental No. 1 to the Local Agency Program Agreement with the State of Florida Department of Transportation for Resurfacing Lake Mary Boulevard from Markham Woods Road to Rinehart Road (FDOT - FPN: 426324-2-58-01).

District 4 Carlton D. Henley
District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

The Florida Department of Transportation (FDOT) is amending the Agreement to reduce the cost limit of the Local Agency Program (LAP) Agreement to reflect the actual bid and construction, engineering and inspection (CEI) costs. This project is being processed under the American Recovery and Reinvestment Act of 2009 for resurfacing Lake Mary Boulevard, approximately 1.0 miles of roadway. The construction contract has been awarded to Middlesex Corporation. The total cost is \$880,634.48, including construction and engineering inspection (15% of the construction cost). Any costs in excess of the LAP Agreement are the responsibility of the County. A Budget Amendment Request will be on the November 10, 2009, Fiscal Services Department's agenda to reflect this change.

STAFF RECOMMENDATION:

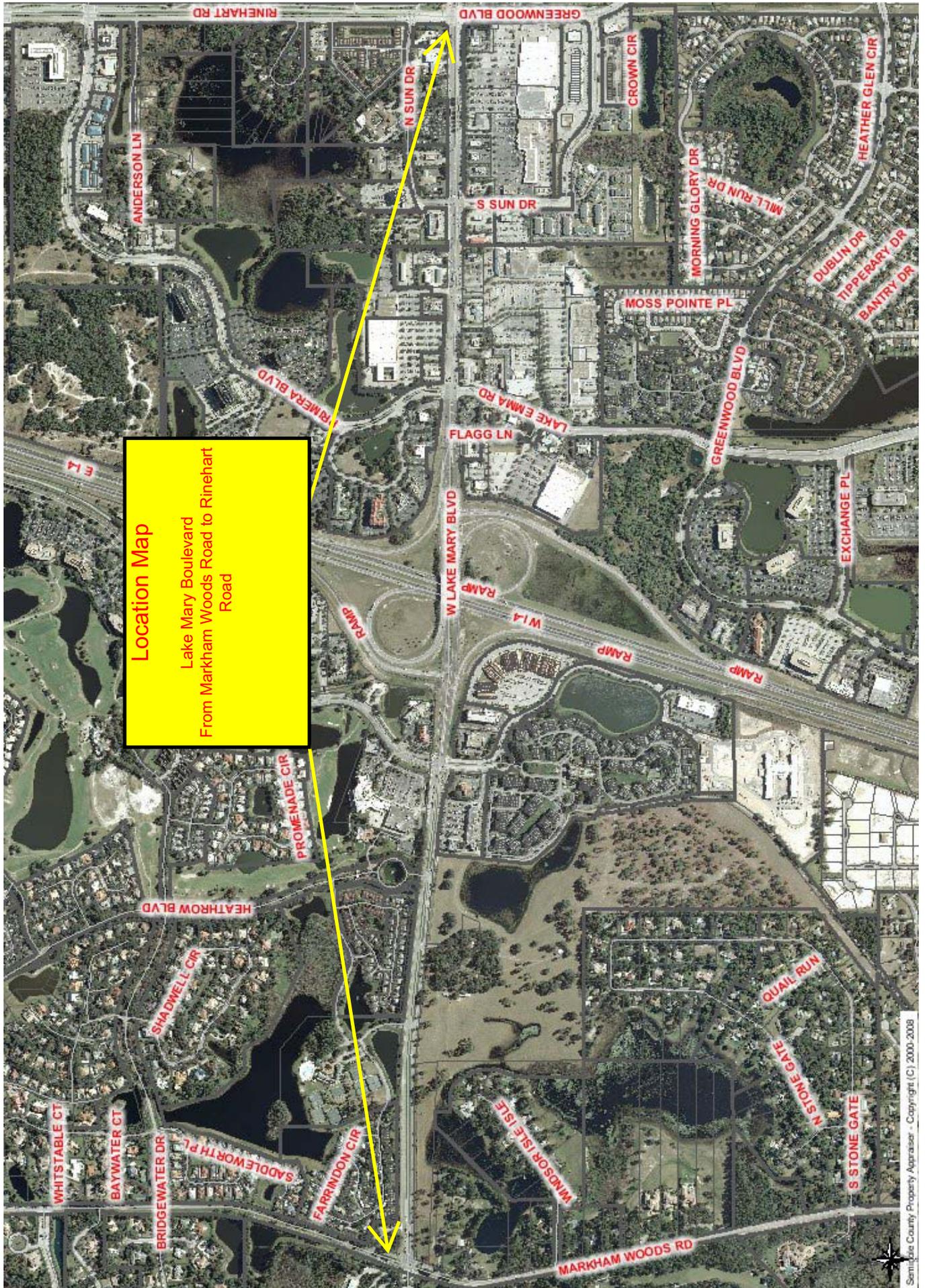
Staff recommends that the Board adopt the Resolution authorizing the Chairman to execute Supplemental No. 1 the Local Agency Program Agreement with the State of Florida Department of Transportation for Resurfacing Lake Mary Boulevard from Markham Woods Road to Rinehart Road (FDOT - FPN: 426324-2-58-01).

ATTACHMENTS:

1. Location Map - Lake Mary Boulevard Resurfacing
2. Resolution
3. LAP Agreement - Lake Mary Blvd Resurfacing

Additionally Reviewed By:

- Budget Review (Fredrik Coulter, Lisa Spriggs)
- County Attorney Review (Matthew Minter)
- Revenue Review (Cecilia Monti, Lisa Spriggs)



Location Map
Lake Mary Boulevard
From Markham Woods Road to Rinehart Road

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE 27th DAY OF OCTOBER, 2009**

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart 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 Supplemental Number 1 to the Local Agency Program (LAP) Agreement for the aforementioned project (FDOT ~ FPN: 426324-2-58-01).

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, Supplemental Number 1 to the Local Agency Program Agreement for the resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart Road (FDOT ~ FPN: 426324-2-58-01).

ADOPTED THIS 27th 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

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426324-2-5801 CONTRACT NO. APK07
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The STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION & SEMINOLE COUNTY desires to supplement the original Agreement entered into and executed on June 30, 2009 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Lake Mary Boulevard Resurfacing Length ~2.161 miles

Termini From: Markham Woods Road to Rinehart Road

Description of Work:

Milling and resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart Road. The project includes replacement of striping and traffic signal loops as well as sidewalk ramp improvements. The project length is approximately 2.161 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

Pursuant to Paragraph 4.0 of the Local Agency Program Agreement, the Agency and the Department acknowledge and agree that the schedule of funding for construction (that includes the authorized and encumbered federal funding) for this American Recovery and reinvestment Act (ARRA) project shall be reduced to an amount equal to the Agency's construction contract award amount of \$765,772.71 plus the contract amount of the Agency's CEI services contract in the amount of \$114,865.91, for a total of \$880,638.62. Said revision is reflected on the Schedule of Funding, attached hereto and incorporated herein, as Exhibit "A".

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426324-2-5801 CONTRACT NO. APK07
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	_____	_____	_____
2010-2011	_____	_____	_____	_____	_____
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E)					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	_____	_____	_____
2010-2011	_____	_____	_____	_____	_____
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	_____	_____	_____
2010-2011	_____	_____	_____	_____	_____
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	_____	_____	_____
2010-2011	_____	_____	_____	_____	_____
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	\$1,270,000.00	_____	\$765,773.00	_____	\$765,773.00
2010-2011	_____	_____	_____	_____	_____
Total Construction Cost	\$1,270,000.00	\$0.00	\$765,773.00	\$0.00	\$765,773.00
Construction Engineering and Inspection (CEI)					
2007-2008	_____	_____	_____	_____	_____
2008-2009	_____	_____	_____	_____	_____
2009-2010	_____	_____	\$114,866.00	_____	\$114,866.00
2010-2011	_____	_____	_____	_____	_____
Total CEI Cost	\$0.00	\$0.00	\$114,866.00	\$0.00	\$114,866.00
Total Construction & CEI Costs	\$1,270,000.00	\$0.00	\$880,639.00	\$0.00	\$880,639.00
TOTAL COST OF THE PROJECT	\$1,270,000.00	\$0.00	\$880,639.00	\$0.00	\$880,639.00

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426324-2-5801 CONTRACT NO. APK07
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Date: _____

As to form:

Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support

Attest: _____
Name:
Title:

Date: _____

As to form:

District Attorney

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARMTENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 426 324-2-58-01 CONTRACT NO. APK07
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Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Bob Dallari, Chairman
Board of County Commissioners

Date: _____

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

For Use and Reliance of Seminole County Only,
Approved As to Form and Legality

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approval of Traffic Signal Maintenance and Compensation Agreement Amendment #1 Between the Florida Department of Transportation 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 and Compensation Agreement Amendment #1 Between the Florida Department of Transportation and Seminole County.

County-wide

Melonie C. Barrington

BACKGROUND:

On September 27, 2002, Seminole County entered into a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT). This Agreement allows FDOT to reimburse the County for maintenance of their traffic signals as well as signals shared with the County. Amendment #1 will allow reimbursement for traffic signal control beacons, beginning FDOT fiscal year July 1, 2010 – June 30, 2011. Payment for intersection control beacons will be at 25% of the rate for full traffic signals.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the Traffic Signal Maintenance and Compensation Agreement Amendment #1 Between the Florida Department of Transportation and Seminole County.

ATTACHMENTS:

1. FDOT Traffic Signal Maintenance and Compensation Agreement - Amendment #1 - 2009
2. FDOT Traffic Signal Maintenance and Compensation Agreement - 2002

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (David Shields)</p>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT
Amendment #1

750-010-22A
TRAFFIC OPERATIONS
07/09
Amendment 1
Page 1 of 5

CONTRACT NO.	AM 625
FINANCIAL PROJECT NO.	413019-7-88-01
F.E.I.D. NO.	596000856098

Purpose:

Amend the original TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT previously entered into by both parties. Amendment #1 adds payment for maintenance and operation of intersection control beacons, beginning with the Department's fiscal year 2010-2011. Currently, traffic signals are compensated for and intersection control beacons are not. This Amendment provides that intersection control beacons will be paid for by the Department to the Maintaining Agency at the rate of 25% of that for full traffic signals. A modified Exhibit B is part of this Amendment and provides the Unit Rates for traffic signals (unchanged) and for intersection control beacons (new). All other provisions of the original Agreement remain unchanged.

Section 1 shall be removed and replaced in its entirety by the Section 1 provided below:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, modems, and communications interconnect), flashing school zone traffic control devices, intersection control beacons, warning beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations and intersection control beacons as identified in Exhibit A. Warning beacons, emergency signals, and flashing school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement; the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

Section 6 shall be removed and replaced in its entirety by the Section 6 provided below:

6. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals and intersection control beacons on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals and intersection control beacons added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals and intersection control beacons added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals and intersection control beacons in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the

information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under 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 three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

Section 14 shall be removed and replaced in its entirety by the Section 14 provided below:

14. The Maintaining Agency may be subject to inspections of traffic signals and traffic signal systems by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient traffic signal(s) or intersection control beacon(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

Seminole County _____, Florida
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: Noranne B. Downs

Title: _____

Title: District Secretary

Attest: _____
(Seal if Applicable)

Attest: _____

Reviewed:

Attorney Date

Seminole County
Exhibit A
Fiscal Year 2010/2011

Section	MP	SR No.	Intersection	Compensation (Yes or No)	Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate x Percent)
75011.002	36.655	414	Rose Avenue	Yes	TS	\$2,622.00	50	\$1,311.00
77002	37.144	414	Eden Park Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77002	37.642	414	Magnolia Homes Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	0.263	15/600	Spartan Dr.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	0.738	15/600	Obrien Rd.	Yes	TS	\$2,622.00	67	\$1,756.74
77010	1.042	15/600	Lake of the Woods Blvd.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	1.265	15/600	Fire Station # 22	No	ES	\$2,622.00	0	\$0.00
77010	1.300	15/600	Prairie Lake Drive	No	TS	\$2,622.00	(50)	\$0.00
77010	1.554	15/600	Fernwood Blvd.	Yes	TS	\$2,622.00	67	\$1,756.74
77010	1.748	15/600	SR 436	Yes	TS	\$2,622.00	100	\$2,622.00
77010	3.386	15/600	Dogtrack Rd./Seminola Blvd.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	3.882	15/600	Laura St.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	4.510	15/600	SR 434	Yes	TS	\$2,622.00	100	\$2,622.00
77010	5.701	15/600	Raven Ave./Shepard Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	6.250	15/600	General Hutchinson Pkwy.	Yes	TS	\$2,622.00	67	\$1,756.74
77010	7.088	15/600	SR 419/CR 427 (west)	Yes	TS	\$2,622.00	75	\$1,966.50
77010	7.308	15/600	CR 427 (east)	Yes	TS	\$2,622.00	50	\$1,311.00
77010	8.141	15/600	County Home Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	8.447	15/600	Bargain Blvd. (Flea World)	Yes	TS	\$2,622.00	67	\$1,756.74
77010	8.566	15/600	N. Bush Blvd.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	8.912	15/600	Lake Minnie Dr./Collins Dr.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	9.346	15/600	Lake Mary Blvd.	Yes	TS	\$2,622.00	50	\$1,311.00
77010	10.325	15/600	CR 427A (Airport Blvd.)	Yes	TS	\$2,622.00	50	\$1,311.00
77010	10.893	15/600	SR 417	Yes	TS	\$2,622.00	100	\$2,622.00
77010	11.646	15/600	SR 46 (east)/CR 46A (25th St.)	Yes	TS	\$2,622.00	75	\$1,966.50
77010	16.784	15/600	CR 15 (Upsala Rd.)	Yes	TS	\$2,622.00	67	\$1,756.74
77010	16.816	15/600	I-4 wb on-ramp/boat ramp(Monroe Rd)	Yes	TS	\$2,622.00	75	\$1,966.50
77020	0.187	US 441	Overland Rd.	Yes	TS	\$2,622.00	67	\$1,756.74
77030	0.863	46	Longwood Markham Rd/Wekiva Park Dr	No	TS	\$2,622.00	(50)	\$0.00
77030	3.475	46	CR 431 (Orange Ave.)	Yes	TS	\$2,622.00	50	\$1,311.00
77030	4.140	46	Lake Forrest Blvd.	Yes	TS	\$2,622.00	67	\$1,756.74
77030	4.397	46	International Parkway	Yes	TS	\$2,622.00	67	\$1,756.74
77030	4.783	46	Wayside Dr./N. Oregon St.	Yes	TS	\$2,622.00	50	\$1,311.00
77030	4.943	46	I-4 (WB off-ramp)/N. Oregon St.	Yes	TS	\$2,622.00	100	\$2,622.00
77030	5.060	46	I-4 (EB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77030	5.418	46	Rinehart Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77030	5.920	46	CR 15 (Upsala Rd.)	Yes	TS	\$2,622.00	50	\$1,311.00
77030	7.150	46	Airport Blvd. (realignment)/Bevier Rd	Yes	TS	\$2,622.00	50	\$1,311.00
77030	7.421	46	CR 427A (OLD Airport Blvd.)	Yes	TS	\$2,622.00	50	\$1,311.00
77040	2.614	46	Fire Station # 41	No	ES	\$2,622.00	0	\$0.00
77040	3.056	46	Beardall Ave.	Yes	ICB	\$2,622.00	50	\$328.00
77040	3.660	46	SR 415/Lake Mary Blvd	Yes	TS	\$2,622.00	50	\$1,311.00
77040	10.697	46	Fire Station # 42	No	ES	\$2,622.00	0	\$0.00

Seminole County
Exhibit A
Fiscal Year 2010/2011

Section	MP	SR No.	Intersection	Compensation (Yes or No)	Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate x Percent)
77040	11.047	46	CR 426	Yes	TS	\$2,622.00	50	\$1,311.00
77060	0.226	426	Hall Rd./Howell Branch Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77060	0.000	426	Old Howell Branch Rd.	Yes	TS	\$2,622.00	67	\$1,756.74
77060	0.637	426	Trinity Prep School	Yes	TS	\$2,622.00	67	\$1,756.74
77060	1.162	426	Tuskawilla Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77060	1.417	426	Deep Lake Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77060	1.553	426	SR 417 (SB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77060	1.654	426	SR 417 (NB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77060	2.201	426	CR 425 (Dean Rd.)	Yes	TS	\$2,622.00	50	\$1,311.00
77060	2.500	426	Loma Vista Place/Via Loma Place	Yes	ICB	\$2,622.00	50	\$328.00
77060	2.739	426	Aloma Woods Blvd	Yes	TS	\$2,622.00	50	\$1,311.00
77060	3.955	426	Chapman Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77060	4.498	426	Slavia Rd.	Yes	TS	\$2,622.00	67	\$1,756.74
77060	5.073	426	Red Bug Lake Rd./Mitchell Hammock Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77060	6.992	426	SR 434/419	Yes	TS	\$2,622.00	100	\$2,622.00
77070	2.330	419	Layer Elementary School	Yes	TS	\$2,622.00	67	\$1,756.74
77070	6.911	419/434	SR 417 (SB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77070	7.020	419/434	SR 417 (NB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77070.002	0.174	419/434	Consolidated Services	Yes	TS	\$2,622.00	67	\$1,756.74
77070.002	1.334	419/434	Central Winds Park	No	TS	\$2,622.00	67	\$0.00
77070.002	2.02	419/434	Tuskawilla Rd	Yes	TS	\$2,622.00	50	\$1,311.00
77080	0.019	436	Line Drive	Yes	TS	\$2,622.00	67	\$1,756.74
77080	0.303	436	Balmy Beach Dr.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	0.650	436	Hunt Club Blvd.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	1.036	436	Bear Lk. Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	1.487	436	Post Lk. Pl./Forest Lk. Academy	Yes	TS	\$2,622.00	50	\$1,311.00
77080	1.754	436	Forest City Fire Station	No	ES	\$2,622.00	0	\$0.00
77080	1.840	436	Academy Dr./Lk. Brantley Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	2.082	436	Pearl Lk. Cswy./Willow Ave.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	2.593	436	SR 434	Yes	TS	\$2,622.00	100	\$2,622.00
77080	3.250	436	Orange Ave.	No	TS	\$2,622.00	(67)	\$0.00
77080	3.416	436	Weathersfield Ave.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	3.866	436	Lynchfield Ave./Frances Dr.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	3.987	436	Grace Blvd.	Yes	TS	\$2,622.00	100	\$2,622.00
77080	4.467	436	I-4 (WB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77080	4.554	436	I-4 (EB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77080	5.922	436	CR 427 south (Maitland Ave.)	Yes	TS	\$2,622.00	50	\$1,311.00
77080	7.148	436	Anchor Rd.	Yes	TS	\$2,622.00	67	\$1,756.74
77080	7.619	436	Plaza Ent. (Bed and Bath)	Yes	TS	\$2,622.00	50	\$1,311.00
77080	7.944	436	Fern Park Blvd.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	9.463	436	Lk. Howell Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77080	9.708	436	Lk. Howell Sq./Carmel-by-the-Lake	Yes	TS	\$2,622.00	50	\$1,311.00
77080	9.966	436	Lk. Howell Ln.	Yes	TS	\$2,622.00	50	\$1,311.00

Seminole County
Exhibit A
Fiscal Year 2010/2011

Section	MP	SR No.	Intersection	Compensation (Yes or No)	Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate x Percent)
77080	10.505	436	Howell Branch Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	2.887	434	Sand Lake Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	3.559	434	Lk. Brantley Dr.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	3.988	434	Wekiva Springs Ln./Manor Ave.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	4.338	434	Gum St./Springs Blvd.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	4.929	434	Markham Woods Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	5.122	434	I-4 (WB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77120	5.188	434	I-4 (EB off-ramp)	Yes	TS	\$2,622.00	100	\$2,622.00
77120	5.325	434	Raymond Ave./Longwood Village	Yes	TS	\$2,622.00	50	\$1,311.00
77120	6.152	434	Tollgate Trail	Yes	TS	\$2,622.00	67	\$1,756.74
77120	6.323	434	Palm Springs Dr./Sheridan Ave.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	7.868	434	CR 427 (Longwood Ave.)	Yes	TS	\$2,622.00	50	\$1,311.00
77120	9.376	434	Sun Shadow Dr./ Golf Terr Apts.	Yes	TS	\$2,622.00	50	\$1,311.00
77120	11.282	434	SR 419	Yes	TS	\$2,622.00	75	\$1,966.50
77120.001	0.030	434	SR 414 (Maitland Blvd.)	Yes	TS	\$2,622.00	100	\$2,622.00
77120.001	1.554	434	Orange Ave.	Yes	TS	\$2,622.00	50	\$1,311.00
77160	8.33	I-4	Lk. Mary (off-ramp EB)	Yes	TS	\$2,622.00	33	\$865.26
77160	8.33	I-4	Lk. Mary (off-ramp WB)	Yes	TS	\$2,622.00	33	\$865.26
77160	10.491	I-4	CR 46A (off-ramp EB)	Yes	TS	\$2,622.00	33	\$865.26
77160	10.491	I-4	CR 46A (off-ramp WB)	Yes	TS	\$2,622.00	33	\$865.26
77170	0.000	434	McCulloch Rd.	No	TS	\$2,622.00	50	\$0.00
77170	0.264	434	Palm Valley Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77170	1.008	434	Carrigan Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77170	2.025	434	Chapman Rd.	Yes	TS	\$2,622.00	50	\$1,311.00
77470	3.670	417	Red Bug Lake Rd (NB Ramp)	No	TS	\$2,622.00	33	\$0.00
77470	3.670	417	Red Bug Lake Rd (SB Ramp)	No	TS	\$2,622.00	33	\$0.00
77470	11.380	417	CR 427 (NB Ramp)	No	TS	\$2,622.00	33	\$0.00
77470	11.380	417	CR 427 (SB Ramp)	No	TS	\$2,622.00	33	\$0.00
77470	14.480	417	CR 46A (eb off)	No	TS	\$2,622.00	33	\$0.00
77470	14.480	417	CR 46A (wb off)	No	TS	\$2,622.00	33	\$0.00
77470	16.900	417	Rinehart Rd. (east)	No	TS	\$2,622.00	33	\$0.00
77470	16.900	417	Rinehart Rd. (west)	No	TS	\$2,622.00	33	\$0.00
77470	11.580	417	Lake Mary Blvd. (east)	No	TS	\$2,622.00	33	\$0.00
77470	11.580	417	Lake Mary Blvd. (west)	No	TS	\$2,622.00	33	\$0.00

\$160,702.88

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $\$675 \times (2/3) = \450

Unit Rates per 100% State Intersections

Traffic Signals:		Intersection Control Beacons:
FY 07-08	\$2,400	\$0
08-09	\$2,472	\$0
09-10	\$2,546	\$0
10-11	\$2,622	$0.25 \times \$2,622 = \656
11-12	\$2,701	$0.25 \times \$2,701 = \675
12-13	\$2,782	$0.25 \times \$2,782 = \696

Beginning with FY 07-08, the Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

CONTRACT NO. AM 625
FINANCIAL PROJECT NO. 41301978301
F.E.I.D. NO. FS04000351003

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of Sept, 2002, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and Seminole County, Florida, a political subdivision of the State of Florida, herein called the "Maintaining Agency".

WITNESSETH:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044, F.S. and 335.055, F.S., to enter into this Agreement; and

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations as identified in Exhibit A. Flashing beacons, emergency signals, and school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

2. The Maintaining Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agrees with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs), and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

3. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Maintaining Agency.

4. The Maintaining Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and signal systems to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer and be contingent upon an engineering report or documentation of engineering judgment prepared by, or for, the Maintaining Agency in accordance with Section 1A.09, Engineering Study and Engineering Judgment, of the MUTCD, recommending such changes and signed and sealed by a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall send a signed/sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

5. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file.

6. The Maintaining Agency and the Department shall develop the Exhibit A, which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals added during previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under 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 three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

7. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

8. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

9. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

10. An entity or affiliate who has been placed 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 any public entity, and may not transact business with any public entity.

11. 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

12. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. 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 shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to

entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one 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 one year.

14. The Maintaining Agency may be subject to inspections of traffic signals and traffic signal systems by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient traffic signal(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

15. The Maintaining Agency may enter into Agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such Agreements to the Department.

16. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

17. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

19. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

20. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

SEMINOLE COUNTY, FLORIDA
(Maintaining Agency)

By: [Signature]
(Authorized Signature)

Print/Type Name: DARYL G. McLAIN

Title: Chairman, Board of County Commissioners

Attest: [Signature]
MARYANNE MORSE (Seal if Applicable)
Clerk of the Circuit Court

REVIEWED:

[Signature] 8-23-2002
Attorney Date

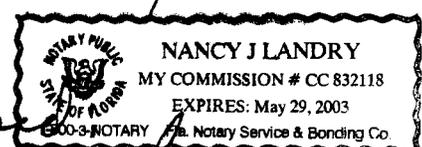
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: [Signature]
(Authorized Signature)

Print/Type Name: George Gilhoolley

Title: Director of Operations

Attest: [Signature]



[Signature]
DOT Adm.



EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY

Effective Date: 07/01/02 To: 06/30/03

Maintaining Agency:

Intersection Locations	Compensation (Yes or No)	FDOT FY Unit Rate	Percent of State Approaches (Ex. 25, 33, 50, 75, or 100)	Total Amount (Unit Rate x Percent)
See attached sheets				

	Total Lump Sum	\$ 31,774.12
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I certify that the above traffic signals were maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of \$31,774.12.

Melanie Carrington 8/27/02
 Maintaining Agency Date
 By County Traffic Engineer

 District Traffic Operations Engineer

 Date

Traffic Signal Intersections Maintained and Operated by: Seminole County Traffic Engineering
Exhibit A

Section	MP	SR No.	Intersection	Agency	Conf.	%	fy 03	fy 04	fy 05	fy 06	fy 07
77002	37.144	414	Eden Park Rd.	Seminole County	x	50	\$259.00				
77002	37.642	414	Magnolia Homes Rd.	Seminole County	x	50	\$259.00				
77010	0.263	15/600	Spartan Dr.	Seminole County	x	50	\$259.00				
77010	0.738	15/600	Obrien Rd.	Seminole County	x	67	\$347.06				
77010	1.042	15/600	Lake of the Woods Blvd.	Seminole County	x	50	\$259.00				
77010	1.265	15/600	Fire Station # 22	Seminole County	ES	0	\$0.00				
77010	1.554	15/600	Fernwood Blvd.	Seminole County	x	67	\$347.06				
77010	1.748	15/600	SR 436	Seminole County	x	100	\$518.00				
77010	3.386	15/600	Dogtrack Rd./Seminola Blvd.	Seminole County	x	50	\$259.00				
77010	4.510	15/600	SR 434	Seminole County	x	100	\$518.00				
77010	5.701	15/600	Raven Ave./Shepard Rd.	Seminole County	x	50	\$259.00				
77010	6.250	15/600	General Hutchinson Pkwy.	Seminole County	x	67	\$347.06				
77010	7.088	15/600	SR 419/CR 427 (west)	Seminole County	x	75	\$388.50				
77010	7.308	15/600	CR 427 (east)	Seminole County	x	50	\$259.00				
77010	8.141	15/600	County Home Rd.	Seminole County	x	50	\$259.00				
77010	8.447	15/600	Bargain Blvd. (Flea World)	Seminole County	x	67	\$347.06				
77010	8.566	15/600	N. Bush Blvd.	Seminole County	x	50	\$259.00				
77010	9.346	15/600	Lake Mary Blvd.	Seminole County	x	50	\$259.00				
77010	10.325	15/600	CR 427A (Airport Blvd.)	Seminole County	x	50	\$259.00				
77010	10.893	15/600	SR 417	Seminole County	x	100	\$518.00				
77010	11.646	15/600	SR 46 (east)/CR 46A (25th St.)	Seminole County	x	75	\$388.50				
77010	16.784	15/600	CR 15 (Upsala Rd.)	Seminole County	x	67	\$347.06				
77010		15/600	Interstate 4 wb on-ramp/boat ramp	Seminole County	x	75	\$388.50				
77020	0.187	US 441	Overland Rd.	Seminole County	x	67	\$347.06				
77030	3.475	46	CR 431 (Orange Ave.)	Seminole County	x	50	\$259.00				
77030	4.140	46	Lake Forrest Blvd.	Seminole County	x	67	\$347.06				
77030		46	International Parkway	Seminole County	x	67	\$347.06				
77030	4.783	46	Wayside Dr./N. Oregon St.	Seminole County	x	50	\$259.00				
77030	4.943	46	I-4 (WB off-ramp)/N. Oregon St.	Seminole County	x	100	\$518.00				
77030	5.060	46	I-4 (EB off-ramp)	Seminole County	x	100	\$518.00				
77030	5.418	46	Rinehart Rd.	Seminole County	x	50	\$259.00				
77030	5.920	46	CR 15 (Upsala Rd.)	Seminole County	x	50	\$259.00				
77030	7.421	46	CR 427A (Airport Blvd.)	Seminole County	x	50	\$259.00				
77040	2.614	46	Fire Station # 41	Seminole County	ES	0	\$0.00				
77040	3.056	46	Beardall Ave.	Seminole County	FB	0	\$0.00				
77040	3.660	46	SR 415	Seminole County	x	67	\$347.06				
77040	10.697	46	Fire Station # 42	Seminole County	ES	0	\$0.00				

Seminole County

Traffic Signal Intersections Maintained and Operated by: Seminole County Traffic Engineering
Exhibit A

77040	11.047	46	CR 426	Seminole County	x	50	\$259.00				
77060	0.226	426	Hall Rd./Howell Branch Rd.	Seminole County	x	50	\$259.00				
77060		426	Old Howell Branch Rd.	Seminole County	x	67	\$347.06				
77060	0.637	426	Trinity Prep School	Seminole County	x	67	\$347.06				
77060	1.162	426	Tuskawilla Rd.	Seminole County	x	50	\$259.00				
77060	1.553	426	SR 417 (SB off-ramp)	Seminole County	x	100	\$518.00				
77060	1.654	426	SR 417 (NB off-ramp)	Seminole County	x	100	\$518.00				
77060	2.201	426	CR 425 (Dean Rd.)	Seminole County	x	50	\$259.00				
77060	2.739	426	Aloma Woods Blvd	Seminole County	x	50	\$259.00				
77060	3.955	426	Chapman Rd.	Seminole County	x	50	\$259.00				
77060	4.498	426	Slavia Rd.	Seminole County	x	67	\$347.06				
77060	5.073	426	Red Bug Lake Rd./Mitchell Hammock Rd.	Seminole County	x	50	\$259.00				
77060	6.992	426	SR 434/419	Seminole County	x	100	\$518.00				
77070	0.174	419/434	Consolidated Services	Seminole County	x	67	\$347.06				
77070	2.020	419/434	Tuskawilla Rd	Seminole County	x	50	\$259.00				
77070	6.911	419/434	SR 417 (SB off-ramp)	Seminole County	x	100	\$518.00				
77070	7.020	419/434	SR 417 (NB off-ramp)	Seminole County	x	100	\$518.00				
77080	0.303	436	Balmy Beach Dr.	Seminole County	x	50	\$259.00				
77080	0.650	436	Hunt Club Blvd.	Seminole County	x	50	\$259.00				
77080	1.036	436	Bear Lk. Rd.	Seminole County	x	50	\$259.00				
77080	1.487	436	Post Lk. Pl./Forest Lk. Academy	Seminole County	x	50	\$259.00				
77080	1.754	436	Forest City Fire Station	Seminole County	ES	0	\$0.00				
77080	1.840	436	Academy Dr./Lk. Brantley Rd.	Seminole County	x	50	\$259.00				
77080	2.082	436	Pearl Lk. Cswy./Willow Ave.	Seminole County	x	50	\$259.00				
77080	2.593	436	SR 434	Seminole County	x	100	\$518.00				
77080	3.416	436	Weathersfield Ave.	Seminole County	x	50	\$259.00				
77080	3.866	436	Lynchfield Ave./Frances Dr.	Seminole County	x	50	\$259.00				
77080		436	Grace Blvd.	Seminole County	x	100	\$518.00				
77080	4.467	436	I-4 (WB off-ramp)	Seminole County	x	100	\$518.00				
77080	4.554	436	I-4 (EB off-ramp)	Seminole County	x	100	\$518.00				
77080	5.922	436	CR 427 south (Maitland Ave.)	Seminole County	x	50	\$259.00				
77080	7.148	436	Anchor Rd.	Seminole County	x	67	\$347.06				
77080	7.619	436	Plaza Ent. (Bed and Bath)	Seminole County	x	50	\$259.00				
77080	7.944	436	Fern Park Blvd.	Seminole County	x	50	\$259.00				
77080	9.463	436	Lk. Howell Rd.	Seminole County	x	50	\$259.00				
77080	9.708	436	Lk. Howell Sq./Carmel-by-the-Lake	Seminole County	x	50	\$259.00				
77080	9.966	436	Lk. Howell Ln.	Seminole County	x	50	\$259.00				
77080	10.505	436	Howell Branch Rd.	Seminole County	x	50	\$259.00				
77120	0.030	434	SR 414 (Maitland Blvd.)	Seminole County	x	100	\$518.00				

Seminole County

Traffic Signal Intersections Maintained and Operated by: Seminole County Traffic Engineering
Exhibit A

77120	1.554	434	Orange Ave.	Seminole County	x	50	\$259.00						
77120	2.887	434	Sand Lake Rd.	Seminole County	x	50	\$259.00						
77120	3.559	434	Lk. Brantley Dr.	Seminole County	x	50	\$259.00						
77120	3.988	434	Wekiva Springs Ln./Manor Ave.	Seminole County	x	50	\$259.00						
77120	4.338	434	Gum St./Springs Blvd.	Seminole County	x	50	\$259.00						
77120	4.929	434	Markham Woods Rd.	Seminole County	x	50	\$259.00						
77120	5.122	434	I-4 (WB off-ramp)	Seminole County	x	100	\$518.00						
77120	5.188	434	I-4 (EB off-ramp)	Seminole County	x	100	\$518.00						
77120	5.325	434	Raymond Ave./Longwood Village	Seminole County	x	50	\$259.00						
77120	6.152	434	Tollgate Trail	Seminole County	x	67	\$347.06						
77120	6.323	434	Palm Springs Dr./Sheridan Ave.	Seminole County	x	50	\$259.00						
77120	7.868	434	CR 427 (Longwood Ave.)	Seminole County	x	50	\$259.00						
77120	9.376	434	Sun Shadow Dr./ Golf Terr Apts.	Seminole County	x	50	\$259.00						
77120	11.282	434	SR 419	Seminole County	x	75	\$388.50						
77120		434	Central Winds Park	Seminole County	x	67	\$347.06						
77160	10.491	I-4	CR 46A (off-ramp EB)	Seminole County	x	33	\$170.94						
77160	10.491	I-4	CR 46A (off-ramp WB)	Seminole County	x	33	\$170.94						
77160	8.330	I-4	Lk. Mary (off-ramp EB)	Seminole County	x	33	\$170.94						
77160	8.330	I-4	Lk. Mary (off-ramp WB)	Seminole County	x	33	\$170.94						
77170	0.000	434	McCulloch Rd.	Seminole County	x	50	\$259.00						
77170	2.025	434	Chapman Rd.	Seminole County	x	50	\$259.00						
77170	1.008	434	Carrigan Rd.	Seminole County	x	50	\$259.00						
77310	nm1	417	Red Bug Lake Rd (NB Ramp)	Seminole County	x	33	\$170.94						
77310	nm2	417	Red Bug Lake Rd (SB Ramp)	Seminole County	x	33	\$170.94						
77310	nm3	417	CR 427 (NB Ramp)	Seminole County	x	33	\$170.94						
77310	nm4	417	CR 427 (SB Ramp)	Seminole County	x	33	\$170.94						
77310		417	CR 46A (eb off)	Seminole County	x	33	\$170.94						
77310		417	CR 46A (wb off)	Seminole County	x	33	\$170.94						
77310		417	Rinehart Rd. (east)	Seminole County	x	33	\$170.94						
77310		417	Rinehart Rd. (west)	Seminole County	x	33	\$170.94						
77310		417	Lake Mary Blvd. (east)	Seminole County	x	33	\$170.94						
77310		417	Lake Mary Blvd. (west)	Seminole County	x	33	\$170.94						

\$31,774.12

Seminole County

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each Fiscal Year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the Percent of State Road Approaches to Total Approaches.

Example: For a intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount will be: $\$518 \times (2/4) = \259

Unit Rates per 100% State Intersections

FY 02-03	\$ 518
03-04	\$1,599
04-05	\$2,196
05-06	\$2,262
06-07	\$2,330

Beginning FY 07-08, the Unit Rate for each fiscal year will be 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable by the Department.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Timothy D. Hudson and Molly Hudson

DEPARTMENT: County Attorney's Office

DIVISION: Litigation

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT: 7257

MOTION/RECOMMENDATION:

Authorization to foreclose the mortgage on the Hudson vacant residential property which secures the promissory note provided to Seminole County to settle a breach of contract lawsuit which arose from Mr. Hudson's default on Affordable Housing Funding Agreements entered into with Seminole County. Mr. Hudson has defaulted on the scheduled payments under the note and mortgage. The balance owed by Mr. Hudson is \$27,500.00.

District 5 Brenda Carey

Robert A. McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends that the Board authorize a foreclosure lawsuit to foreclose the mortgage on the Hudson vacant residential property which secures the promissory note provided to Seminole County to settle a breach of contract lawsuit which arose from Mr. Hudson's default on Affordable Housing Funding Agreements entered into with Seminole County. Mr. Hudson has defaulted on the scheduled payments under the note and mortgage. The balance owed by Mr. Hudson is \$27,500.00.

ATTACHMENTS:

1. Timothy D. Hudson and Molly Hudson

<p>Additionally Reviewed By: No additional reviews</p>



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Robert A. McMillan, County Attorney

FROM: David G. Shields, Assistant County Attorney *David G. Shields*

CONCUR: Michele Saunders, Director/Community Services *Michele Saunders*

DATE: September 18, 2009

Subject: Foreclosure on Timothy D. Hudson and Molly Hudson's property.

This memorandum requests that the Board of County Commissioners (BCC) authorize a foreclosure lawsuit to foreclose the mortgage on the Hudson property which secures the promissory note provided to Seminole County. Pursuant to the note and mortgage, Mr. Hudson was to pay a total of \$47,500.00 to Seminole County Government to settle a breach of contract lawsuit which arose from a default on Affordable Housing Funding Agreements entered into with Seminole County. Mr. Hudson paid the initial \$20,000.00 as required under the note and mortgage, but he has not made any subsequent payments.

I BACKGROUND

On July 24, 2007, the BCC approved a mediated settlement agreement with Mr. Hudson in a breach of contract action. Under the settlement and in accordance with the Court's final judgment, Mr. Hudson was to deliver a cashier's check in the amount of \$20,000.00, payable to Seminole County Government within ten (10) days of July 24, 2007. This payment was made by Mr. Hudson. At the same time, Mr. Hudson also delivered a promissory note and mortgage in the amount of \$27,500.00 payable as follows:

- On or before July 28, 2008 payment of \$10,000.00,
- On or before July 29, 2009 payment of \$10,000.00; and
- On or before April 24, 2011 payment of \$ 7,500.00.

Mr. Hudson is in default on the July 28, 2008 and July 29, 2009 payments.

The collateral under the mortgage is a vacant residential property which is located on 15th Street in Sanford, Florida and is legally described as follows:

Lot 14, less the west 5 feet, amended plat Elnora Square, according to the plat thereof as recorded in Deed Book 113, Page 482, of the Public Records of Seminole County, Florida.

A location map is attached as Exhibit A.

The Seminole County Property Appraiser reports a market value of \$20,295.00 for the subject property. A foreclosure title report has been obtained for the subject property and it indicates there are no liens superior to the County's mortgage. Therefore, there appears to be significant equity in the subject property to make foreclosure of the mortgage worthwhile to attempt to recover at least part of the outstanding debt.

II RECOMMENDATION:

County Staff recommends that the BCC authorize the filing of a Foreclosure action to recover the debt owed to Seminole County.

DGS/dre

Attachment

Exhibit A – Location Map

P:\Users\Dedge\My Documents\Mem\Agenda Item Hudson Foreclosure.Doc

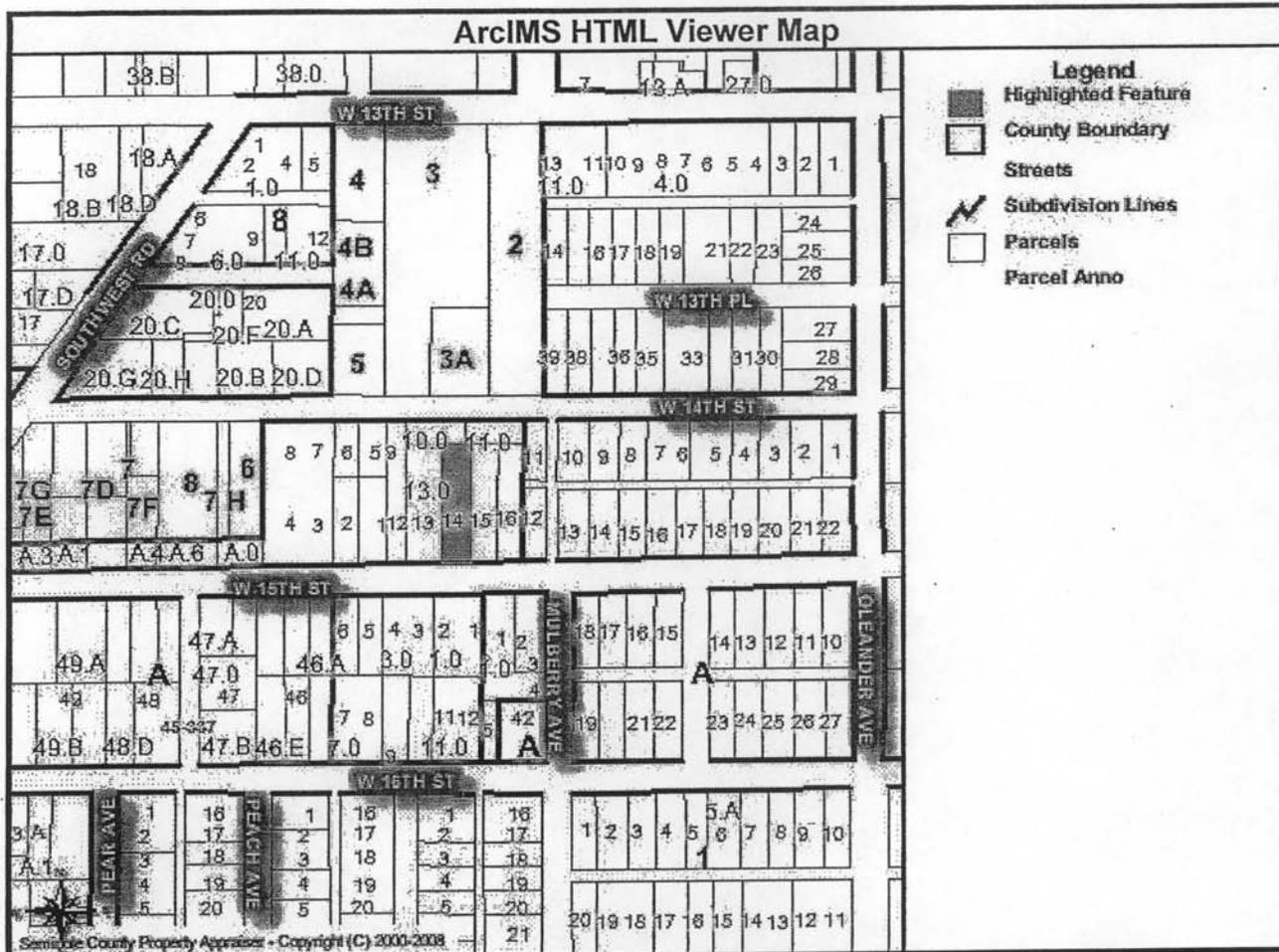


EXHIBIT A

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll Approval Lists; BCC Minutes; Clerk's Received and Filed

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Sandy McCann **EXT:** 7662

MOTION/RECOMMENDATION:

Approval of Expenditure Approval List dated September 28, 2009; and Payroll Approval List dated October 1, 2009; approval of BCC Official Minutes dated October 13, 2009; Clerk's "Received and Filed" - for information only.

County-wide

Susan Krause

BACKGROUND:

See attached Clerk's Report for 10/27/09.

ATTACHMENTS:

1. Clerk's Report 10-27-09

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 *JK* CONTACT: Sandy McCann EXT. 7662

Agenda Date 10-27-2009 Regular Consent Work Session Briefing

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists
Approval of BCC Official Minutes

BACKGROUND:

1. Expenditure Approval List dated September 28, 2009; and Payroll Approval List dated October 1, 2009
2. BCC Official Minutes dated October 13, 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 27, 2009**

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL LIST AND PAYROLL APPROVAL LIST

Expenditure Approval List dated September 28, 2009; and Payroll Approval List dated October 1, 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 October 13, 2009.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only.

1. E-mails dated October 1 and October 2 to Gary Bryant, CH2M Hill, from Bruce McMenemy, and to Bruce McMenemy from Gary Bryant, CH2M Hill, re: retainage issues and outstanding invoices for contract PS-5190-05.
2. E-mail to Drew Jeter, CH2M Hill, from Bruce McMenemy re: retainage and pending invoices for PS-5190-05 Agreement.
3. E-mails to Cindy Coto, County Manager, from Bruce McMenemy re: Stairmaster Treadmill for Station 27.
4. E-mails to Bruce McMenemy and Commissioner Carey, from Cindy Coto, County Manager, Re: Parks Travel to Salt Lake City Conference.
5. E-mails to Cindy Coto, County Manager, from Bruce McMenemy, and to Bruce McMenemy from Susan Krause, re: Leadership Training Course on P-Card.
6. Third Amendment to CC-1220-09.

7. Close out for Work Order #3 to CC-2183-07.
8. Close out for Work Order #5 to CC-2184-07.
9. Work Order #40 to RFP-0225-05.
10. Change Order #2 to Work Order #19 to CC-1284-06.
11. Change Order #5 to Work Order #29 to CC-1075-06.
12. Work Order #42 to CC-1075-06.
13. Work Order #11 to RFP-4277-09.
14. Work Order #23 to PS-5175-04.
15. Work Order #7 to RFP-4277-09.
16. Addendum #2 to Amended and Restated Colonial Grand Heathrow Reserve PUD DCA.
17. Customer Agreement for Reclaimed Water Rates and Reclaimed Water Flow, Distribution, Delivery and Spray Easement for Lake Mary Westin.
18. Parks Contract for Joe Gasparini.
19. Performance Bonds #70790614, #70790632, #70790615, #70787600, #70790629, and #70790639 for RFP-4277-09, Clarkson Concepts, Inc.
20. Work Order #55 to PS-1529-06.
21. Memorandum to Cindy Coto, County Manager, from Frank Raymond, Administrative Services Director, re: Approval of Invoices from Expired Agreement (M-3640-08).
22. Work Orders #8 & #9 to RFP-4277-09.
23. Third Amendment to RFP-4259-05.
24. Amendment #1 to Work Order #31 to PS-0381-06.
25. Work Order #14 to RFP-4277-09.
26. Work Order #10 to RFP-4277-09.
27. Work Orders #12 & #13 to RFP-4277-09.

28. Parks Contracts with Charles Condon, Stanley Ransom, Sr., Eddie Rodriguez, and Rolland Shea.
29. Priority Use and Lease Agreement with Seminole Softball Club.
30. Facilities Use Agreement with CMA of Orlando.
31. First Amendment to M-4519-09.
32. Change Order #7 to CC-2702-07.
33. Amendment #1 to Work Order #109 to PS-5165-04.
34. Amendment #2 to Work Order #2 to PS-5192-05.
35. Amendment #1 to CC-4533-09.
36. Work Order #27 to CC-1284-06.
37. Amendment #2 to Work Order #2 to PS-2051-07.
38. Bids as follows: IFB-600727-09; IFB-600736-09; CC-4813-09 & CD; RFP-600742-09; and RFP-600738-09.

III. CLERK'S BRIEFING

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** RFP-600742-09/GMG - Residential Solid Waste Collection Services**DEPARTMENT:** Administrative Services**DIVISION:** Purchasing and Contracts**AUTHORIZED BY:** Frank Raymond**CONTACT:** Betsy Cohen**EXT:** 7112**MOTION/RECOMMENDATION:**

Award RFP-600742-09/GMG - Residential Solid Waste Collection Services to Waste Pro of Florida, Inc., Longwood (Service Area 1), and Veolia ES Solid Waste Southeast, Inc., Apopka (Service Area 2).

County-wide

Ray Hooper

BACKGROUND:

RFP-600742-09/GMG provides for qualified firms with demonstrated experience and qualifications in providing residential curbside Solid Waste, Recyclable Materials, and Yard Waste collection services. The County currently has Franchise agreements for these services areas that expire on March 31, 2010. The Franchise Agreement for Service Area 3 has previously been extended and amended for Waste Pro of Florida, Inc. by the Board, and the subject RFP addresses Service Areas 1 and 2. The services include the following: Solid Waste (Residential waste and yard waste) Collection (curbside); Recyclable Material - Collection (curbside); Bulk Waste Collection (curbside); White Goods Collection (curbside); Mandatory Side Door Collection; Optional Side Door Collection (entire neighborhoods and individual residences). Over 65,000 households in the unincorporated County receive the subject services. Each Service area Contractor provides services in a Franchised Service Area defined by the County with over 21,000 customers. Individual dwelling units have four (4) service level collection choices. The Franchise Agreement designates the Seminole County Central Transfer Station (CTS) and the Osceola Road Landfill (Landfill) as the facilities where all solid waste and yard waste are to be delivered. The CTS is the designated facility where all recyclable materials are to be delivered.

This project was publicly advertised and the County received nine (9) responsive proposals in response to the solicitation. The firms were evaluated on project understanding and approach; ability to perform; corporate qualifications; relevant experience and operating record; and price proposal to determine the overall best value. The Evaluation Committee which consisted of Lisa Dunning, Program Coordinator, Environmental Services Department; Johnny Edwards, Solid Waste Manager, Environmental Services Department; Kathy Moore, MSBU Program Manager, Fiscal Services Department; Andrew Neff, Director, Environmental Services Department; and Sabrina O'Bryan, Assistant County Manager, evaluated the proposals. The Committee recommends the Exclusive Residential Franchise Agreement for Service Area #1 to be awarded to Waste Pro of Florida, Inc. for a total of \$248,505.11 per month (\$2,982,061.32 annually). Staff recommends the Exclusive Residential Franchise Agreement for Service Area #2 to be awarded to Veolia ES Solid Waste Southeast, Inc. for a total of \$233,670.61 per month (\$2,804,047.32 annually). Please note that the subject Agreements

also provide pricing for optional services that homeowners may elect, the prices were considered in the evaluation of price proposals, and that the haulers bill homeowners directly for the optional services as applicable. The prices may also go up or down over time based on changing numbers of unincorporated customers and inflation factors in the Agreement.

Additionally, staff evaluated the potential for savings based on the economy of scale by awarding both Agreements to a single vendor. The highest rated single vendor proposal would present a monthly savings of \$943.07 (0.2%), for the County, when compared to the staff recommendation. For the non-price related evaluation criteria (project understanding and approach; ability to perform; corporate qualifications; and relevant experience and operating record) the evaluation committee rated the recommended option (two separate vendors) higher than the single vendor option.

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-600742-09/GMG - Residential Solid Waste Collection Services to Waste Pro of Florida, Inc., Longwood (Service Area 1) and Veolia ES Solid Waste Southeast, Inc., Apopka (Service Area 2).

ATTACHMENTS:

1. Tabulation Sheet
2. Cost Comparison
3. Draft Agreement
4. Evaluations for Service Area #1
5. Evaluations for Service Area #2

Additionally Reviewed By: No additional reviews

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

RFP NUMBER: RFP-600742-09/GMG
 RFP TITLE: Residential Solid Waste Collection Services
 DUE DATE: September 23, 2009 at 2:00 P.M.

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

Page 1 of 1

Response 1	Response 2	Response 3	Response 4	Response 5
Advanced Disposal Services Central Florida, LLC 405 Thorpe Road Orlando, FL 32824 Walter H. Hall, Jr. 407-251-9600 – Phone 407-251-9200 – Fax	Choice Environmental Services, Inc. 204 North Park Avenue Sanford, FL 32771 Neal Rodrigue 407-321-2755 – Phone 407-321-4150 - Fax	DisposAll P.O. Box 161417 Altamonte Springs, FL 32716 Disqualified Charles Munsey 407-522-0201 – Phone 407-522-0202	Emerald Waste Services 1378-A South Volusia Ave. Orange city, FL 32763 Bob Shires 800-535-9533 – Phone 386-774-1383 - Fax	Republic Services of Florida LP d/b/a Republic Services of Orlando 11255 Rocket Blvd. Orlando, FL 32824 Brian Short 407-293-8000 – Phone 407-296-2758 - Fax

➤ **Failure to submit required**

Financial Capability information

Response 6	Response 7	Response 8	Response 9	Response 10
Southern Waste Systems LLC 790 Hillbrath Dr. Lantana, FL 33462 Anthony Badala 561-441-9095 – Phone 561-582-6985 -Fax	Veolia ES Solid Waste Southeast, Inc. 1964 S. Orange Blossom Tr Apopka, FL 32703 William Stubblebine 407-464-0664 – Phone 407-464-0488 - Fax	Waste Management Inc. of Florida 3510 Rio Vista Avenue Orlando, FL 32805 David McConnell 407-650-8662 – Phone 407-849-9829 - Fax	Waste Pro of Florida, Inc. 2101 W. S.R. 434 Longwood, FL 32779 Robert J. Hyres 407-869-8800 – Phone 407-869-8884 - Fax	Waste Services of Florida, Inc. 1099 Miller Dr. Altamonte Springs, FL Dennis G. Pantano 407-261-5000 - Phone 407-831-3054 – Fax

The evaluation criteria is as follows:

- Project Understanding and Approach: (0 – 5 Points)
- Corporate Qualifications: (0 - 5 Points)
- Ability to Perform: (0 – 10 Points)
- Relevant Experience and Operating Record: (0 – 15 Points)
- Price Proposal: (0 – 65 Points)

Opened and tabulated by Gloria M. Garcia and Betsy Cohen – Posted: 9/23/2009 @ 4:00 PM
 Evaluation Meeting: October 2, 2009 at 9:00 AM; Admin Services Conference Room , 200 W County Home Rd., Sanford, FL
 2nd Evaluation Meeting: October 9, 2009 at 9:00 AM; Admin Services Conference Room – 200 W. County Home Rd., Sanford, FL
 3rd Evaluation Meeting: October 14, 2009 at 2:30 PM; Admin Services Conference Room – 200 W. County Home Rd., Sanford, FL

Recommendation of Award: TBD

	Advanced	Choice	DisposALL	Emerald	Republic	Southern	Veolia	Waste Mgt	Waste Pro	Waste Serv	
C-1 (1)	\$272,364.07	\$296,133.41	\$249,953.38	\$285,414.72	\$256,333.45	\$238,659.72	\$252,997.68	\$331,408.80	\$250,605.11	\$260,736.49	
Percentage	0.57	0.52	0.62	0.54	0.61	0.65	0.61	0.47	0.62	0.59	
C-1 (2)	\$263,467.58	\$300,635.63	\$245,573.57	\$323,131.62	\$241,991.49	\$288,715.96	\$235,978.51	Limitations	\$252,056.71	\$256,513.43	
Percentage	0.58	0.51	0.62	0.47	0.63	0.53	0.65		0.61	0.60	
Combined C-1 (1&2)	\$535,831.65	\$596,769.04	\$495,526.95	\$608,546.34	\$498,324.94	\$527,375.68	\$488,976.19	Limitations	\$502,661.82	\$517,249.92	
Percentage	0.59	0.53	0.64	0.52	0.64	0.60	0.65		0.63	0.61	
C-2 (1)	\$272,364.07	\$295,551.13	\$249,953.38	\$285,414.72	\$255,252.55	\$282,373.74	\$251,469.72	Companies were unable to participate due to contractual prohibition regarding Service Level 3			\$260,736.49
Percentage	0.60	0.55	0.65	0.57	0.64	0.58	0.65				0.62
C-2 (2)	\$263,467.58	\$290,224.19	\$245,573.57	\$323,131.62	\$240,928.29	\$275,934.60	\$234,475.33				\$256,513.43
Percentage	0.58	0.53	0.62	0.47	0.63	0.55	0.65				0.59
Combined C-2 (1&2)	\$535,831.65	\$585,775.32	\$495,526.95	\$608,546.34	\$496,180.84	\$558,308.34	\$485,945.05				\$517,249.92
Percentage	0.59	0.54	0.64	0.52	0.64	0.57	0.65				0.61

TABLE C-1	Advanced Disposal Services				Choice Environmental Services				Dispos-ALL				Emerald Waste Services				Republic Services				Southern Waste Systems			
	Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing	
Service Area #1																								
Service Choice 1	12.68	15,901	\$201,624.68		13.6	15,901	\$216,253.60		11.55	15,901	\$183,656.55		12.99	15,901	\$206,553.99		11.95	15,901	\$190,016.95		11.17	15,901	\$177,614.17	
Service Choice 2	12.1	2,370	\$28,677.00		13.18	2,370	\$31,236.60		11.44	2,370	\$27,112.80		12.99	2,370	\$30,786.30		11.66	2,370	\$27,634.20		10.91	2,370	\$25,856.70	
Service Choice 3	11.43	1,335	\$15,259.05		12.93	1,335	\$17,261.55		11.21	1,335	\$14,965.35		12.99	1,335	\$17,341.65		10.58	1,335	\$14,124.30		9.83	1,335	\$13,123.05	
Service Choice 4	11.27	2,012	\$22,675.24		12.68	2,012	\$25,512.16		10.94	2,012	\$22,011.28		12.99	2,012	\$26,135.88		10.5	2,012	\$21,126.00		9.7	2,012	\$19,516.40	
Option Side Door			\$26.48																					\$12.14
Ent Neighborhood	19.86	200	\$3,972.00		27.95	200	\$5,590.00		10.5	200	\$2,100.00		21.89	200	\$4,378.00		16.2	200	\$3,240.00		12.14	200	\$2,428.00	
Per Dwelling Unit	15.61	10	\$156.10		27.95	10	\$279.50		10.74	10	\$107.40		21.89	10	\$218.90		19.2	10	\$192.00		12.14	10	\$121.40	
		Subtotal	\$272,364.07				\$296,133.41				\$249,953.38				\$285,414.72				\$256,333.45				\$238,659.72	
Service Area #2																								
Service Choice 1	12.46	14,747	\$183,747.62		14.08	14,747	\$207,637.76		11.55	14,747	\$170,327.85		14.98	14,747	\$220,910.06		11.35	14,747	\$167,378.45		14.24	14,747	\$209,997.28	
Service Choice 2	12.1	2,085	\$25,228.50		13.61	2,085	\$28,376.85		11.44	2,085	\$23,852.40		14.98	2,085	\$31,233.30		11.12	2,085	\$23,185.20		12.52	2,085	\$26,104.20	
Service Choice 3	11.43	2,592	\$29,626.56		13.36	2,592	\$34,629.12		11.21	2,592	\$29,056.32		14.98	2,592	\$38,828.16		11.12	2,592	\$28,823.04		12.09	2,592	\$31,337.28	
Service Choice 4	11.27	1,840	\$20,736.80		13.11	1,840	\$24,122.40		10.94	1,840	\$20,129.60		14.98	1,840	\$27,563.20		10.42	1,840	\$19,172.80		10.34	1,840	\$19,025.60	
Option Side Door			\$26.48																					\$12.56
Ent Neighborhood	19.86	200	\$3,972.00		27.95	200	\$5,590.00		10.5	200	\$2,100.00		21.89	200	\$4,378.00		16.2	200	\$3,240.00		10.63	200	\$2,126.00	
Per Dwelling Unit	15.61	10	\$156.10		27.95	10	\$279.50		10.74	10	\$107.40		21.89	10	\$218.90		19.2	10	\$192.00		12.56	10	\$125.60	
		Subtotal	\$263,467.58				\$300,635.63				\$245,573.57				\$323,131.62				\$241,991.49				\$288,715.96	

TABLE C-2	Advanced Disposal Services				Choice Environmental Services				Dispos-ALL				Emerald Waste Services				Republic Services				Southern Waste Systems			
	Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing	
Service Area #1																								
Service Choice 1	12.68	15,901	\$201,624.68		13.52	15,901	\$214,981.52		11.55	15,901	\$183,656.55		12.99	15,901	\$206,553.99		11.95	15,901	\$189,221.90		13.41	15,901	\$213,232.41	
Service Choice 2	12.1	2,370	\$28,677.00		13.29	2,370	\$31,497.30		11.44	2,370	\$27,112.80		12.99	2,370	\$30,786.30		11.61	2,370	\$27,515.70		12.49	2,370	\$29,601.30	
Service Choice 3	11.43	1,335	\$15,259.05		12.95	1,335	\$17,288.25		11.21	1,335	\$14,965.35		12.99	1,335	\$17,341.65		10.53	1,335	\$14,057.55		11.49	1,335	\$15,339.15	
Service Choice 4	11.27	2,012	\$22,675.24		12.88	2,012	\$25,914.56		10.94	2,012	\$22,011.28		12.99	2,012	\$26,135.88		10.45	2,012	\$21,025.40		10.74	2,012	\$21,608.88	
Option Side Door			\$26.48																					\$11.72
Ent Neighborhood	19.86	200	\$3,972.00		27.95	200	\$5,590.00		10.5	200	\$2,100.00		21.89	200	\$4,378.00		16.2	200	\$3,240.00		12.3	200	\$2,460.00	
Per Dwelling Unit	15.61	10	\$156.10		27.95	10	\$279.50		10.74	10	\$107.40		21.89	10	\$218.90		19.2	10	\$192.00		13.2	10	\$132.00	
		Subtotal	\$272,364.07				\$295,551.13				\$249,953.38				\$285,414.72				\$255,252.55				\$282,373.74	
Service Area #2																								
Service Choice 1	12.46	14,747	\$183,747.62		13.52	14,747	\$199,379.44		11.55	14,747	\$170,327.85		14.98	14,747	\$220,910.06		11.3	14,747	\$166,641.10		13.41	14,747	\$197,757.27	
Service Choice 2	12.1	2,085	\$25,228.50		13.29	2,085	\$27,709.65		11.44	2,085	\$23,852.40		14.98	2,085	\$31,233.30		11.07	2,085	\$23,080.95		12.49	2,085	\$26,041.65	
Service Choice 3	11.43	2,592	\$29,626.56		12.95	2,592	\$34,629.12		11.21	2,592	\$29,056.32		14.98	2,592	\$38,828.16		11.12	2,592	\$28,693.44		11.49	2,592	\$29,782.08	
Service Choice 4	11.27	1,840	\$20,736.80		12.88	1,840	\$23,699.20		10.94	1,840	\$20,129.60		14.98	1,840	\$27,563.20		10.37	1,840	\$19,080.80		10.74	1,840	\$19,761.60	
Option Side Door			\$26.48																					\$11.72
Ent Neighborhood	19.86	200	\$3,972.00		27.95	200	\$5,590.00		10.5	200	\$2,100.00		21.89	200	\$4,378.00		16.2	200	\$3,240.00		12.3	200	\$2,460.00	
Per Dwelling Unit	15.61	10	\$156.10		27.95	10	\$279.50		10.74	10	\$107.40		21.89	10	\$218.90		19.2	10	\$192.00		13.2	10	\$132.00	
		Subtotal	\$263,467.58				\$290,224.19				\$245,573.57				\$323,131.62				\$240,928.29				\$275,934.60	

TABLE C-3	Advanced Disposal Services				Choice Environmental Services				Dispos-ALL				Emerald Waste Services				Republic Services				Southern Waste Systems			
	Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing	
Service Area #1																								
Service Choice 1		15,901	\$223,886.08		14.08	15,901	\$206,553.99		12.99	15,901	\$206,553.99		12.12	15,901	\$192,720.12		15.901	200	\$3,284.00		16.42	200	\$3,284.00	
Service Choice 2		2,370	\$32,255.70		13.61	2,370	\$30,786.30		12.99	2,370	\$30,786.30		11.83	2,370	\$28,037.10		2,370	10	\$194.20		19.42	10	\$194.20	
Service Choice 3		1,335	\$17,835.60		13.36	1,335	\$17,341.65		12.99	1,335	\$17,341.65		10.75	1,335	\$14,351.25		1,335	10	\$194.20		10.67	10	\$194.20	
Service Choice 4		2,012	\$26,377.32		13.11	2,012	\$26,135.88		12.99	2,012	\$26,135.88		10.67	2,012	\$21,468.04		2,012	10	\$194.20		10.67	10	\$194.20	
Option Side Door																								
Ent Neighborhood		200	\$5,590.00		27.95	200	\$4,378.00		21.89	200	\$4,378.00		16.42	200	\$3,284.00		200	10	\$194.20		16.42	200	\$3,284.00	
Per Dwelling Unit		10	\$279.50		27.95	10	\$218.90		21.89	10	\$218.90		19.42	10	\$194.20		10	10	\$194.20		19.42	10	\$194.20	
		Subtotal	\$306,224.20				\$285,414.72				\$285,414.72				\$260,054.71				\$260,054.71				\$260,054.71	
Service Area #2																								
Service Choice 1		14,747	\$207,637.76		14.08	14,747	\$220,910.06		14.98	14,747	\$220,910.06		11.53	14,747	\$170,032.91		14,747	10	\$194.20		11.53	14,747	\$170,032.91	
Service Choice 2		2,085	\$28,376.85		13.61	2,085	\$31,233.30		14.98	2,085	\$31,233.30		11.3	2,085	\$23,560.50		2,085	10	\$194.20		11.3	2,085	\$23,560.50	
Service Choice 3		2,592	\$34,629.12		13.36	2,592	\$38,828.16		14.98	2,592	\$38,828.16		11.3	2,592	\$29,289.60		2,592	10	\$194.20		11.3	2,592	\$29,289.60	
Service Choice 4		1,840	\$24,122.40		13.11	1,840	\$27,563.20		14.98	1,840	\$27,563.20		10.6	1,840	\$19,504.00		1,840	10	\$194.20		10.6	1,840	\$19,504.00	
Option Side Door																								
Ent Neighborhood		200	\$5,590.00		27.95	200	\$4,396.00		21.98	200	\$4,396.00		16.43	200	\$3,286.00		200	10	\$194.30		16.43	200	\$3,286.00	
Per Dwelling Unit		10	\$279.50		27.95	10	\$219.80		21.98	10	\$219.80		19.43	10	\$194.30		10	10	\$194.30		19.43	10	\$194.30	
		Subtotal	\$300,635.63				\$323,150.52				\$323,150.52				\$245,867.31				\$245,867.31				\$245,867.31	

Veolia ES Solida Waste Southeast				Waste Management				Waste Pro of Florida				Waste Services of Florida			
Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing	
11.72	15,901	\$186,359.72		16.05	15,901	\$255,211.05		11.92	15,901	\$189,539.92		11.99	15,901	\$190,652.99	
11.59	2,370	\$27,468.30		13.7	2,370	\$32,469.00		11.07	2,370	\$26,235.90		11.9	2,370	\$28,203.00	
11.12	1,335	\$14,845.20		14.35	1,335	\$19,157.25		10.47	1,335	\$13,977.45		11.7	1,335	\$15,619.50	
10.88	2,012	\$21,890.56		12	2,012	\$24,144.00		9.32	2,012	\$18,751.84		11.5	2,012	\$23,138.00	
11.59	200	\$2,318.00		2	200	\$400.00		10	200	\$2,000.00		14.8	200	\$2,960.00	
11.59	10	\$115.90		2.75	10	\$27.50		10	10	\$100.00		16.3	10	\$163.00	
		\$252,997.68				\$331,408.80				\$250,605.11				\$260,736.49	
11.14	14,747	\$164,281.58			14,747										
10.99	2,085	\$22,914.15			2,085			12.24	14,747	\$180,503.28		11.99	14,747	\$176,816.53	
10.59	2,592	\$27,449.28			2,592			11.39	2,085	\$23,748.15		11.9	2,085	\$24,811.50	
10.34	1,840	\$19,025.60			1,840			10.79	2,592	\$27,967.68		11.7	2,592	\$30,326.40	
								9.64	1,840	\$17,737.60		11.65	1,840	\$21,436.00	
10.99	200	\$2,198.00			200			10	200	\$2,000.00		14.8	200	\$2,960.00	
10.99	10	\$109.90			10			10	10	\$100.00		16.3	10	\$163.00	
		\$235,978.51								\$252,056.71				\$256,513.43	
11.65	15,901	\$185,246.65			15,901							11.99	15,901	\$190,652.99	
11.52	2,370	\$27,302.40			2,370							11.9	2,370	\$28,203.00	
11.05	1,335	\$14,751.75			1,335							11.7	1,335	\$15,619.50	
10.81	2,012	\$21,749.72			2,012							11.5	2,012	\$23,138.00	
11.52	200	\$2,304.00			200							14.8	200	\$2,960.00	
11.52	10	\$115.20			10							16.3	10	\$163.00	
		\$251,469.72												\$260,736.49	
11.07	14,747	\$163,249.29			14,747							11.99	14,747	\$176,816.53	
10.92	2,085	\$22,768.20			2,085							11.9	2,085	\$24,811.50	
10.52	2,592	\$27,267.84			2,592							11.7	2,592	\$30,326.40	
10.27	1,840	\$18,896.80			1,840							11.65	1,840	\$21,436.00	
10.92	200	\$2,184.00			200							14.8	200	\$2,960.00	
10.92	10	\$109.20			10							16.3	10	\$163.00	
		\$234,475.33												\$256,513.43	

Veolia ES Solida Waste Southeast				Waste Management				Waste Pro of Florida				Waste Services of Florida			
Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing		Rate Per Month	# Cust	Estimated Monthly Billing	
	15,901			16.05	15,901	\$255,211.05		11.62	15,901	\$184,769.62		15.99	15,901	\$254,256.99	
	2,370			13.7	2,370	\$32,469.00		10.77	2,370	\$25,524.90		15.9	2,370	\$37,683.00	
	1,335			14.35	1,335	\$19,157.25		10.17	1,335	\$13,576.95		15.7	1,335	\$20,959.50	
	2,012			12	2,012	\$24,144.00		9.02	2,012	\$18,148.24		15.5	2,012	\$31,186.00	
	200			2	200	\$400.00		10	200	\$2,000.00		19.8	200	\$3,960.00	
	10			2.75	10	\$27.50		10	10	\$100.00		19.3	10	\$193.00	
										\$244,119.71				\$348,238.49	
	14,747				14,747			11.94	14,747	\$176,079.18		15.99	14,747	\$235,804.53	
	2,085				2,085			11.09	2,085	\$23,122.65		15.9	2,085	\$33,151.50	
	2,592				2,592			10.49	2,592	\$27,190.08		15.7	2,592	\$40,694.40	
	1,840				1,840			9.34	1,840	\$17,185.60		15.65	1,840	\$28,796.00	
	200				200			10	200	\$2,000.00		19.8	200	\$3,960.00	
	10				10			10	10	\$100.00		19.3	10	\$193.00	
										\$245,677.51				\$342,599.43	

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Not for Execution

**SOLID WASTE COLLECTION FRANCHISE AGREEMENT
RESIDENTIAL COLLECTION SERVICE**

THIS AGREEMENT made and entered into this ____ day of _____, 200__ 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 _____, a corporation authorized to conduct business in Florida, whose address is _____ (hereinafter referred to as "Contractor").

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 Residential Solid Waste Collection Services, Residential Yard Waste Collection Services, Residential Recycling Collection Services, Residential Side Door Collection Services, and Residential On-Call Collection Services in unincorporated Seminole County; and

WHEREAS, Contractor is competent and qualified to provide Residential Solid Waste Collection Services, Residential Yard Waste Collection Services, Residential Recycling Collection Services, Residential Side Door Collection Services, and Residential On-Call Collection in unincorporated Seminole County, and desires to provide its professional services according to the terms and conditions outlined herein,

NOW THEREFORE, for and in consideration of the mutual benefits to flow from each to the other, the parties herein 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 Contractor to undertake any conduct which is contrary to Federal, State, or local law. The following terms are defined as follows:

(a) Agreement. This written document and all written amendments to it.

(b) Biological Waste. Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, animals which died from disease, and other wastes capable of transmitting pathogens to humans or animals.

(c) Biomedical Waste. Solid Waste or liquid waste which may present a threat of infection to humans. Biomedical Waste includes those wastes which may cause disease or harbor pathogenic organisms, including but not limited to, wastes from human and veterinary clinics and hospitals, such as tissue, blood, discarded bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

(d) Bulk Waste. Any item whose large size or weight precludes or complicates its handling by normal collection, processing, or disposal methods, such as, but not limited to furniture, lawn equipment and push mowers with fluids removed, furnaces, bicycles (excluding motorized vehicles and motors for vehicles such as but not limited to, cars, trucks, motorcycles, riding lawn mowers, and boats), or similar items not having a useful purpose to the owner or abandoned

by the owner and not included within the definition of Garbage. Bulk Waste does not include Yard Waste or Special Waste. Bulk Waste does include material from minor household repairs and minor remodeling jobs in an amount equivalent to three (3) standard garbage containers or less, and must be generated by a Customer from a Dwelling Unit in Contractor's Service Area.

(e) Calendar Year. The period between January 1 of a given year and December 31 of the same year during the term of this Agreement.

(f) Collection. The process whereby Residential Solid Waste, Garbage, White Goods, Bulk waste, Yard Waste, or Recyclable Material is removed and transported to a County Designated Disposal Facility.

(g) Commercial Solid Waste. Any Garbage, Bulk Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes Garbage, Bulk Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have more than four (4) residential units using commercial container collection services; and (vi) other sites that do not generate Residential Solid Waste. Commercial Solid Waste shall not include any material that is Special Waste or recovered materials.

(h) Complaint. Any report of dissatisfaction, and/or failure or neglect to provide the services outlined herein to a Dwelling Unit in Contractor's Service Area, as further described herein.

(i) 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 a minimal amount of waste other than C&D with C&D shall not cause it to be classified as other than C&D.

(j) Container. Any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A Container is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage or yard waste receptacle. Such container, including waste materials, shall not exceed fifty (50) gallons in capacity and fifty (50) pounds in weight, unless a Contractor implements (with written authorization from Contract Administrator or designee) an automated or semi-automated collection system requiring the use of some other standard container compatible with Contractor's equipment supplied by Contractor and approved by County.

(k) 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.

(l) Contractor. Any person or entity serving as an independent contractor, including its employees, servants, partners, principals, agents, joint-venturers and affiliated subsidiaries, that has obtained

from County a franchise to provide the services set forth in this Agreement.

(m) Curbside. That area of the road access serving as parkway, shoulder, or yard for the Dwelling Unit.

(n) Customer. Any person residing within a Dwelling Unit.

(o) Designated Disposal Facility. The solid waste management facility designated by County for receiving Solid Waste, Yard Waste, White Goods, Bulk Waste, or Recyclable Material under this Agreement.

(p) Dwelling Unit. Any residence with kitchen facilities for the housing of a single family whether such a residence is a detached structure or a unit of a multiple family building where each unit receives individual collection.

(q) Fiscal Year. The period between October 1 of a given year and September 30 of the following year during the term of this Agreement.

(r) Garbage. Putrescible waste which generally includes, but is 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 attributed to residential activities. Garbage shall not include any material that falls within the definition of Special Waste.

(s) Hazardous Waste. Solid Waste or a combination of Solid Wastes which, because of quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, an increase in mortality, or an increase in serious irreversible or incapacitating reversible illness, or may pose a

substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

(t) Mobile Home Park. A community of mobile homes where individual mobile home lots are in single ownership.

(u) Mobile Home Park Services. Commercial container collection provided by a vendor to any mobile home park or mobile home subdivision containing five (5) or more mobile homes.

(v) Mobile Home Subdivision. A community of mobile homes where individual mobile home lots are individually owned.

(w) Non-conforming Waste. Material not acceptable for collection when mixed in the specified waste stream collected.

(x) Operating Hours. The hours between 6:00 a.m. and 8:00 p.m. Monday through Friday, during which time Contractor shall be authorized to provide Residential Collection Services under this Agreement.

(y) Recyclable Material or Recyclables. Materials which are capable of being recycled as determined by County under County's Recycling Program, and which would otherwise be processed or disposed of as Solid Waste. Recyclable Material includes newspapers, magazines, catalogs, telephone directories, corrugated cardboard, brown paper bags, pasteboard (e.g. cereal, tissue and soda boxes); plastic containers numbered 1-7; clear, green and brown glass; and aluminum and steel cans (including empty aerosol cans) and other materials that the County, at its discretion, may add or remove from the program.

(z) Recycle Bin. The container intended for use as a receptacle for Recyclable Material. Nothing shall preclude Contractor from collecting Recyclable Material in a container other than that described herein.

(aa) Residential On-Call Collection Services. The process, or any portion of the process, by which White Goods or Bulk Waste are collected, transported and disposed of at the Designated Disposal Facility in accordance with the Agreement.

(bb) Residential Recycling Collection Services. The process, or any portion of the process, relating to the Curbside collection, truckside separation, and sorting of Recyclable Material by Contractor from Dwelling Units in the franchised Service Area, and the transportation of the Recyclable Material to the Designated Disposal Facility in accordance with the Agreement.

(cc) Residential Side Door Collection Services. The process, or any portion of the process, relating to the Side Door collection by which Solid Waste, Recyclable Material, Yard Waste, White Goods, and Bulk Waste are collected, transported, and disposed of at the Designated Disposal Facility in accordance with the Agreement.

(dd) Residential Solid Waste. All Solid Waste originating from residential Dwelling Units.

(ee) Residential Solid Waste Collection Services. The process, or any portion of the process, by which Solid Waste is collected, transported, and disposed of at the Designated Disposal Facility in accordance with the Agreement.

(ff) Residential Yard Waste Collection Services. The process, or any portion of the process, by which Yard Waste is collected, transported, and disposed of at the Designated Disposal Facility in accordance with the Agreement.

(gg) Route. The area serviced by one (1) collection vehicle on a single day for all Residential Collection Services. Each route shall be consistent with the maps provided by Contractor and have a specific start location and time and a specific finish location. Each route shall run in a consistent street sequence under normal collection conditions with the vehicle identified by Contractor as designated for that particular route.

(hh) Service or Collection Services. This term includes collectively, or in part: Residential Solid Waste Collection Services, Residential Recycling Collection Services, Residential Yard Waste Collection Services, Residential On-Call Collection Services, Residential Side Door Collection Services, Commercial Solid Waste, and Recycling Collection Services in unincorporated Seminole County or any combination of services thereof.

(ii) Service Area. That portion of the unincorporated area of County, as set forth herein, for which Contractor has an executed Agreement to provide Services.

(jj) Service Level Choices. The frequency and type of services selected by a Dwelling Unit. Four (4) distinct Service Level Choices are available to Dwelling Units: (Option 1) Solid Waste collection frequency twice per week with Recycling and Yard Waste collection once per week; (Option 2) Solid Waste collection frequency twice per week

with Recycling collection once per week; (Option 3) Solid Waste, Recycling and Yard Waste collection frequency once per week; (Option 4) Solid Waste and Recycling collection frequency once per week.

(kk) Single-Family Residence. A building or structure designed or constructed for, and capable of use as, a residence for one (1) family regardless of the type of structure. Such term includes a mobile home or trailer that is erected on a separate parcel of property and not located within a mobile home park or subdivision utilizing commercial container collection service.

(ll) Solid Waste. Garbage, Rubbish, Yard Waste, White Goods, and furniture.

(mm) Special Waste. Wastes that require special handling and management, including but not limited to, White Goods, waste tires, used oil, lead acid batteries, construction and demolition debris, ash residue, Yard Waste, Biological Waste, and mercury containing devices or lamps.

(nn) Street. Open public right-of-way or dedicated right-of-way with passable access or private road access.

(oo) Tag. Informative literature left at a Dwelling Unit by Contractor when Solid Waste, Recyclables, or Yard Waste are not acceptable for collection.

(pp) Training Program. Contractor's employee training program. The program shall include customer service and contract requirements training and driver route, safety, environmental, and equipment training.

(qq) Uncontrollable Forces. An 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.

(rr) White Goods. Inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar large, domestic appliances.

(ss) Yard Waste. Vegetative matter resulting from landscaping maintenance, and includes materials such as tree and shrub trimmings, grass clippings, and palm fronds generated by a Customer from a Dwelling Unit in the Service Area. Yard Waste items shall not exceed four (4) feet in length, four (4) inches in diameter, or fifty (50) pounds in weight, and shall not include C&D, or home improvement and remodeling debris. Natural Christmas trees shall be collected annually as Yard Waste from all homes in the Service Area.

Section 2. Term.

(a) Subject to the termination provisions contained in Section 17 of this Agreement, the term of this Agreement shall be for an eight (8) year period beginning April 1, 2010 and ending March 31, 2018, unless terminated earlier as provided herein.

(b) During the Agreement, the parties may mutually agree to extend the terms and conditions of this Agreement up to five (5) additional years when it is in their best interests to do so. The parties' option to extend this Agreement does not obligate either

party to agree to extend the Agreement, nor is it intended to vest any contract or property right in either party related to term extensions. In the event that the parties do not extend this Agreement, County may solicit bids, requests for proposal, or provide such services in the manner County deems to be in its best interests.

Section 3. Commencement of Services. The services provided by Contractor under this Agreement shall commence effective April 1, 2010.

Section 4. Services Provided by Contractor.

(a) Exclusive Franchise District Granted. Contractor is granted an exclusive franchise district to provide Residential Solid Waste Collection Services, Residential Yard Waste Collection Services, Residential Recycling Collection Services, Residential Side Door Collection Services, and Residential On-Call Collection Services as defined in this Agreement for the Service Area depicted in Exhibit "A," attached hereto and incorporated herein. Contractor shall deliver all Solid Waste, Recyclable Material, Yard Waste, Bulk Waste, and White Goods from Residential Dwelling Units in the Service Area to Designated Disposal Facilities as set forth in Exhibit "B," attached hereto and incorporated herein. No other entity except Contractor may offer or provide Residential Collection Services in the Service Area. However, Contract Administrator reserves the right to provide community clean up days as provided herein. Adjustments to Service Area boundaries due to municipal annexation, incorporation, or contraction shall be as provided by general law.

(b) Services Provided by Contractor. Contractor shall provide Collection Services to all Dwelling Units in the Service Area. Contractor may, at its discretion, offer services to the Customer in the Service Area beyond the description of services and the scope of this Agreement.

(c) Construction and Land Clearing. Contractor shall have no exclusive right or obligation to pick up materials generated in the construction of buildings and structures or the clearing of land and preparation of sites for construction within the Service Area.

(d) Individual Hauling. Contractor acknowledges that the Customer shall have the right to transport or individually contract for the transport of Solid Waste, Yard Waste, Recyclable Material, Bulk Waste, and White Goods that are generated on the property owned or occupied by the Customer to any Designated Disposal Facility.

(e) Operations in the Event of a Natural Disaster.

(1) In the event of a hurricane, tornado, major storm, tropical storm, freeze, severe disturbance, riot, natural disaster, or other such event, Contract Administrator, in his/her sole discretion, may grant Contractor a variance from regular routes and schedules. As soon as practicable after such event, Contract Administrator shall advise Contractor when normal routes and schedules shall be resumed. In the event of a disaster, Contractor agrees to do all work as required by Contract Administrator, both within and outside of Contractor's Service Area. All equipment and personnel of Contractor shall be available to County in the event of a disaster. Contractor, and its subsidiaries and affiliates, shall use their best efforts to

equally assist all affected jurisdictions, including County. Contract Administrator shall, through the local news media, attempt to inform the public when regular services may be resumed. The clean-up from some natural disasters may require that Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the natural disaster.

(2) In the event Contract Administrator requires services beyond what is required of Contractor, considering any reduction of regular service during such disaster, Contractor shall receive extra compensation above the normal compensation contained in this Agreement to cover documented actual costs to at least include rental equipment, additional personnel, overtime hours, and other expenses, provided Contractor has first secured written authorization and approval from Contract Administrator prior to the work being performed. All such costs shall be audited by Contract Administrator and County Finance Manager prior to payment. The extra compensation shall be reasonable, and if Contractor and Contract Administrator cannot agree on the amount of extra compensation, the Board of County Commissioners shall make the final determination. Contractor agrees to provide the emergency services immediately upon request and the fact that the extra compensation has not been determined shall not delay the provision of service. County may contract with other parties and entities to collect and dispose of all or a portion of excessive amounts of trash, debris, or refuse which has accumulated by reason of any such event.

(f) Community Clean Up Days. Contract Administrator reserves the right to schedule and designate areas within Contractor's Service Area for community clean up without encroachment upon Contractor's exclusive franchise. Contractor shall provide up to four (4) such community clean-ups each calendar year in areas designated and scheduled by Contract Administrator. Contractor shall provide collection and hauling personnel and services and equipment at the expense of Contractor. Contractor may collect Solid Waste, Recyclable Material, Yard Waste, Bulk Waste, Tires, and White Goods in its collection vehicles or commercial containers during County designated community clean-up days. Contractor shall not collect Hazardous Waste. Contractor shall receive no additional compensation from County or bill Dwelling Units in the Service Area as a result of community clean up days.

Section 5. Residential Solid Waste Collection Services.

(a) Level of Service. Residential Solid Waste Collection Service to each Dwelling Unit shall include an unlimited number of Containers per collection day. Subject to the holiday provisions set forth hereunder, Residential Solid Waste Collection Service to Dwelling Units shall be scheduled according to the Customer's Service Choice as described in Exhibit "C," attached hereto and incorporated herein. Collection days shall be Monday and Thursday or Tuesday and Friday for Customers choosing the two (2) days a week garbage collection service. Collection days shall be Thursday or Friday for Customers choosing the one (1) day a week garbage collection service.

All Solid Waste shall be transported to a Designated Disposal Facility as described in Exhibit "B".

(b) Containers. Solid Waste shall be deposited in a Container. No filled Container shall exceed fifty (50) pounds in weight. Containers exceeding the size or weight requirements may be left at the Curbside by Contractor. Contractor shall empty all Containers. All bags used as Garbage Containers shall be collected. Contractor shall not combine Solid Waste with Yard Waste or Recyclable Material or Solid Waste from outside the Service Area. Contractor shall return Containers to the location of collection, upright with lids replaced or adjacent to Containers. Contractor shall not throw Containers.

(c) Non-conforming Waste. Non-conforming Waste mixed with Solid Waste shall be left at curbside by Contractor. Contractor shall tag the Container containing the Non-conforming Waste to indicate why the waste is non-conforming and not eligible for collection. The tags shall be provided at Contractor's expense in a format specified by Contract Administrator. Contractor shall notify Contract Administrator by 5:00 p.m. on the day of the incident, or by 9:00 a.m. on the following business day should the incident occur after 5:00 p.m., and provide Contract Administrator with the address of any Customer whose tagged Solid Waste was not collected and the reason therefor.

(d) Gratuities. Contractor's employees shall not solicit tips or gratuities of any nature from a Customer resulting from the provision of Residential Solid Waste Collection Services.

Section 6. Residential Recycling Collection Services.

(a) Level of Service. Residential Recycling Collection Service to each Dwelling Unit shall include an unlimited amount of Recyclable Material per collection day. Subject to the holiday provisions set forth hereunder, Residential Recycling Collection Service shall be provided once weekly to Dwelling Units and scheduled on the same day as one of the regular Residential Solid Waste or Yard Waste Collection days. All Recyclable Material shall be transported to a Designated Disposal Facility as listed in Exhibit "B".

(b) Recycle Bins. Recyclable Material shall be containerized as defined under Recycle Bin. Customer may use his own additional recycling containers if similar in type and suitable for the collection service. Contractor shall thoroughly empty and return the Recycle Bin to the point of collection. Contractor shall not throw a Recycle Bin.

(c) Recycling Collection. Contractor shall separate Recyclable Material into two streams at the point of collection. Newspapers, magazines, catalogs, telephone directories, corrugated cardboard, brown paper bags and pasteboard (e.g., cereal, tissue and soda boxes) shall be delivered to the Designated Disposal Facility in one stream in the collection vehicle. Plastic containers numbered 1-7; clear, green, and brown glass; and aluminum and steel cans (including empty aerosol cans) shall be delivered in a second stream in the collection vehicle to the Designated Disposal Facility. The parties recognize that Contract Administrator may, at his/her sole discretion, add or delete items or components deemed to constitute Recyclable Material to

County's Recycling Program Contractor shall not combine Recyclable Material with Solid Waste or Yard Waste.

(d) Recycle Bin Delivery. Contractor shall maintain, at its expense, an adequate supply of Recycle Bins which shall be distributed to Dwelling Units by Contractor as needed or in the event that any Dwelling Unit requires a replacement Recycle Bin or requests a supplemental Recycle Bin. Contractor shall deliver Recycle Bins by the Customer's next scheduled Residential Recycling Collection day upon notification by Contract Administrator or Customer. Title to the Recycle Bins shall remain with County at all times. Contractor shall supply recycle bins of a color, size, and design approved by Contract Administrator.

(e) Non-Conforming Waste. Non-conforming Waste may be left in the Recycle Bin. Contractor shall tag the Recycle Bin containing the Non-conforming Waste to indicate why the item was not eligible for collection. The tags shall be provided at Contractor's expense in a format specified by Contract Administrator. Contractor shall notify Contract Administrator by 5:00 p.m. on the day of incident, or by 9:00 a.m. on the following business day should the incident occur after 5:00 p.m., and provide Contract Administrator with the address of any Customer whose tagged Recyclable Materials were not collected that day and the reason therefor.

(f) Gratuities. Contractor's employees shall not solicit tips or gratuities of any nature from Customers resulting from the provision of Residential Recycling Collection Services.

Section 7. Residential Yard Waste Collection Services.

(a) Level of Service. Residential Yard Waste Collection Service to each Dwelling Unit shall include up to fifteen (15) Yard Waste Containers or tied bundles per collection day. Subject to the holiday provisions set forth hereunder, Residential Yard Waste Collection Service shall be provided on Wednesdays to Dwelling Units. All Yard Waste shall be transported to a Designated Disposal Facility as listed in Exhibit "B". Annual collection of live Christmas trees shall be collected as part of Residential Yard Waste Collection Services from all Dwelling Units.

(b) Yard Waste Containers. Yard Waste shall be containerized as defined herein or tied securely in bundles not exceeding four feet (4') in length. No branches, limbs, or cuttings shall exceed four inches (4") in diameter. No receptacle or bundle shall exceed fifty (50) gallons in capacity and fifty (50) pounds in weight. Containers exceeding the size or weight requirements, or the maximum number containers, may be left at the Curbside by Contractor. Contractor shall thoroughly empty all Yard Waste Containers and collect all bags and tied bundles, up to fifteen (15) total. Contractor shall not combine Yard Waste with Solid Waste or Recyclable Material or Yard Waste from outside the Service Area.

(c) Non-conforming Waste. Non-conforming Waste shall be left at curbside by Contractor. Contractor shall tag the Yard Waste Container or Yard Waste item determined Non-Conforming Waste to indicate why it was not eligible for collection. The tags shall be provided at Contractor's expense in a format specified by Contract

Administrator. Contractor shall notify Contract Administrator by 5:00 p.m. on the day of incident or by 9:00 a.m. the following business day, should the incident occur after 5:00 p.m. and provide Contractor Administrator the address of any Customer whose tagged Yard Waste was not collected that day and the reason therefor.

(d) Gratuities. Contractor's employees shall not solicit tips or gratuities of any nature from Customers resulting from the provision of Residential Yard Waste Collection Services.

Section 8. Residential On-Call Collection Services.

(a) Level of Service. White Goods or Bulk Waste generated by Dwelling Units in the normal course of residential use at the Dwelling Unit shall be collected on an unlimited on-call basis. Upon notification by the Customer, Contractor shall schedule a date for collection of the White Goods or Bulk Waste within three (3) working days. The Customer shall place White Goods or Bulk Waste at the usual accessible collection location. No additional compensation to Contractor shall be made for the collection of White Goods or Bulk Waste. As required by Federal law, White Goods and Bulk Waste shall be collected and transported separately to a Designated Disposal Facility as listed in Exhibit "B". White Goods shall be collected and transported in a manner which does not release refrigerants into the environment. Contractor shall not combine White Goods or Bulk Waste with any other waste, such as but not limited to, Solid Waste, Recyclable Material, Yard Waste, or Bulk Waste from outside the Service Area.

(b) Gratuities. Contractor's employees shall not solicit tips or gratuities of any nature from Customers resulting from the provision of Residential On-Call Service.

Section 9. Mandatory Side Door Collection Services.

(a) Level of Service. If no Customer of a Dwelling Unit is physically able to place Solid Waste, Recyclable Material or Yard Waste at the Curbside as determined by Contract Administrator, a Side Door location may be arranged between the Customer and Contractor at no additional charge to the Customer. No additional compensation to Contractor shall be made for Mandatory Side Door collection. All Mandatory Side Door Collection Services shall include: (1) Residential Solid Waste Collection Services; (2) Residential Recycling Collection Services; (3) Residential Yard Waste Collection Services; and (4) Residential On-Call Collection Services in the manner set forth in these Sections above. Contractor shall transport the materials to a Designated Disposal Facility as listed in Exhibit "B".

(b) Side Door Accessibility. In the event an appropriate location for Side Door service cannot be agreed upon by Customer and Contractor, Contract Administrator shall designate the location for collection.

Section 10. Optional Side Door Collection Services.

(a) Level of Service. Contractor shall, if requested by a Dwelling Unit, provide Optional Side Door Collection Service for Solid Waste, Recyclable Material, Yard Waste, Bulk Waste, or White Goods for a fee in addition to the mandatory service rate set forth in Exhibit "C". The Optional Side Door Service rate is set forth in Exhibit "C".

The Side Door location shall be arranged between Customer and Contractor. Contractor shall transport the materials to a Designated Disposal Facility as listed in Exhibit "B"

(b) Side Door Accessibility. In the event an appropriate location for optional Side Door service cannot be agreed upon by Customer and Contractor, Contract Administrator shall designate the location for collection.

Section 11. County's Billing, Collection and Payment Obligations.

(a) Responsibility. County shall be responsible for the billing and collection of payments for Dwelling Units in Contractor's Service Area receiving mandatory Services except as provided in Section 12(b) hereinbelow. County shall pay Contractor the residential collection rate set forth in Exhibit "C" for each Dwelling Unit in the Service Area. County shall make monthly payments in arrears to Contractor for the mandatory Services under this Agreement. County shall be solely responsible for the collection methodologies for mandatory Services (i.e. non-ad valorem assessment, utility billing, or otherwise). Payments from County to Contractor shall commence with the April, 2010, service month and shall be due and payable on or about the twentieth day of the month following the month during which Services were rendered.

(b) County Report to Contractor. On or before January 15, 2010, and annually thereafter for the term of this Agreement, Contract Administrator shall provide to Contractor a copy of the annual assessment roll or other collection methodologies providing a detailed listing of all Dwelling Units to receive Services. Thereafter and for

the duration of this Agreement, Contract Administrator shall promptly notify Contractor of new Dwelling Units to be serviced or deleted and monthly payments to Contractor shall be adjusted accordingly. County shall continue to accept and rescind exemptions from mandatory collection throughout the duration of the Agreement. Payment shall be prorated based upon the date of the certificate of occupancy or verification of the beginning of actual Service, whichever is later.

(c) Contractor Report to County. Annually, and within sixty (60) days of receipt of the annual assessment roll or other methodology provided by Contract Administrator, Contractor shall provide to Contract Administrator an electronic and hardcopy list of any Dwelling Unit(s) serviced but not included on the annual assessment role or other methodology provided by Contract Administrator. The electronic and hardcopy list shall be in a format approved by Contract Administrator and include the owner's name and property address with parcel identification number for any Dwelling Unit serviced but not included on the annual assessment roll or other methodology. Upon receipt of Contractor's list, Contract Administrator shall within sixty (60) days verify the Dwelling Unit address and eligibility to receive Service. If the Dwelling Unit is eligible to receive Service, monthly payments to Contractor shall be effective as of the January service month or the date Service began, whichever is later. If Contract Administrator has not received notification within sixty (60) days from Contractor, no adjustments to the payment shall be made until the next calendar year annual assessment role or until other methodology is provided to Contractor.

(d) Corrections. Contract Administrator reserves the right to correct any errors of omission or commission under the laws and rules that govern County and the collection of non-ad valorem assessments or other collection methodologies. In the event County pays Contractor for any Dwelling Unit in error, for whatever reason, Contractor shall notify Contract Administrator within thirty (30) calendar days of discovery of the erroneous payment. Upon determination of any overpayment, Contract Administrator shall verify the error and make the appropriate adjustment to Contractor's next monthly payment to correct the error.

Section 12. Contractor's Rates, Billing, Collection and Method of Collection.

(a) Contractor shall be solely responsible for the billing and collection of the optional service rates set forth in Exhibit "C" for each Dwelling Unit subscribing to optional services. The optional monthly charges may be adjusted as specified herein.

(1) Services of any nature beyond the description of mandatory Services and the scope of this Agreement shall be solely billed and collected by Contractor at a rate to be agreed upon between Contractor and Customer. Contractor may charge less than the optional monthly charges set forth herein, but shall not exceed those rates. The rates, billing, and method of collection for those services are to be arranged between Contractor and Customer.

(2) Contractor may, at its discretion, terminate any optional service herein for services beyond the description of

mandatory Services and the scope of this Agreement for Dwelling Units failing to pay for those optional services.

(3) Contractor shall provide Contract Administrator with a monthly list of Customers receiving optional services.

(b) Contractor shall be solely responsible for the billing and collection for Dwelling Units desiring to increase their level of Service, which includes but is not limited to, Dwelling Units rescinding an exemption from mandatory Solid Waste Collection. If the Dwelling Unit increases its level of Service by frequency or inclusion of Residential Yard Waste Collection Services, or rescinds its exemption from mandatory Solid Waste Collection, Contractor shall prorate the charge to the Dwelling Units based upon the rates shown in Exhibit "C". The Dwelling Unit may increase its level of Service one (1) time during the annual calendar service period. If after two (2) billing cycles, the Dwelling Unit fails to submit payment to Contractor for the full amount of the prorated service level increase, Contractor may lower the Service Level Choice to the Service Level Choice compensated by County.

Section 13. Rate Adjustments.

(a) Consumer Price Index (CPI) Adjustments. As provided in the schedules detailed in Sections 13(c) and (d) herein, the rates paid to the Contractor shall be adjusted by the Consumer Price Index for All Urban Consumers (CPI-U), series CUURS0000SAO as published by the United States (U.S.) Bureau of Labor Statistics, at commencement of contract services and annually thereafter.

(b) Fuel Index Adjustments. As provided in the schedules detailed in Sections 13(c) and (e), the rates paid to the Contractor shall be adjusted by the Weekly Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Sales by All Sellers (CPI-F), as reported by the United States Department of Energy, Energy Information Administration at commencement of contract services and semi-annually thereafter.

(c) Contract Start Price Correction. Ninety percent (90%) of the bid price for each of the four (4) service levels shall be adjusted for CPI-U changes. The remaining ten percent (10%) of the bid price shall be adjusted for CPI-F changes. The corrected contract start prices, effective April 1, 2010, shall be determined as follows:

$$U_{\text{corr}} = \frac{(\text{CPI-U}_{\text{Dec 2009}} - \text{CPI-U}_{\text{Aug 2009}})}{\text{CPI-U}_{\text{Aug 2009}}}$$

$$F_{\text{corr}} = \frac{(\text{CPI-F}_{\text{Dec 2009}} - \text{CPI-F}_{\text{Aug 2009}})}{\text{CPI-F}_{\text{Aug 2009}}}$$

$$P_{\text{Start}} = (0.90)(1 + U_{\text{corr}})(P_{\text{Bid}}) + (0.10)(1 + F_{\text{corr}})(P_{\text{Bid}})$$

where:

- P_{Start} = Start price effective April 1, 2010
- P_{Bid} = Bid price submitted by Contractor
- U_{corr} = CPI-U correction factor
- F_{corr} = CPI-F correction factor

(d) Annual CPI-U Adjustments. Ninety percent (90%) of the contract start price for each of the four (4) service levels shall be adjusted annually for CPI-U changes. The first adjustment shall be made by comparing the annual (January 1 - December 31) CPI-U for 2010 to the CPI-U value for December 2009. The adjustment in price shall become effective on April 1, 2011. Subsequent CPI-U adjustments shall compare annual CPI-U values to the December 2009 CPI-U value as shown below.

(e) Semi-annual CPI-F Adjustments. Ten percent (10%) of the contract start price for each of the four (4) service levels shall be adjusted semi-annually for CPI-F changes. The first adjustment shall be made by comparing the first half (January 1 - June 30) CPI-F for 2010 to the CPI-F value for December 2009. The adjustment in price shall become effective on October 1, 2010. Subsequent CPI-U adjustments shall compare semi-annual CPI-F values to the December 2009 CPI-F value as shown below.

Effective Date	Adjustments	Adjusted Price
10/1/2010	$F_{\text{Oct 2010}} = (\text{CPI-F}_{\text{Jan-Jun 2010}} - \text{CPI-F}_{\text{Dec 2009}}) / \text{CPI-F}_{\text{Dec 2009}}$	$P_{\text{Oct 2010}} = (0.90)P_{\text{start}} + (0.10)(P_{\text{start}})(1 + F_{\text{Oct 2010}})$
4/1/2011	$U_{\text{Apr 2011}} = (\text{CPI-U}_{2010} - \text{CPI-U}_{\text{Dec 2009}}) / \text{CPI-U}_{\text{Dec 2009}}$	$P_{\text{Apr 2011}} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr 2011}}) +$
	$F_{\text{Apr 2011}} = (\text{CPI-F}_{\text{Jul-Dec 2010}} - \text{CPI-F}_{\text{Dec 2009}}) / \text{CPI-F}_{\text{Dec 2009}}$	$(0.10)(P_{\text{start}})(1 + F_{\text{Apr 2011}})$
10/1/2011	$F_{\text{Oct 2011}} = (\text{CPI-F}_{\text{Jan-Jun 2011}} - \text{CPI-F}_{\text{Dec 2009}}) / \text{CPI-F}_{\text{Dec 2009}}$	$P_{\text{Oct 2011}} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr 2011}}) +$
		$(0.10)(P_{\text{start}})(1 + F_{\text{Oct 2011}})$
4/1/2012	$U_{\text{Apr 2012}} = (\text{CPI-U}_{2011} - \text{CPI-U}_{\text{Dec 2009}}) / \text{CPI-U}_{\text{Dec 2009}}$	$P_{\text{Apr 2012}} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr 2012}}) +$
	$F_{\text{Apr 2012}} = (\text{CPI-F}_{\text{Jul-Dec 2011}} - \text{CPI-F}_{\text{Dec 2009}}) / \text{CPI-F}_{\text{Dec 2009}}$	$(0.10)(P_{\text{start}})(1 + F_{\text{Apr 2012}})$
10/1/2012	$F_{\text{Oct 2012}} = (\text{CPI-F}_{\text{Jan-Jun 2012}} - \text{CPI-F}_{\text{Dec 2009}}) / \text{CPI-F}_{\text{Dec 2009}}$	$P_{\text{Oct 2012}} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr 2012}}) +$
		$(0.10)(P_{\text{start}})(1 + F_{\text{Oct 2012}})$
4/1/2013	$U_{\text{Apr 2013}} = (\text{CPI-U}_{2012} - \text{CPI-U}_{\text{Dec 2009}}) / \text{CPI-U}_{\text{Dec 2009}}$	$P_{\text{Apr 2013}} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr 2013}}) +$
	$F_{\text{Apr 2013}} = (\text{CPI-F}_{\text{Jul-Dec 2012}} - \text{CPI-F}_{\text{Dec 2009}}) / \text{CPI-F}_{\text{Dec 2009}}$	$(0.10)(P_{\text{start}})(1 + F_{\text{Apr 2013}})$
10/1/2013	$F_{\text{Oct 2013}} = (\text{CPI-F}_{\text{Jan-Jun 2013}} - \text{CPI-F}_{\text{Dec 2009}}) / \text{CPI-F}_{\text{Dec 2009}}$	$P_{\text{Oct 2013}} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr 2013}}) +$
		$(0.10)(P_{\text{start}})(1 + F_{\text{Oct 2013}})$
4/1/2014	$U_{\text{Apr 2014}} = (\text{CPI-U}_{2013} - \text{CPI-U}_{\text{Dec 2009}}) / \text{CPI-U}_{\text{Dec 2009}}$	$P_{\text{Apr 2014}} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr 2014}}) +$
	$F_{\text{Apr 2014}} = (\text{CPI-F}_{\text{Jul-Dec 2013}} - \text{CPI-F}_{\text{Dec 2009}}) / \text{CPI-F}_{\text{Dec 2009}}$	$(0.10)(P_{\text{start}})(1 + F_{\text{Apr 2014}})$
10/1/2014	$F_{\text{Oct 2014}} = (\text{CPI-F}_{\text{Jan-Jun 2014}} - \text{CPI-F}_{\text{Dec 2009}}) / \text{CPI-F}_{\text{Dec 2009}}$	$P_{\text{Oct 2014}} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr 2014}}) +$
		$(0.10)(P_{\text{start}})(1 + F_{\text{Oct 2014}})$
4/1/2015	$U_{\text{Apr 2015}} = (\text{CPI-U}_{2014} - \text{CPI-U}_{\text{Dec 2009}}) / \text{CPI-U}_{\text{Dec 2009}}$	$P_{\text{Apr 2015}} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr 2015}}) +$
	$F_{\text{Apr 2015}} = (\text{CPI-F}_{\text{Jul-Dec 2014}} - \text{CPI-F}_{\text{Dec 2009}}) / \text{CPI-F}_{\text{Dec 2009}}$	$(0.10)(P_{\text{start}})(1 + F_{\text{Apr 2015}})$
10/1/2015	$F_{\text{Oct 2015}} = (\text{CPI-F}_{\text{Jan-Jun 2015}} - \text{CPI-F}_{\text{Dec 2009}}) / \text{CPI-F}_{\text{Dec 2009}}$	$P_{\text{Oct 2015}} = (0.90)(P_{\text{start}})(1 + U_{\text{Apr 2015}}) +$
		$(0.10)(P_{\text{start}})(1 + F_{\text{Oct 2015}})$

4/1/2016	$U_{\text{apr 2016}} = (\text{CPI-U}_{2015} - \text{CPI-U}_{\text{dec 2009}}) / \text{CPI-U}_{\text{dec 2009}}$	$P_{\text{apr 2016}} = (0.90)(P_{\text{start}})(1 + U_{\text{apr 2016}}) +$
	$F_{\text{apr 2016}} = (\text{CPI-F}_{\text{jul-dec 2015}} - \text{CPI-F}_{\text{dec 2009}}) / \text{CPI-F}_{\text{dec 2009}}$	$(0.10)(P_{\text{start}})(1 + F_{\text{apr 2016}})$
10/1/2016	$F_{\text{oct 2016}} = (\text{CPI-F}_{\text{jan-jun 2016}} - \text{CPI-F}_{\text{dec 2009}}) / \text{CPI-F}_{\text{dec 2009}}$	$P_{\text{oct 2016}} = (0.90)(P_{\text{start}})(1 + U_{\text{apr 2016}}) +$
		$(0.10)(P_{\text{start}})(1 + F_{\text{oct 2016}})$
4/1/2017	$U_{\text{apr 2017}} = (\text{CPI-U}_{2016} - \text{CPI-U}_{\text{dec 2009}}) / \text{CPI-U}_{\text{dec 2009}}$	$P_{\text{apr 2017}} = (0.90)(P_{\text{start}})(1 + U_{\text{apr 2017}}) +$
	$F_{\text{apr 2017}} = (\text{CPI-F}_{\text{jul-dec 2016}} - \text{CPI-F}_{\text{dec 2009}}) / \text{CPI-F}_{\text{dec 2009}}$	$(0.10)(P_{\text{start}})(1 + F_{\text{apr 2017}})$
10/1/2017	$F_{\text{oct 2017}} = (\text{CPI-F}_{\text{jan-jun 2017}} - \text{CPI-F}_{\text{dec 2009}}) / \text{CPI-F}_{\text{dec 2009}}$	$P_{\text{oct 2017}} = (0.90)(P_{\text{start}})(1 + U_{\text{apr 2017}}) +$
		$(0.10)(P_{\text{start}})(1 + F_{\text{oct 2017}})$

Note: CPI-F will be determined as a six (6) month average.

(f) Extraordinary Rate Adjustments.

(1) Contractor may petition County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator, and by all reasonable expectations will continue, or if there are changes in Federal or State law applicable to this Agreement. Contractor's request shall contain substantial proof and justification acceptable to Contract Administrator to support the need for the rate adjustment. Contract Administrator may request from Contractor such further information as may be reasonably necessary in making its determination. County shall approve or deny the request, in whole or in part, or for a limited term, within sixty (60) days of receipt of the request and all other additional information required by Contract Administrator.

(2) Changes in Contractor's means and methods of collection resulting from Contractor's election to employ differing means and collection methods, automated or semi-automated collection systems, or other Contractor means and methods shall not be the basis for rate adjustments.

Section 14. Disposal Costs and Payments.

(a) Dwelling Unit collection service costs and disposal costs shall be treated separately for the collection services provided under this Agreement. Contractor's payments for collection services are set forth in Exhibit "C".

(b) Residential disposal costs shall be part of the non-ad valorem assessment billed by County except as otherwise provided herein. Contractor shall be given a disposal credit for each residential unit as calculated in Exhibit "D," attached hereto and incorporated herein, based on the Customer's appropriate service choice. Only waste generated by Dwelling Units in the Service Area is eligible for the disposal credit.

(c) Contractor shall pay County all disposal fees incurred for disposing of waste at a Designated Disposal Facility except for the portion of disposal fees separately credited by County. Failure to pay invoices in accordance with County rate resolution in effect may result in termination of the Agreement.

(d) During the Agreement, Contractor may elect to demonstrate to County that the waste generation rate from Residential Dwelling Units in the Service Area exceeds the amount outlined in Exhibit "D". The foregoing is a one time election and County shall conduct a waste generation study in the Franchise Area to determine waste generation amounts. Contractor shall pay the cost of the waste generation study and shall provide all requested information concerning waste amounts collected by route and collection vehicle in a format specified by

Contract Administrator. Contractor shall allow County full access to collection routes and associated information.

(e) During the Agreement, the County may increase or decrease the Contractor's disposal credit allowance based on actual tonnage deliveries from the Contractor's Service Area.

Section 15. Complaints. It is the intent of this Agreement to ensure that Contractor provides a high quality level of Collection Services to Individual Dwelling Units. Any failure to provide Collection Services to Individual Dwelling Units in compliance with the provisions herein reported to Contractor shall be resolved promptly pursuant to the Agreement.

(a) Complaint Process. Individual Dwelling Unit complaints received by County shall be immediately forwarded to Contractor by telephone, facsimile, email, or other approved means. Contractor shall document and record complaints on a form approved by Contract Administrator. Contractor shall provide a confirmation number for each complaint received. Contractor shall notify Contract Administrator within twenty-four (24) hours, by approved means and using approved forms, of the action taken to resolve the complaint and corrective action, if any, to prevent occurrence of similar complaints.

(b) Claim of Damage. Contractor shall provide Contract Administrator with a full written explanation of any complaint involving a claim of damage to private or public property as a result of Contractor's actions within twenty-four (24) hours. Property damaged by Contractor shall be repaired or replaced by Contractor

within seven (7) days of the complaint. If property damaged is not repaired or replaced within seven (7) days, County may repair or replace the property and charge Contractor ten percent (10%) over the costs incurred for repair or replacement.

(c) Repair or Replacement of Containers. Garbage or Yard Waste Containers damaged, destroyed, or lost by Contractor shall be repaired or replaced by Contractor within forty-eight (48) hours. Any replacement must be similar in style, material, quality and capacity.

Section 16. Interpretation of Performance, Administrative Charges and Service Violations.

(a) Interpretation. Contract Administrator shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed by the Contractor, the manner of performance, the rate of progress of said work, the interpretation of the provisions of the Agreement, and the acceptable fulfillment of contract duties. In addition, the Contract Administrator shall determine the amount, quality, and character of the work performed. The Contractor shall have the right to appeal any decisions or findings of the Contract Administrator to the Board of County Commissioners, whose findings and conclusions shall be final and binding.

(b) Administrative Charges.

(1) Contract Administrator shall review the information submitted and levy administrative charges for each complaint received exceeding 2.5 per 1,000 customers per calendar month for the following violations:

(A) Failure to provide Collection Service to any Dwelling Unit during the regularly scheduled collection times and days.

(B) Failure to collect, transport, or dispose of Solid Waste, Recyclable Material, White Goods, or Yard Waste separately.

(C) Failure to return any Garbage Receptacle, Recycle Bin, or Yard Waste Receptacle to the collection location.

(D) Throwing of any Garbage Receptacle, Recycle Bin, or Yard Waste Receptacle after emptying the Container.

(E) Failure to immediately clean up spillage of any collected material or failure to immediately clean up leaking of vehicle fluids caused by Contractor.

(F) Failure to respond to a Customer Complaint in established time frame.

(G) Failure to completely empty any Garbage Receptacle, Recycle Bin or Yard Waste Receptacle.

(H) Failure to tag Non-conforming Waste left at the curb.

(I) Failure to comply with any provision of this Agreement not otherwise addressed hereunder.

(2) A \$30.00 administrative charge shall be levied for each complaint in excess of 2.5 per 1,000 customers in a calendar month.

(3) County shall count each complaint towards administrative charges, regardless of resolution. Notwithstanding

subsection (2) above, a complaint for failing to provide Collection Service that is resolved by the end of the collection day in which the complaint is received by the Contractor shall not be counted as a complaint.

(4) Each complaint remaining unresolved pursuant to the Agreement shall be counted as one (1) complaint per day until resolved.

(5) A \$1,000.00 administrative charge shall be levied for receipt of three (3) or more verified complaints received from the same Dwelling Unit within thirty (30) days. An additional \$1,000.00 administrative charge shall be levied for each complaint received thereafter from that same Dwelling Unit within that same period.

(c) Service Violations. Contract Administrator shall review the information submitted and levy administrative charges for each complaint received for the following service violations:

(1) Failure to deliver any waste or Recyclable Material to the appropriate Designated Disposal Facility.

(2) Failure to maintain or submit to the Contract Administrator all documents and reports required herein.

(3) Failure to obtain County approval prior to changing a route.

(4) Failure to pay disposal fees in accordance with County Rate Resolution.

(5) Failure to complete a route, impacting thirty-five (35) or more households.

(6) Failure to maintain adequate reserve equipment or equipment in a clean, safe, and sanitary manner.

First service violation: \$5,000.00 administrative charge.

Second service violation: \$10,000.00 administrative charge.

Third service violation: \$25,000.00 administrative charge; Contractor must meet with Contract Administrator and present a written improvement plan which describes how service violations will be resolved.

Fourth and subsequent service violations: \$50,000 administrative charge; Contract Administrator may recommend termination of Agreement to the Board of County Commissioners.

(d) During the Agreement, Contract Administrator shall assess administrative charges under subsections (b) and (c) herein as violation(s) occur, and notify Contractor of the administrative charges assessed and the basis for each assessment within thirty (30) days from the date that the violation(s) occurred. Contractor may appeal the assessments within five (5) calendar days after receiving the notice. In the event that Contractor fails to provide a written notice of appeal to Contract Administrator within five (5) calendar days, Contract Administrator's assessment shall be the final administrative action. If Contractor files a timely notice of appeal with Contract Administrator, the Board of County Commissioners shall conduct a hearing where Contractor may show why Contract Administrator's decision should be modified. The Board of County Commissioners' determination shall be the final administrative action.

(e) Contract Administrator shall deduct all administrative charges levied against Contractor from payments due or to become due to Contractor.

(f) In the event of material changes by County in the means and methods of providing Services under this Agreement as a result of changes in law or policy, Contractor shall receive a thirty (30) day grace period from the assessment of administrative charges related to complaints associated with this change in law or policy. This does not include Contractor's utilization of new or different types of vehicles or mechanical means and methods of collection. No administrative charges under this Section shall be assessed during the grace period related to the specific material change by County in the means and methods of collection.

(g) In the event of causes beyond the control of Contractor, as determined by Contract Administrator, including riots, acts of God, war, governmental laws, regulations, or restrictions, administrative charges under this Section related to the specific incident shall not be assessed.

Section 17. Default and Termination of Agreement.

(a) County may terminate this Agreement by giving Contractor thirty (30) days written notice of intent to declare Contractor in default upon the occurrence of any of the following:

(1) Failure to Perform Services. 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 County pursuant thereto, or has wrongfully failed or

refused to comply with the instructions of Contract Administrator relative thereto, whether such default is considered minor or material and said default is not cured within thirty (30) days of receipt by Contractor of 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 Contract Administrator to do so and 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 shall be cured within a reasonable period of time as determined by Contract Administrator.

(2) Filing of Insolvency or Bankruptcy. Contractor has taken 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 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) Declaration of Bankruptcy. By order or decree of a Court, Contractor has been adjudged bankrupt or an order has been made approving a petition filed by any of its creditors or by any of the stockholders of 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) Control by Receiver, Trustee or Liquidator. 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 has taken possession or control of all or substantially all of the assets of Contractor and such possession or control shall continue in effect for a period of sixty (60) days.

(5) Assigning this Agreement or any part thereof, without the prior written consent of County.

(6) Habitual Violator. When the Contract's record of performance reflects that Contractor has frequently, regularly, or repeatedly, as determined by Contract Administrator, defaulted in performance of any of the covenants and conditions required herein to be performed by Contractor and regardless of whether Contractor has corrected each condition of default, Contractor shall be deemed a

"Habitual Violator." Contractor deemed a Habitual Violator shall forfeit the right to any further notice or grace period to correct any and all defaults and any and all of said defaults shall be considered cumulative and collectively, and constitute a condition of irredeemable default.

(7) Use of Non Designated Facilities. Contractor has used a non Designated Disposal Facility without prior written approval of Contract Administrator.

(8) Failure to execute and remain in compliance with a Seminole County Non-Exclusive Franchise for the Collection of Commercial Solid Waste.

(b) Prior to termination and within thirty (30) days of Contract Administrator's notice of intent to declare Contractor in default, Contractor may request mediation of the defaults related to termination to attempt resolution of disputes. The selection of the mediator and mediation procedures shall be mutually agreed. Contractor shall pay all costs related to the mediation in the event that Contractor requests mediation under this Section.

(c) If personnel employed by Contractor and performing Services pursuant to Contractor's obligations under this Agreement shall go on a labor strike or slowdown, or if a work stoppage, walkout or secondary boycott shall occur, for any reason or cause whatsoever, and such act or event effectively prevents Contractor from performing its material obligations under this Agreement, County may, in its sole discretion, by notice to Contractor, terminate this Agreement

forthwith. Uncontrollable forces shall not be deemed conditions of default.

Section 18. Designated Disposal Facilities.

(a) All Solid Waste, Yard Waste, Recyclable Material, Bulk Waste, and White Goods shall be transported by Contractor to a site or facility within the geographic area of Seminole County as specified in Exhibit "B". The site or facility shall be designated in writing to Contractor by Contract Administrator.

(b) Contract Administrator reserves the right to re-designate any site or facility or to designate alternate sites or facilities for the delivery of Solid Waste, Yard Waste, Recyclable Material, Bulk Waste, and White Goods.

(c) In the event that County designates disposal facilities outside the geographic area of Seminole County for delivery of Solid Waste, Recyclable Material, Yard Waste, Bulk Waste, or White Goods, the parties agree to enter good faith negotiations related to any increased or decreased costs associated with the out of County facilities.

Section 19. Collection Equipment.

(a) Minimum Requirements. Contractor shall provide in good working condition at all times collection equipment which meets industry standards and is sufficient to permit Contractor to efficiently and safely perform the Services specified herein. Upon execution of this Agreement and annually thereafter on November 1, or on the next business day, Contractor shall provide, in a format specified by Contract Administrator, a list of the equipment providing

Services under this Agreement. The collection vehicle list shall include at a minimum, the year, make, and model of the vehicle, fleet number, and route number.

(b) Equipment markings. Vehicles used by Contractor in the performance of the Services specified in this Agreement shall be clearly identified in letters at least six inches (6") in height, in a manner approved by Contract Administrator, to include Contractor's name, telephone number of Contractor's local office, vehicle number and route number. All information shall be required on each side of any vehicle used by Contractor for performance of Services specified in this Agreement. All vehicles shall include signage on the back of the vehicle warning of frequent stops.

(c) Discharges. Vehicles shall not be overloaded so as to discharge collected material. Discharged material from a Contractor's vehicle shall be immediately cleaned up by Contractor. The vehicle bodies of vehicles used by Contractor for performance of Services specified herein shall have completely enclosed beds of metal or impervious material that can be cleaned. Contractor shall provide adequate means, as approved by Contract Administrator, to prevent and clean up any discharges from the collection vehicles. Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, leak proof container(s), and any other tools necessary to clean up vehicle discharges.

(d) Reserve Equipment. Contractor shall have available reserve equipment which can be put into service within two (2) hours from the time of breakdown. Such reserve equipment shall correspond in size

and capacity to the equipment used by Contractor to perform the contractual duties.

(e) Recycling Vehicles. Recyclable Material collection vehicles shall be designed for Recyclable Material and have compartments into which the different Recyclable Material may be placed. Trucks shall be configured so the truck can mechanically unload Recyclable Material in two (2) separate streams. To avoid glass breakage, the trucks shall not compact non-fiber mixed Recyclable Material in excess of fifty (50) pounds per square inch. The trucks shall be designed to limit breakage of Recyclable Material when loading and unloading. Equipment utilized for the collection of Recyclable Material shall be clearly identified for that purpose. Contractor, at Contractor's expense, shall provide a sign on each side of a recycling collection vehicle in letters not less than six inches (6") in size. The sign shall read "SEMINOLE COUNTY RECYCLES" and carry County recycling logo or other County signage as approved by Contract Administrator.

(f) Light Utility Trucks. Contractor shall maintain a sufficient number of light utility trucks or other such vehicles that can be provided for use in remote areas and on roads of limited stability so as to allow for the provision of normal Services to those Dwelling Units in its Service Area in such areas or along such roads. If any road or public right-of-way in the Service Area is substandard, as specifically designated by Contract Administrator in writing, Contractor must provide lightweight equipment to service these roads and rights-of-way. It shall be the responsibility of Contractor to

determine which vehicles shall be used to service which Dwelling Units so as to avoid damaging the roads utilized to service said Dwelling Units. Contractor acknowledges this responsibility and agrees to repair to County standards any road damage caused by Contractor. In the event of an Individual Dwelling Unit complaint regarding road damage, Contract Administrator shall designate the type of vehicle to be utilized on that particular road.

(g) Maintenance of Vehicles. Contractor shall maintain vehicles in good repair, appearance, and in a clean and sanitary condition. Vehicles shall be washed thoroughly on the inside and outside and sanitized with a suitable disinfectant and deodorant at least once per week and at such times as established by Contract Administrator. All vehicles shall be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids, and emissions into the environment and to maintain compliance with applicable noise ordinances. A maintenance log shall be maintained at all times for all vehicles and made available to Contract Administrator upon request. Contract Administrator, in his/her sole determination, may require the removal of equipment not adequately maintained as described above.

(h) Inspection of Vehicles. Contract Administrator may inspect the operations, vehicles, and equipment of Contractor to ensure compliance with the provisions of this Agreement. Vehicles failing to meet the minimum standards set forth herein shall be taken out of service by Contractor until minimum conditions can be met.

(i) Removal of Collection Equipment. Collection equipment regularly and repeatedly failing to perform in a satisfactory manner shall be permanently removed from service in Contractor's Service Area. Unsatisfactory vehicle performance includes, but is not limited to:

(1) Failure to complete a route due to mechanical breakdown, five (5) times in any consecutive in twelve (12) month period during the Agreement.

(2) Failure to discharge recyclable materials in two (2) discrete streams, three (3) times in any consecutive twelve (12) month period during the Agreement.

(3) Discharge of vehicle fluids due to mechanical failure five (5) times in any consecutive twelve (12) month period during the Agreement.

(4) Excessive visible emissions or equipment noise either observed by Contract Administrator or for which complaints are received by Contract Administrator on five (5) separate days in any consecutive twelve (12) month period during the Agreement.

(j) Assignment to Routes. Vehicles shall be assigned to individual routes as set forth herein. Contractor shall immediately notify Contract Administrator of changes in assigned vehicles for reason of equipment repair, preventative maintenance, or heavy pickup. Should Contractor change assigned vehicles for a period exceeding two (2) weeks, the vehicle list shall be updated by Contractor and provided to Contract Administrator.

Section 20. Office.

(a) Contractor shall maintain, at its own expense, an office within the geographic area of Seminole County or in the proximity of Seminole County, as determined by the Contract Administrator, where service inquiries and complaints can be received from Customers residing within the Service Area. Contractor shall maintain a toll free number where service inquiries and complaints can be received from Customers residing within the Service Area. Contractor's office shall have office equipment sufficient for communication with Contract Administrator. At a minimum, Contractor's office shall have telephones, facsimile machines, and computers with external electronic mail and internet access. Contractor shall have responsible persons on duty during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays specified herein. Contractor shall provide either a telephone answering service or mechanical device to receive service inquiries and complaints after operating hours. Contractor shall provide an exclusive toll free telephone number and point of contact for Contract Administrator to submit complaints.

(b) Designation of Agent. Contractor shall designate in writing to Contract Administrator annually, on November 1 or the next business day the person to serve as liaison between Contractor and Contract Administrator. A backup agent shall also be provided in the event said person is unavailable. Contractor shall provide Contract Administrator the name and telephone numbers for both persons.

Contractor shall immediately notify Contract Administrator of any changes in such contact personnel.

(c) Emergency Contact. Contractor shall provide 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 authority to authorize Contractor operations in situations requiring immediate attention.

Section 21. Filing of Requested Information and Documents. Contractor shall ensure that all documents and reports are submitted and updated as required by this Agreement. Contractor shall provide all documents in a format approved by Contract Administrator in accordance with Exhibit "E," attached hereto and incorporated herein. On or before November 1 of each year this Agreement is in effect, Contractor shall certify to Contract Administrator that all required documents as described in Exhibit "E" are accurate and on file with County. Contractor shall immediately update and notify Contract Administrator of any changes affecting the Services described in this Agreement.

Section 22. Permits and Licenses. 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 term of this Agreement.

Section 23. Collection Time and Days. Residential Collection Services shall be provided commencing no earlier than 6:00 a.m. and shall be completed no later than 8.00 p.m., Monday through Friday. The hours and/or days of collection may be extended due to extraordinary

circumstances or conditions with prior consent from Contract Administrator.

Section 24. Holidays.

(a) Contractor shall not be required to provide Services on the following days which County observes as holidays: Fourth of July, Thanksgiving Day, Christmas Day, and New Year's Day. Notwithstanding the above, Recycling Collection Services shall be provided on New Year's Day when said day is a regularly scheduled Collection Services day. All other Residential Collection Services shall resume on the next regularly scheduled collection day after the holiday.

(b) Services not provided on the designated holidays shall be provided on the next scheduled collection day. Dwelling Units not receiving Residential Yard Waste Collection Service due to a holiday shall be entitled to set out up to and including thirty (30) Yard Waste Containers or tied bundles the next scheduled collection day for Yard Waste. Dwelling Units not receiving Residential Yard Waste Collection Service due to Christmas and New Year's Day holiday schedule shall be entitled to set out up to and including forty-five (45) Yard Waste Containers or tied bundles on the next scheduled collection day for Yard Waste.

Section 25. Routes and Schedules.

(a) Establishment of Routes. Contractor shall establish routes within its Service Area to obtain maximum efficiency of operation. Each route shall have a specific start time and location, a specific finish location and shall run in a consistent street sequence under normal collection conditions. Each route shall utilize the same

vehicle each day and run solely within the Service Area. Contractor shall provide, in a format approved by Contract Administrator, a record of each route and the Collection days for Residential Solid Waste, Recyclable Materials, Yard Waste, Mandatory Side Door Services, and Optional Side Door Services, including the total number of Dwelling Units for each route. The record shall be provided to Contract Administrator as described in Exhibit "E".

(b) Maps. In an electronic format acceptable to Contract Administrator, Contractor shall provide a map depicting each route and the Collection days for Residential Solid Waste, Yard Waste, Recyclable Material, Mandatory Side Door Services, and Optional Side Door Services as described in Exhibit "C". Contractor shall keep route and schedule maps current and on file at all times with Contract Administrator.

(c) Changes in Routes. Except as stated in Section 19(j), Contractor may not change routes or the scheduled days for collection without Contract Administrator's written authorization. Any request for proposed changes must be submitted in writing to Contract Administrator at least thirty (30) days prior to the requested change. In addition to the written request, Contractor shall submit a map depicting the collection days for each route that may be changed, including the total number of Dwelling Units for each route. Upon approval, Contractor shall, at its expense, notify the Customers within their Service Area with door hangers delivered to each Dwelling Unit of the applicable schedule of collection changes at least two (2) weeks and not more than thirty (30) days prior to any change in said

schedule. Upon changing routes, Contractor shall collect all service misses in its Service Area for a minimum one (1) week period. Route documentation and corresponding maps shall be immediately updated by Contractor to reflect the changes and provided to Contract Administrator. Contractor shall ensure that no route changes cause an undue hardship on Customers. Contract Administrator may require route changes to address environmental concerns and repeated customer complaints.

Section 26. Accessibility.

(a) Placement. Except for customers receiving Side Door Collection Services as described herein, all Solid Waste, Recyclable Material, Yard Waste, White Goods, and Bulk Waste to be collected under this Agreement shall be placed within six feet (6') from the curbside, or paved surface of the public roadway when there is no curbside, closest accessible public right-of-way or other location agreed to by the Customer and Contractor that will provide a safe and efficient location to Contractor's crew and vehicle. If an appropriate location cannot be agreed upon, Contract Administrator shall designate the location for collection.

(b) If Contractor is unable to collect Solid Waste, Recyclable Material, Yard Waste, Bulk Waste, or White Goods as a result of problems related to accessibility or interference, Contractor shall leave the material as it was found, with a tag indicating the reason. Contractor shall notify Contract Administrator within twenty-four (24) hours upon determining problems related to accessibility or interference of regularly scheduled Services to Dwelling Units and

report the address of any Customer whose Solid Waste, Recyclable Material, White Goods, Bulk Waste, or Yard Waste could not be collected. Contractor shall not interrupt the regular schedule or quality of service due to temporary street closures or parked vehicles.

Section 27. Manner of Collection. Contractor shall perform Collection Services with as little disturbance as reasonably possible and without obstructing roadways, driveways, sidewalks, or mailboxes. Contractor shall handle Garbage and Yard Waste Containers and Recycle Bins with reasonable care and return them standing upright with covers in place or adjacent to the receptacle, to the approximate location from which they were collected. Containers and bins shall not be thrown. Garbage and Yard Waste Containers and Recycle Bins damaged or destroyed by Contractor shall be repaired or replaced pursuant to this Agreement. Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during Collection Services. Contractor shall immediately clean up all litter and spillage caused by Contractor.

Section 28. Personnel of Contractor.

(a) Contractor shall employ competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. Contractor's collection personnel shall not use obscene or other offensive language or gestures during the performance of Services. Contractor's collection and customer service personnel shall serve the public in a helpful, polite, and courteous manner. Contract

Administrator may require the removal or replacement of any of Contractor's personnel if complainants state Contractor's personnel are rude, belligerent, or offer a nuisance or threat. Contractor shall not subcontract personnel services without prior written approval by County as set forth in Section 42. All subcontractor personnel shall be required to receive training in contract requirements before working in the Service Area.

(b) Applicable Laws. Contractor shall be responsible for ensuring that all personnel 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 a collection vehicle shall at all times carry a valid State of Florida commercial driver's license and all other required licenses and endorsements for the type of vehicle operated. Contractor shall submit an annual list of drivers assigned to each route to Contract Administrator as required in Exhibit "F".

(d) Supervisors. Contractor shall assign a supervisor to each Service Area to ensure the performance of the Services described in this Agreement. Contractor shall designate, in writing to County Administrator, the principal supervisor assigned to support resolution of routine complaints. In the event that the assigned supervisor is unavailable, a trained, knowledgeable, and responsible backup supervisor shall be available. The backup supervisor shall have authority to make decisions and take action in response to Contract Administrator. Each supervisor shall at all times have a form of

mobile communication for Contract Administrator's use. Information shall be updated upon change and annually according to Exhibit "F".

(e) Customer Service. Contractor shall assign three (3) customer service representatives designated by name to each Service Area. Contractor shall designate in writing the principal customer service contact to support resolution of routine complaints. Two (2) backup customer service representatives shall be provided by Contractor when the principal is unavailable. Information shall be updated upon change and annually according to Exhibit "F".

(f) 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.

(g) Uniforms. All of Contractor's collection personnel shall wear appropriate clothing, including a shirt bearing Contractor's name and the employee's name, at all times during the performance of Collection Services.

(h) Training. Contractor shall provide equipment operating, safety, and customer service training for all personnel. All drivers and supervisors shall be informed of the applicable rules, regulations, and laws that govern solid waste management. Each employee shall be provided information as to the Services required under this Agreement. Drivers shall not run any route without a

minimum of two (2) weeks experience on said route. Contractor shall annually provide copies of Training and Safety Plans, and documentation that employees received the training to County as required in Exhibit "E".

(i) Drug Free Workplace. Contractor shall maintain a drug and alcohol free workplace policy and a no weapons policy.

Section 29. Insurance.

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

(1) Contractor shall furnish 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, Business Automobile Liability and Umbrella Liability). County, its officials, officers, and employees shall be named as insureds on all policies of Contractor pursuant to the foregoing. 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 (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate of Insurance shall contain a statement that it is provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this

Agreement; provided further, however, that in lieu of the statement on the Certificate of Insurance, Contractor shall, at the option of County, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

(3) In addition to providing the Certificate of Insurance, if required by County, 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 a Contractor shall relieve Contractor of 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, 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 material 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 subsection. 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 the Agreement termination date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employers' Liability.

(A) Contractor's insurance shall cover 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

\$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) Contractor shall maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by 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	
\$3,000,000.00	General Aggregate
\$1,000,000.00	Personal Injury & Advertising Limit
\$1,000,000.00	General Liability per Occurrence Bodily Injury & Property Damage

(3) Business Automobile Liability.

(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 Automobile Liability shall be:

LIMITS

\$1,000,000.00

Bodily Injury and Property
Damage Liability Combined
Per Occurrence

(4) Umbrella Liability

(A) Notwithstanding anything in this Agreement to the contrary, if an insured suffers loss which is covered by an Underlying Contract set forth in the schedule attached to this contract (or a renewal or replacement thereof), the excess of which would be payable under this Agreement except for the terms, definitions, exclusions or conditions of this Agreement which are not consistent with the Underlying Contract, then this Agreement is extended to follow and be subject to the terms, definitions, exclusions and conditions (other than the limits of liability, contract period and other insurance provisions) of the Underlying Contract which affords such coverage with respect to such loss. It is agreed and understood that the coverage by this Agreement shall be no more restrictive than the coverage afforded by the Underlying Contract.

(B) Scope of Coverage. Umbrella Liability Coverage is to be afforded for Bodily Injury, Personal Injury, Property Damage

and Employer's Liability on a form no more restrictive than the Underlying Policies and in addition shall include:

(i) First Dollar Defense (where coverage is exhausted or not included in Underlying Contracts); and

(ii) Liability Coverage for Advertiser's Liability, Care, Custody and Control, Contractual Liability, and Personal Injury (Personal injury to include, but not be limited to, mental injury, mental anguish, shock, sickness, disability, wrongful entry, wrongful eviction, discrimination, assault and battery, defamation of character)

(C) Minimum Limits of Underlying Policies. Umbrella proposals shall be based on minimum Underlying Limits (plus the amount of the deductible or Self-Insured Retention) of \$1,000,000 per occurrence.

(D) The minimum amount of coverage under the Umbrella Liability shall be:

LIMITS	\$5,000,000.00
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(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 in excess of and not contributing with the insurance provided by or on behalf of 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 Contractor, its employees or agents of liability from any obligations under a Section or any other portions of this Agreement.

Section 30. Indemnification of County.

(a) Contractor shall indemnify and save harmless 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 Contractor, its officers, agents, subcontractors or employees or any like person or entity in the performance of Services under this Agreement.

(b) Contractor shall require all subcontractors, if subcontractors are approved by County, to enter an Agreement containing the provisions set forth in the preceding subsection in which Agreement the subcontractors shall fully indemnify County in accordance with this Agreement.

(c) Nothing in this Agreement shall be construed to make a subcontractor of Contractor an agent, officer or employee of County.

(d) Each parent company, subsidiary or joint-venturer of Contractor shall by execution of this Agreement by Contractor or its agent be deemed to have fully warranted, guaranteed and indemnified County under the terms and conditions of this Agreement.

Section 31. Access, Audits and Records.

(a) In the event of any rate change requested by Contractor other than its annual rate adjustments, Contract Administrator may in

his/her sole discretion demand an audit specific to performance of this Agreement at Contractor's expense. Contractor shall provide one (1) audit for the calendar year incorporating the previous year. The audit, if required, shall include supplemental schedules as specified by Contract Administrator and be prepared by an independent certified public accountant, located in Central Florida, in accordance with generally accepted accounting principles. Such audit shall cover the previous calendar year and shall identify and separate that portion of Contractor's business performed in its Service Area. Audits shall include a balance sheet, an income statement, a statement of changes in financial position and other schedules as may be required. Contractor shall also make available to Contract Administrator, the work papers of the auditor in connection with the certified audit. Contractor shall be advised not to contract for audit services with auditors who shall not make work papers available to Contract Administrator.

(b) In the event that Contractor requests an annual rate adjustment under this Agreement, Contract Administrator or his/her agents shall have the right to review all records maintained by Contractor related to this Agreement, including the right to have an audit performed at County's expense related to this Agreement in accordance with generally accepted accounting principles.

(c) The Contractor shall allow County, or its agent, access to Contractor's records as are pertinent to all Services provided under this Agreement. Such records shall be available at Contractor's place of business at all reasonable times during the term of this Agreement

and for three (3) years from the date of final payment under this Agreement for audit or inspection by County or an authorized County representative.

Section 32. Notice. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County:

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

For Contractor:

Section 33. Modifications to Agreement Due to Public Welfare, Change in Law or Changes in Ordinances of Seminole County. 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 Contractor under this Agreement relative to the scope and methods of providing Services as shall from time to time be necessary and desirable for the public welfare. Contract Administrator shall give Contractor reasonable notice of any

proposed change by 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 Contractor reasonably necessary to protect the public safety, health, and welfare of the residents of Seminole County. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. County and 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, County and Contractor shall negotiate in good faith, a reasonable and appropriate compensation for any additional services or other obligations required of Contractor due to any modification in the Agreement under this Section.

Section 34. Employee Status. Persons employed by Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to County's officers and employees either by operation of law or by County.

Section 35. Equal Opportunity Employment.

(a) Contractor agrees that it shall 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 shall take affirmative 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.

(b) Personnel and employment issues and disputes between Contractor and its employees, agents or officers are not regulated by this Agreement nor shall they constitute a condition of default of this Agreement unless Services to Dwelling Units are affected.

Section 36. Conflict of Interest. Contractor agrees that it shall 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 County.

Section 37. 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 38. Title to Waste. County shall, at all times, hold title and ownership to all Solid Waste, Yard Waste, Recyclable

Material, Bulk Waste, White Goods and all other material collected by Contractor pursuant to this Agreement and Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from Contract Administrator. All responsibilities for the safe and proper transportation of the materials to County Designated Disposal Facility shall be with Contractor.

Section 39. Law to Govern. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

Section 40. Compliance with Laws. Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

Section 41. 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 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 effect the validity of the remaining covenants or provisions of this Agreement.

Section 42. Assignment and Subcontracting.

(a) No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or part by Contractor without the express written consent of County. County shall have full discretion to approve or deny, with or without cause,

any proposed or actual assignment by Contractor. Any assignment of this Agreement made by Contractor without the express written consent of County shall be void and shall be grounds for County to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to Contractor and upon the date of such notice this Agreement shall be deemed immediately terminated and upon such termination all liability of County under this Agreement to Contractor shall cease and County shall be free to negotiate with other Contractors or any other person or entity for provision of Service in the Service Area which is the subject of this Agreement. No firm shall serve more than seventy-five percent (75%) of the total number of Dwelling Units receiving service in all Service Areas. In the event of merger or other assignment, if one firm acquires Service Areas containing more than seventy-five percent (75%) of the Dwelling Units receiving service in all Service Areas, Contract Administrator shall redefine the Service Area boundaries so that one firm does not service more than seventy-five percent (75%) of all Dwelling Units receiving service in all Service Areas. In the event of any assignment, the assignee shall fully assume all the duties, obligations and liabilities of Contractor and the assignor shall remain as co-obligor with the assignee as to all duties, obligations and liabilities under this Agreement.

(b) Assignments within Contractor's corporate entities or among Contractor's corporate subsidiaries or as a result of a merger in which Contractor is a party shall require the consent of County. Any franchise issued hereunder shall be a privilege which is personal to

the original franchise holder and it shall not be sold, transferred, leased, assigned, or disposed in whole or in part either by sale, merger, consolidation, or otherwise without the prior consent of County expressed by resolution, and then only under such conditions as therein may be prescribed. Any such approved transfer or assignment of the franchise shall be made only by an instrument in writing which shall include an acceptance of all terms and conditions of the franchise by the transferee or assignee, a duly executed copy of which shall be filed with the County within thirty (30) days of such transfer or assignment. Consent of the County shall not be granted until it has examined the proposed transferee's/assignee's legal, financial, and technical character, and other qualifications as set forth herein for the operation and maintenance of the services for collection, transport, and/or disposal of Solid Waste. The proposed transferee or assignee shall possess the requisite qualifications and agree, in writing, to comply with all provisions of this Agreement and the previously issued franchise. For purposes of this Section, a change in ownership shall include a transfer of twenty percent (20%) or more of the voting securities of a corporate franchise holder to a person not presently a stockholder.

Section 43. 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.

Section 44. 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 Contractor as the agent, representative or employee of County for any purpose whatsoever. Contractor is to be and shall remain an independent Contractor with respect to all Services performed under this Agreement.

Section 45. Interim Service Area Assignments. In the event that any other County franchised solid waste Contractor is unable to perform under its Agreement and the applicable Service Area is without Services, Contractor agrees to exercise its best efforts to assist County in restoring Service to the affected Service Area under the service rates applicable to the affected Service Area.

Section 46. Alternative 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 administrative dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. County administrative 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 with administrative dispute resolution procedures set forth in Section 22.15(7), "Dispute Resolution Procedure," Seminole County Administrative Code.

(b) Contractor agrees that it shall file no suit or otherwise pursue legal remedies based on fact or evidentiary materials that were not presented for consideration in County administrative dispute

resolution procedures set forth in subsection (a) above of which Contractor had knowledge and failed to present during County administrative dispute resolution procedures.

(c) In the event that County administrative 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 47. Waste Deliveries. Contractor shall deliver all Residential Solid Waste collected within the borders of Seminole County, including all incorporated and unincorporated areas, to a Designated Disposal Facility and pay the appropriate disposal fees. Contractor shall deliver, unless precluded by an existing agreement, all Commercial Solid Waste collected within the borders of Seminole County, including all incorporated and unincorporated areas, to a Designated Disposal Facility and pay the appropriate disposal fees. Failure to deliver all Solid Waste collected in Seminole County to a Designated Disposal Facility shall be cause for termination of this Agreement. Any existing agreements that would prevent Contractor from delivering all Residential and Commercial Solid Waste to a Designated Disposal Facility as described above shall be provided to Contract Administrator on or before January 1, 2010.

Section 48. Transition. Notwithstanding the effective date of service as set forth in Section 3 hereinabove, the Contractor shall

comply with the Transition Schedule attached hereto and incorporated herein as Exhibit "F".

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:

Secretary

By: _____ President

[Corporate Seal}

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BOB DALLARI, Chairman

Date: _____

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

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

County Attorney
SED/lpk/sjs/dre
6/1/09, 6/2/09 6/29/09 7/24/09
P:\Users\lkennedy\My Documents\Environmental Services\residential collection.doc

Attachments:

- Exhibit "A" - Map/Description of Franchise Areas
- Exhibit "B" - Designated Disposal Facilities
- Exhibit "C" - Mandatory and Optional Service Levels and Rates
- Exhibit "D" - Calculation of Residential Disposal Credit
- Exhibit "E" - Schedule of Annual Reporting Requirements
- Exhibit "F" - Transition Schedule

EXHIBIT "A"
MAP - DESCRIPTION OF FRANCHISE AREAS

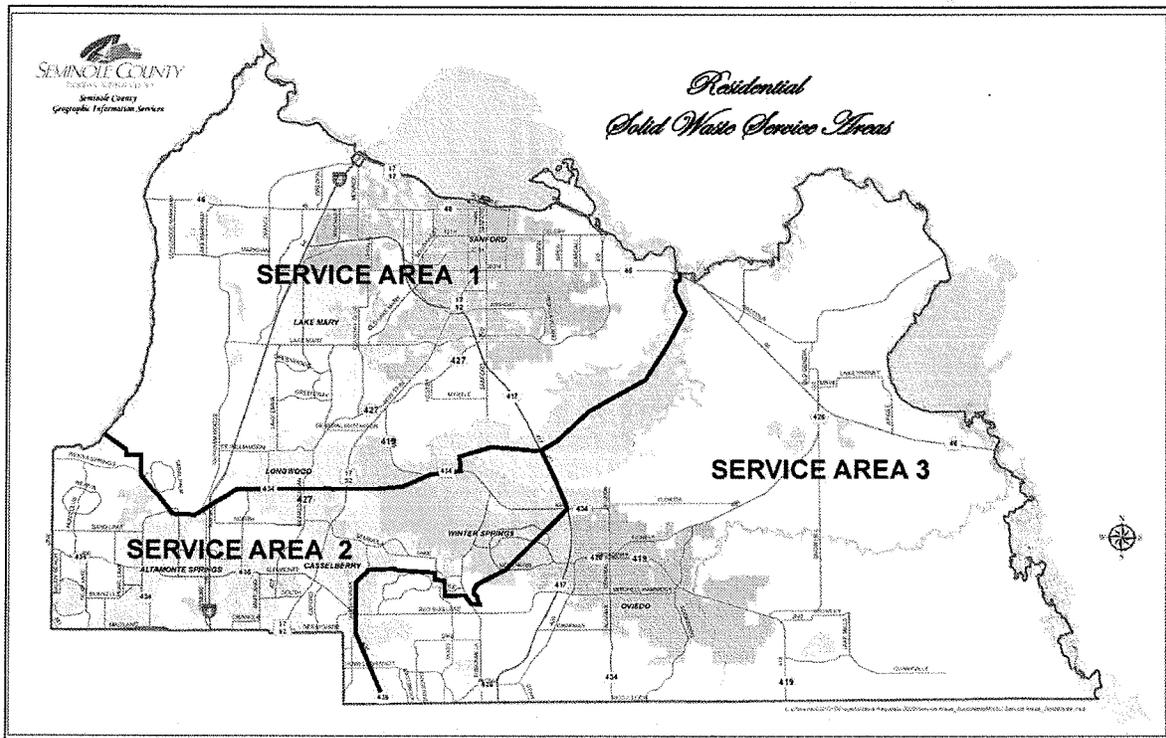


EXHIBIT "B"
DESIGNATED DISPOSAL FACILITIES

Seminole County Central Transfer Station
1950 State Road 419 Longwood, Florida 32750

The Central Transfer Station accepts Residential and Commercial Solid Waste, Yard Waste, and Recyclable Materials only.

-and-

Seminole County Osceola Road Landfill
1930 East Osceola Road
Geneva, Florida 32773

The Seminole County Landfill accepts Residential and Commercial Solid Waste, Yard Waste, Bulk Waste, and White Goods only.

Not for Execution

EXHIBIT "C"
MANDATORY AND OPTIONAL SERVICES LEVELS AND RATES

Effective April 1, 2010, Contractor shall provide the following levels of service to each residential unit receiving that level of service. The optional services may be provided by Contractor to residential dwelling units on a subscription basis. Annually, County shall provide Contractor with a list detailing the residential dwelling units designated to receive the applicable level of service. The rates are effective April 1, 2010, subject to adjustment as provided in this Agreement. The rates are for collection only. Disposal fees are not including in the rate per month. The following collections are on a per week basis subject to the holiday provisions of the Agreement.

SERVICE LEVEL CHOICES

RATE PER MONTH

Service "1"

1. two (2) solid waste;
2. one (1) recycling;
3. one (1) yard waste;
4. on-call white goods and bulk pickup

\$ _____

Service "2"

1. two (2) solid waste;
2. one (1) recycling;
3. on-call white goods and bulk pickup

\$ _____

Service "3"

1. one (1) solid waste;
2. one (1) recycling;
3. one (1) yard waste;
4. on-call white goods and bulk pickup

\$ _____

Service "4"

1. one (1) solid waste;
2. one (1) recycling;
3. on-call white goods and bulk pickup

\$ _____

Mandatory Side Door Service

No Charge

Physically Challenged Persons shall receive Side Door Service at no additional charge by Contractor to the residential dwelling unit or payment by County to Contractor for any of the four (4) levels of service described above and selected by the qualifying Customer.

Optional Side Door Service

Entire Neighborhood	\$ _____ annually + above charge
Per Dwelling Unit	\$ _____ annually + above charge

The maximum rate Contractor may charge dwelling units for Optional Side Door Services under this Agreement is \$_____ monthly, or \$_____ annually, subject to annual CPI-U adjustments. This amount is in addition to the applicable Service Level rates paid to Contractor by County described above. Contractor shall be responsible for the billing and collection of payments for Optional Side Door Services. Contractor may charge less for Optional Side Door Services; however, Contractor shall charge no more than above maximum rates as adjusted under this Agreement.

NOT FOR EXECUTION

EXHIBIT "D"
CALCULATION OF RESIDENTIAL DISPOSAL FEE CREDIT

TYPE	GENERATION FACTOR
Solid Waste	1.16 Tons
Yard Waste	0.38 Tons

Service level "1"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Yard Waste	0.38 Tons	x \$33.17 per ton	= \$12.61
Service Level "1" Total Annual Credit per Unit			= \$51.09

Service level "2"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Service Level "2" Total Annual Credit per Unit			= \$38.48

Service level "3"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Yard Waste	0.38 Tons	x \$33.17 per ton	= \$12.61
Service Level "3" Total Annual Credit per Unit			= \$51.09

Service level "4"

TYPE	GENERATION FACTOR	DISPOSAL FEE*	ANNUAL CREDIT PER UNIT
Solid Waste	1.16 Tons	x \$33.17 per ton	= \$38.48
Service Level "4" Total Annual Credit per Unit			= \$38.48

Disposal fees may be adjusted pursuant to the County Solid Waste Rate Resolution.

EXHIBIT "E"
SCHEDULE OF ANNUAL REPORTING REQUIREMENTS
Initial Date and Annually Thereafter

Item	Deadline
County provides final assessment roll to Contractor of Dwelling Units to receive Services	April 2010
Contractor provides County list of Dwelling Units receiving Services, not on assessment roll (owner name, property address with parcel identification number)	June 2010
County determines eligibility of additional Dwelling Units	August 2010
Contractor submits Collection Equipment List to County (Year, Make, Model, Vehicle Identification Number, Fleet Number, Route Number)	February 2010
Contractor submits Office Information to County (Local and Toll-free telephone numbers, facsimile number(s), email address(es))	February 2010
Contractor submits Agent Designation to County (Agent and Backup Agent Name and contact information; Emergency/After Hours Contact	February 2010
Contractor submits Route Information and Maps to County (Route numbers, vehicles assigned to route, driver assigned to route, collection days for each collection service, number of households served, start and finish location, street sequence, start time and estimated finish time)	February 2010
Contractor submits Driver List to County (Driver's Name, Assigned Route Number)	February 2010
Contractor submits Supervisor List to County (Name and contact information, backup Supervisor and contact information	February 2010
Contractor submits Customer Service List to County (Three names and contact information)	February 2010
Contractor submits Safety and Training Plan to County (Equipment operating, safety and customer service training, documentation all employees received training)	February 2010
Contractor submits Insurance Policy Certificates to County	February 2010
Contractor submits certified statement that all required documents are current and on file with County	February 2010

EXHIBIT "F"
TRANSITION SCHEDULE

Item	Deadline
County provides draft assessment roll to Contractor of Dwelling Units to receive Services	January, 2010
Contractor submits Collection Equipment List to County (Year, Make, Model, Vehicle Identification Number, Fleet Number, Route Number)	January, 2010
Contractor submits Office Information to County (Local and Toll-free telephone numbers, facsimile number(s), email address(es))	January, 2010
Contractor submits Agent Designation to County (Agent and Backup Agent Name and contact information; Emergency/After Hours Contact	January, 2010
Contractor submits Route Information and Maps to County (Route numbers, vehicles assigned to route, driver assigned to route, collection days for each collection service, number of households served, start and finish location, street sequence, start time and estimated finish time)	January, 2010
Contractor submits Driver List to County (Driver's Name, Assigned Route Number)	January, 2010
Contractor submits Supervisor List to County (Name and contact information, backup Supervisor and contact information)	January, 2010
Contractor submits Customer Service List to County (Three names and contact information)	January, 2010
Contractor submits Safety and Training Plan to County (Equipment operating, safety and customer service training, documentation all employees received training)	January, 2010
Contractor submits Insurance Policy Certificates to County	January, 2010
Contractor submits Customer Notification Literature to County	January, 2010
Contractor submits Customer Notification Plan to County	January, 2010
Contractor submits certified statement that all required documents are current and on file, and routes have been run for two (2) weeks to the County	January, 2010
County submits Decals with Route Numbers to Contractor	March, 2010

Failure to meet deadlines as specified is a material default of the Agreement.

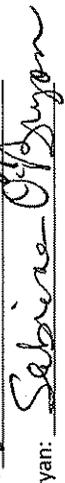
SERVICE AREA 1

RFP-600742-09/GMG - RESIDENTIAL SOLID WASTE COLLECTION SERVICES

PROPOSALS EVALUATIONS
SERVICE AREA #1

Evaluators	Advanced Disposal Services	Choice Environmental Services, Inc.	Emerald Waste Services	Republic Services of Florida	Southern Waste Systems	Veolia ES Solid Waste Southeast	Waste Management	Waste Pro of Florida	Waste Services of Florida
Lisa Dunning, Program Coordinator, Environmental Services Department	89	80	84	94	77	95	73	96	92
Johnny Edwards, Solid Waste Manager, Environmental Services Department	86	83	84	92	76	93	77	97	91
Kathy Moore, MSBU Program Manager, Fiscal Services Department	90	83	85	94	87	94	77	97	91
Andrew Neff, Director, Environmental Services Department	88	85	86	93	78	95	78	97	93
Sabrina O'Bryan, Assistant County Manager	90	84	83	92	89	94	76	93	86
Score	443	415	422	465	407	471	381	480	453
Ranking	5	7	6	3	8	2	9	1	4

Evaluation Committee's Recommendation for Service Area #1: Waste Pro of Florida

Lisa Dunning: 
 Johnny Edwards: 
 Kathy Moore: 
 Andrew Neff: 
 Sabrina O'Bryan: 

Evaluations

RFP-600742-09/GMG - Residential Solid Waste Collection Services

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Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest:

Yes

RESPONSE #1: ADVANCED DISPOSAL SERVICES:

To operate from Orlando
#1: Project Understanding, Approach and Ability to Perform (0 to 15 Points):
13
#1: Project Understanding, Approach and Ability to Perform - Remarks:
Approach/4; Ability/9
Location/equipment repair distance. Unclear as to equipment provisions - as to whether qty per area or total for both areas.
#1: Qualifications, Experience and Operating Record (0 to 20 Points):
20
#1: Qualifications, Experience and Operating Record - Remarks:
Qualifications/5; Experience/15
Established/Experienced.
#1: Fee Schedule:
57
#1 Total:
90

RESPONSE #2: CHOICE ENVIRONMENTAL:

To operate from Sanford
#2: Project Understanding, Approach and Ability to Perform (0 to 15 Points):
14
#2: Project Understanding, Approach and Ability to Perform - Remarks:
Approach/5; Ability/9
Note that county business license was obtained on 9/22/09. Site location is not registered in name of this company.
#2: Qualifications, Experience and Operating Record (0 to 20 Points):
17
#2: Qualifications, Experience and Operating Record - Remarks:
Qualifications/5; Experience/12
Business license obtained 9/09.
#2: Fee Schedule:
52
#2 Total:
83

RESPONSE #3: EMERALD WASTE SERVICES:

To operate from Orange City if Area 1; to operate from small satellite office in county. New facility in county if awarded both areas.
#3: Project Understanding, Approach and Ability to Perform (0 to 15 Points):
12
#3: Project Understanding, Approach and Ability to Perform - Remarks:
Approach/4; Ability/8
Generic proposal without customization to Seminole County. Many grammatical areas made following proposal difficult. Operating location could pose difficulties in terms of service and repairs.
#3: Qualifications, Experience and Operating Record (0 to 20 Points):
19
#3: Qualifications, Experience and Operating Record - Remarks:
Qualifications/5; Experience/14
Strong qualifications and experience, however, no experience in Seminole County
#3: Fee Schedule:
54
#3 Total:
85

RESPONSE #4: REPUBLIC SERVICES:

Location for base not cited? Orlando? Rocket Blvd?
 #4: Project Understanding, Approach and Ability to Perform (0 to 15 Points):
 14
 #4: Project Understanding, Approach and Ability to Perform - Remarks:
 Approach/5; Ability/9
 Conveyed well/detailed.
 #4: Qualifications, Experience and Operating Record (0 to 20 Points):
 19
 #4: Qualifications, Experience and Operating Record - Remarks:
 Qualifications/5; Experience/14
 #4: Fee Schedule:
 61
 #4 Total:
 94

RESPONSE #5: SOUTHERN WASTE SYSTEMS:

Established in south Florida. Office in Casselberry.
 #5: Project Understanding, Approach and Ability to Perform (0 to 15 Points):
 10
 #5: Project Understanding, Approach and Ability to Perform - Remarks:
 Approach/4; Ability/6
 The total equipment and employee provisions appears to be for both areas combined; need information as to equipment and employee counts specific to each area. Number of routes not specified. Equipment meets expectations regarding active but not spare. Number of employees seem to be less than may be essential to operate equipment and provide local customer service. Have concern regarding the company transitioning into the central Fla area from S.Fla. Also, the average age of existing equipment is older than stated; and the proposed equipment acquisition appears to more than double the existing inventory. Transition plan insufficient. Customer service plans insufficient.
 #5: Qualifications, Experience and Operating Record (0 to 20 Points):
 12
 #5: Qualifications, Experience and Operating Record - Remarks:
 Qualifications/4; Experience/8
 Concerns regarding litigation history. Need clarification as to how these noted occurrences relate to performing per the contractual standards in Seminole County. Limited experience relative to large residential service areas. Business license in Seminole County?
 #5: Fee Schedule:
 65
 #5 Total:
 87

RESPONSE #6: VEOLIA ES SOLID WASTE:

To operate from Apopka.
 #6: Project Understanding, Approach and Ability to Perform (0 to 15 Points):
 14
 #6: Project Understanding, Approach and Ability to Perform - Remarks:
 Approach/5; Ability/9
 Detailed and complete plan. Proposed equipment is well aligned with base expectations. Some of the existing equipment is older than preferred, but most equipment will be new and change out plans were noted. Operating from Orange County/Apopka.
 #6: Qualifications, Experience and Operating Record (0 to 20 Points):
 19
 #6: Qualifications, Experience and Operating Record - Remarks:
 Qualifications/5; Experience/14
 Strong/comparative service experiences. No prior service in Seminole County; service in other counties in the central Florida vicinity.
 #6: Fee Schedule:
 61
 #6: Total:
 94

RESPONSE #7: WASTE MANAGEMENT:

Operates from Orlando?
 #7: Project Understanding, Approach and Ability to Perform (0 to 15 Points):
 12
 #7: Project Understanding, Approach and Ability to Perform - Remarks:
 Approach/4; Ability/8
 Limited expression (content/detail) of approach and ability.
 #7: Qualifications, Experience and Operating Record (0 to 20 Points):
 18
 #7: Qualifications, Experience and Operating Record - Remarks:
 Qualifications/5; Experience/13
 Customer service concerns. Improvements/enhancements not addressed in proposal.
 #7: Fee Schedule:
 47
 #7: Total:

77

RESPONSE #8: WASTE PRO FLORIDA:

Opeates from Seminole County (Longwood)

#8: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#8: Project Understanding, Approach and Ability to Perform - Remarks:

Approach/5;Ability/10

Strong/detailed outline. Equipment proposed within expectations excluding spares. Fewer routes than current consideration noted. Alternative service solutions offered. Need some consideration for variations between Area 1 and Area 2. Did not note a distinction regarding the need for more equipment/personnel for area 2 in comparison to area 1.

#8: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#8: Qualifications, Experience and Operating Record - Remarks:

Qualifications/5; Experience/15

Established, familiar with requirements, strong record of quality service. Local presence.

#8: Fee Schedule:

62

#8: Total:

97

RESPONSE #9: WASTE SERVICES FLORIDA:

#9: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#9: Project Understanding, Approach and Ability to Perform - Remarks:

Approach/4; Ability/10

#9: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#9: Qualifications, Experience and Operating Record - Remarks:

Qualifications/5;Experience/13

Customer service concerns; no comments in proposal for service enhancements or improvements

#9: Fee Schedule:

59

Created at 10/7/2009 3:08 PM by Moore, Kathy

Last modified at 10/13/2009 1:47 PM by Cohen, Betsy

Evaluations

RFP-600742-09/GMG - Residential Solid Waste Collection Services

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Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:

:

Yes

Conflict of Interest Statement - Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

Yes

RESPONSE #1: ADVANCED DISPOSAL SERVICES:

#1: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

9

#1: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (5/5 points). Thorough summary of scope of services and approach details. Thorough description of reporting and complaint tracking system.

Ability to Perform (4/10 Points). No equipment guarantees. Proposed equipment provides reasonable types and quantities. Informative and detailed plans for work, equipment, staffing and transition. Existing residential operations in Orange and Clay. Excellent PM program detail for equipment.

#1: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#1: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (5/5 points). Large company with local operations.

Relevant Experience and Operating Record (15/15 points). Outstanding experience and operating record, including several central Florida clients.

#1: Fee Schedule:

57

#1 Total:

86

RESPONSE #2: CHOICE ENVIRONMENTAL:

#2: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#2: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (5/5 points). Outstanding summary of scope of services and approach details. Thorough description of reporting and complaint tracking system.

Ability to Perform (10/10 Points). Equipment guarantee from RJ Twitchell & Co, Inc. Proposed equipment provides reasonable types and quantities. Informative and detailed plans for work, equipment, staffing and transition. Excellent PM program detail for equipment.

#2: Qualifications, Experience and Operating Record (0 to 20 Points):

16

#2: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (4/5 points). Large company with local operations in southeast and Hillsborough.

Relevant Experience and Operating Record (12/15 points). Good experience and operating record. No references from recent operations in Central Florida.

#2: Fee Schedule:

52

#2 Total:

83

RESPONSE #3: EMERALD WASTE SERVICES:

#3: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

13

#3: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (5/5 points). Thorough summary of scope of services and approach details. Thorough description of reporting and complaint tracking system (most detail is found in Section 2-3, Ability to Perform).

Ability to Perform (8/10 Points). Equipment guarantee from F&C Truck Sales & Service, Inc. Proposed equipment provides reasonable quantities; detail on type is not provided. Informative and detailed plans for work, equipment, staffing and transition. PM program detail for equipment.

#3: Qualifications, Experience and Operating Record (0 to 20 Points):

17

#3: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (5/5 points). Large company with local operations in Volusia and Alachua.

Relevant Experience and Operating Record (12/15 points). Good experience and operating record.

#3: Fee Schedule:

54

#3 Total:

84

RESPONSE #4: REPUBLIC SERVICES:

#4: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#4: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (4/5 points). Adequate summary of scope of services and approach details. Description of reporting and complaint tracking system.

Ability to Perform (10/10 Points). Equipment guarantees from McNeilus and Labrie. Proposed equipment provides reasonable types and quantities. Very informative and detailed plans for work, equipment, staffing and transition. Existing residential operations in Oviado, Polk, and Orange. PM program detail for equipment.

#4: Qualifications, Experience and Operating Record (0 to 20 Points):

17

#4: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (5/5 points). Very large company with local operations.

Relevant Experience and Operating Record (12/15 points). Good experience and operating record, including Seminole County. Some environmental "citations" that pertain to hauling, however each appears to be minor.

#4: Fee Schedule:

61

#4 Total:

92

RESPONSE #5: SOUTHERN WASTE SYSTEMS:

#5: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

5

#5: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (1/5 points). Did not explain the scope of services, or provide any approach details. No description of record keeping and reporting system. Identifies Orange County as solicitor on Vehicle ID list (page 60).

Ability to Perform (4/10 Points). No manufacturer equipment delivery guarantees. Proposed equipment (page 59) does not provide manufacturer or model information as requested. Respondent does acknowledge County's desire to minimize services changes (routes, days, times.) (Awaiting financial information - assumed to be acceptable.)

#5: Qualifications, Experience and Operating Record (0 to 20 Points):

6

#5: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (3/5 points). Company appears to be an experienced waste hauler, but has not provided sufficient information demonstrating residential collection experience.

Relevant Experience and Operating Record (3/15 points). Existing equipment (page 61) shows one rear-end load truck for residential service. References listed on Page 68 include only three public sector clients with a total of less than 4,000 homes receiving residential services. The County's contracts will include over 21,000 homes each. While the three aforementioned clients indicate satisfaction with Respondent, the County's contracts, serving over 21,000 homes each, are a substantial departure from the contracts currently serviced. Substantial Litigation History.

#5: Fee Schedule:

65

#5 Total:

76

RESPONSE #6: VEOLIA ES SOLID WASTE:

#6: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

12

#6: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (4/5 points). Thorough summary of scope of services and approach details.

Ability to Perform (8/10 Points). Equipment guarantee from Heil. Proposed equipment provides reasonable types and quantities. Very informative and detailed plans for work, equipment, staffing and transition.

#6: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#6: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (5/5 points). Large company with local operations serving larger residential contracts.

Relevant Experience and Operating Record (15/15 points). Outstanding experience and operating record, including several central Florida clients.

#6: Fee Schedule:

61

#6: Total:

93

RESPONSE #7: WASTE MANAGEMENT:

#7: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

13

#7: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (3/5 points). WMIF is incumbent in this Service Area, but did not provide the information requested in the RFP. Ability to Perform (10/10 Points). WMIF currently performs the services.

#7: Qualifications, Experience and Operating Record (0 to 20 Points):

17

#7: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (5/5 points). Very large company with operations throughout the State and Country.
Relevant Experience and Operating Record (12/15 points). Outstanding experience and operating record. Some litigation and environmental compliance issues; although nothing that would appear to impact the subject services.

#7: Fee Schedule:

47

#7: Total:

77

RESPONSE #8: WASTE PRO FLORIDA:

#8: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#8: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (5/5 points). Thorough summary of scope of services and approach details.
Ability to Perform (10/10 Points). Commitment to provide service above and beyond contract requirements. Description of reporting and complaint tracking system. Equipment guarantees from GSP and McNeilus. Proposed equipment provides reasonable types and quantities. Very informative and detailed plans for work, equipment, staffing and transition. Existing residential operations in Seminole County. PM program detail for equipment.

#8: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#8: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (5/5 points). Large company with local operations serving larger residential contracts.
Relevant Experience and Operating Record (15/15 points). Outstanding experience and operating record, including Seminole County.

#8: Fee Schedule:

62

#8: Total:

97

RESPONSE #9: WASTE SERVICES FLORIDA:

#9: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#9: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (5/5 points). Thorough summary of scope of services and approach details. Description of reporting and complaint tracking system.
Ability to Perform (10/10 Points). Equipment guarantees from Nextran-Orlando. Proposed equipment provides reasonable types and quantities. Very informative and detailed plans for work, equipment, staffing and transition. Existing residential operations in Seminole County. PM program detail for equipment.

#9: Qualifications, Experience and Operating Record (0 to 20 Points):

17

#9: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (5/5 points). Large company with local operations.
Relevant Experience and Operating Record (12/15 points). Good experience and operating record, including Seminole County.

#9: Fee Schedule:

59

Created at 10/7/2009 5:01 PM by Edwards, William (Johnny)

Last modified at 10/13/2009 1:48 PM by Cohen, Betsy

Evaluations

RFP-600742-09/GMG - Residential Solid Waste Collection Services

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Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement - Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest.:

Yes

RESPONSE #1: ADVANCED DISPOSAL SERVICES:

#1: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

12

#1: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (5/5 points) Very detailed.
Ability to Perform (7/10 points) 3. A. 2. 1. Equipment Acquisition outlines number of vehicles for Service Area 1 & 2 but does not meet minimum for both.
2 Customer Service Reps will not be dedicated.

#1: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#1: Qualifications, Experience and Operating Record - Remarks:

Qualification (5/5 points) Many municipalities currently being serviced.
Experience & Operating Record (15/15 points) Several positive letters of recommendation

#1: Fee Schedule:

57

#1 Total:

89

RESPONSE #2: CHOICE ENVIRONMENTAL:

#2: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

10

#2: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (5/5 points) Very detailed.
Ability to Perform (5/10 points) Concerned that this company has a "Proposed Yard Location". The new trucks that will be purchased will have a "green engine".

#2: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#2: Qualifications, Experience and Operating Record - Remarks:

Qualifications (4/5 points) Currently servicing many customers in southeast Florida-no customers in Central Florida.
Experience & Operation Record (14/15 points) Good experience but has two environmental violations.

#2: Fee Schedule:

52

#2 Total:

80

RESPONSE #3: EMERALD WASTE SERVICES:

#3: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

11

#3: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (3/5 points) Although, the titled project understanding and approach is not detailed it is more defined in Section 2-3.
Ability to Perform (8/10 points) Vehicle information suitable but, not detailed.

#3: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#3: Qualifications, Experience and Operating Record - Remarks:

Qualification (5/5 points) Site location is suitable.
Experience & Operation Record (14/15 points) Good experience and operation record servicing several municipalities.

#3: Fee Schedule:

54

#3 Total:

84

RESPONSE #4: REPUBLIC SERVICES:

#4: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#4: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (4/5 points) Brief description in this section but, more detailed information in the Ability to Perform section.
Ability to Perform (10/10 points) Detailed information provided.

#4: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#4: Qualifications, Experience and Operating Record - Remarks:

Qualification (5/5 points) Large company,
Experience & Operation Record (14/15 points)
Republic Services serviced unincorporated Seminole County prior to the current contract. Also services the City of Oviedo.
Experience & Operation Record (/15 points)

#4: Fee Schedule:

61

#4 Total:

94

RESPONSE #5: SOUTHERN WASTE SYSTEMS:

#5: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

4

#5: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (1/5 points): Lacking the detailed approach.
Ability to Perform: (3/10 points) Detailed information not provided for record keeping and reporting. Schedule of Major Tasks: Page 59 "Operations Plan" wrong starting date. The starting date was entered as "March 1, 2010 go live", Page 69: Vehicle identification List-makes reference to Orange County. Page 61: Vehicle List, does not include the model and does not indicate if the vehicles are leased or owned. This list includes only one rear loader. Delivery guarantees by manufacturers not included.
Staff Mobilization: Not included.

#5: Qualifications, Experience and Operating Record (0 to 20 Points):

8

#5: Qualifications, Experience and Operating Record - Remarks:

Qualifications (3/5 points)
Experience & Operation Record (5/15 points)- Experienced in commercial not residential. Page 72-Litigation-Last sentence on this page is "There are other litigations which grow out of the normal course of business none of which would adversely impact the financial integrity of the intities".

#5: Fee Schedule:

65

#5 Total:

77

RESPONSE #6: VEOLIA ES SOLID WASTE:

#6: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#6: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (5/5 points) Extremely detailed.
Ability to Perform (9/10 points) Impressive staff mobilization and transition plan.

#6: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#6: Qualifications, Experience and Operating Record - Remarks:

Qualifications (5/5 points) Many municipalities currently being serviced.
Experience & Operating Record (15/15 points) Currently services one zone in Orange County with minimal complaints.

#6: Fee Schedule:

61

#6: Total:

95

RESPONSE #7: WASTE MANAGEMENT:

#7: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

11

#7: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (1/5 points) Lacking information.
Ability to Perform (10/10 points) Current provider. No transition interruption. No change in vehicles.

#7: Qualifications, Experience and Operating Record (0 to 20 Points):

15

#7: Qualifications, Experience and Operating Record - Remarks:

Qualifications (5/5 points) Currently services unincorporated Seminole County and the City of Lake Mary.
Experience & Operating Record (10/15 points) Lengthy litigations and environmental issues.

#7: Fee Schedule:

47

#7: Total:

73

RESPONSE #8: WASTE PRO FLORIDA:

#8: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#8: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (5/5 points) Extremely detailed.

Ability to Perform (9/10) Detailed plans. Waste Pro will have less routes/vehicles than the current provider in Service Area 2.

#8: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#8: Qualifications, Experience and Operating Record - Remarks:

Qualifications (5/5 points) Many Central Florida/Seminole County area currently being serviced.

Experience & Operating Record (15/15 points) Excellent

#8: Fee Schedule:

62

#8: Total:

96

RESPONSE #9: WASTE SERVICES FLORIDA:

#9: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#9: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (5/5 points) Detailed

Ability to Perform (10/10 points) Detailed work plans.

#9: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#9: Qualifications, Experience and Operating Record - Remarks:

Qualifications (5/5 points) Operating facility in Longwood

Experience & Operating Record (13/15 points) Current service provider for unincorporated Seminole County Service Area 2.

#9: Fee Schedule:

59

Created at 10/12/2009 8:48 AM by Dunning, Lisa

Last modified at 10/13/2009 1:50 PM by Cohen, Betsy

Evaluations

RFP-600742-09/GMG - Residential Solid Waste Collection Services

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Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:

:

Yes

Conflict of Interest Statement - Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest:

Yes

RESPONSE #1: ADVANCED DISPOSAL SERVICES:

#1: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#1: Project Understanding, Approach and Ability to Perform - Remarks:

Demonstrated understanding of project.
Work plan and transition plan are comprehensive.

#1: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#1: Qualifications, Experience and Operating Record - Remarks:

Short tenured employees however, they have a good deal of experience with other agencies. Several clients with similar number of homes served. Well established agency.

#1: Fee Schedule:

57

#1 Total:

90

RESPONSE #2: CHOICE ENVIRONMENTAL:

#2: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#2: Project Understanding, Approach and Ability to Perform - Remarks:

Understanding of RFP components including reporting.
Work plan and transition plan are comprehensive, however number of recycling vehicles seems low. On the plus side the equipment proposed is new and will have fuel efficient engines. Preventative maintenance program identified.

#2: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#2: Qualifications, Experience and Operating Record - Remarks:

Fairly young company (5 years).
Leadership team is experienced and client examples provided are relevant. Strong letters of reference provided.

#2: Fee Schedule:

52

#2 Total:

84

RESPONSE #3: EMERALD WASTE SERVICES:

#3: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

12

#3: Project Understanding, Approach and Ability to Perform - Remarks:

Demonstrated understanding of RFP with a phased approach for implementation. Emphasis placed on communication. Emphasis on customer service standards and safety. Lower number of recycling trucks than anticipated, however a detailed maintenance plan is referenced. Outreach samples are of quality.

#3: Qualifications, Experience and Operating Record (0 to 20 Points):

17

#3: Qualifications, Experience and Operating Record - Remarks:

Provides service in 40 locations. Leadership team 6 - 32 years of experience.
Long time customer examples provided (4-11 years) who have similar number of homes for service.

#3: Fee Schedule:

54

#3 Total:

83

RESPONSE #4: REPUBLIC SERVICES:

#4: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

12

#4: Project Understanding, Approach and Ability to Perform - Remarks:

Understands RFP, work plan and timeline are clear, emphasis on customer service.
Not clear on the number of drivers they plan to employ from section #3. Otherwise transition plan and outreach are sound.

#4: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#4: Qualifications, Experience and Operating Record - Remarks:

Very large national company providing service in 40 states with 13 years of experience.
Provided client examples of contracts ranging from 7-11 years, in some cases serving more homes. Sound references provided and transition experience demonstrated.

#4: Fee Schedule:

61

#4 Total:

92

RESPONSE #5: SOUTHERN WASTE SYSTEMS:

#5: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

8

#5: Project Understanding, Approach and Ability to Perform - Remarks:

Timeline unorganized however detailed, diverse services and commitment to community demonstrated.
Transition plan is detailed, slightly lower than anticipated number of trucks/employees, public outreach acceptable, concern that current accounts have far fewer customers than we do.

#5: Qualifications, Experience and Operating Record (0 to 20 Points):

16

#5: Qualifications, Experience and Operating Record - Remarks:

Leadership team has decades of experience.
10 years experience however references provided were for 1, 2, 2 and 8 years.

#5: Fee Schedule:

65

#5 Total:

89

RESPONSE #6: VEOLIA ES SOLID WASTE:

#6: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#6: Project Understanding, Approach and Ability to Perform - Remarks:

Restated understanding of RFP requirements. Transition plan is comprehensive. Number of recycling vehicles is light from anticipated. Very detailed timeline activities for a successful project implementation. Extensive training program for all levels. Public Outreach and Communication plan is adequate. Low complaint ration in example provided.

#6: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#6: Qualifications, Experience and Operating Record - Remarks:

Major corp serving many states with acceptable financials. Leadership team has 12 -25 years of experience in industry. Examples provided of similar number of homes serviced.

#6: Fee Schedule:

61

#6: Total:

94

RESPONSE #7: WASTE MANAGEMENT:

#7: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

10

#7: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding was not well explained. Sound preventative maintenance plan.

#7: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#7: Qualifications, Experience and Operating Record - Remarks:

Experience as current vendor and key personnel have extensive experience as well.

#7: Fee Schedule:

47

#7: Total:

76

RESPONSE #8: WASTE PRO FLORIDA:

#8: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

13

#8: Project Understanding, Approach and Ability to Perform - Remarks:

Sound understanding of the project with specifics mentioned for exceptions.

Clear timeline, sound outreach plan, serves other clients with the same or more number of customers, however fewer than anticipated number of vehicles and employees.

#8: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#8: Qualifications, Experience and Operating Record - Remarks:

Strong corporate qualifications including decades of experience and acceptable financials.

87 contracts, unique approach to supervisor taking care of an issue in the field before it becomes a customer service complaint, 80 transitions in the last 8 years.

#8: Fee Schedule:

62

#8: Total:

93

RESPONSE #9: WASTE SERVICES FLORIDA:

#9: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

12

#9: Project Understanding, Approach and Ability to Perform - Remarks:

Demonstrated understanding of the project.

Work plan would be easier to comprehend in table format, vehicles and number of employees are as anticipated, routes and schedules are acceptable, no strong public education plan was demonstrated.

#9: Qualifications, Experience and Operating Record (0 to 20 Points):

15

#9: Qualifications, Experience and Operating Record - Remarks:

Strong training program and corporate team in place with diversity and several years of experience. Major corp, diverse service offerings.

#9: Fee Schedule:

59

Created at 10/12/2009 10:48 AM by [O'Bryan, Sabrina](#)

Last modified at 10/13/2009 1:51 PM by [Cohen, Betsy](#)

Evaluations

RFP-600742-09/GMG - Residential Solid Waste Collection Services

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Congratulations on your selection as an Evaluation Team Member!
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Yes

RESPONSE #1: ADVANCED DISPOSAL SERVICES:

#1: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

12

#1: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and approach (5/5). Solid understanding and plan for work effort. Very good automated complaint tracking tracking system. Ability to perform (7/10). Equipment appears reasonable. Detailed staffing and transition plan. Has Orange County contract. Good equipment PM program.

#1: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#1: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Large firm; experienced. Relevant experience and operating record (14/15). Very good operating history and experience in FL.

#1: Fee Schedule:

57

#1 Total:

88

RESPONSE #2: CHOICE ENVIRONMENTAL:

#2: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#2: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (5/5). Good summary of activities needed to support contract. Ability to perform (10/10). Equipment appears sufficient. Provided PM for equipment, transition plan, staffing plan and operational plan.

#2: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#2: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Fairly large company. Has presence in FL. Ability to perform (13/15). Appears capable. Central FL operations lacking.

#2: Fee Schedule:

52

#2 Total:

85

RESPONSE #3: EMERALD WASTE SERVICES:

#3: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

13

#3: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (5/5). Solid approach with sufficient detail. Places focus on customer service. Ability to perform (8/10). Equipment quantities appears sufficient; lacks detail. Good summary of staffing, work plan, transition plan and PM for equipment. No Local presence.

#3: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#3: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Large firm. Has existing operations in Alachua and Volusia Counties. Relevant experience and operating record (14/15). Appears Emerald has a good record and operating experience.

#3: Fee Schedule:

54

#3 Total:

86

RESPONSE #4: REPUBLIC SERVICES:

#4: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#4: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (5/5). Good summary of approach and customer complaint system.
Ability to perform (9/10). Central FL presence; other contracts in FL. Good detail on staffing, transition, PM program and equipment.

#4: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#4: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Large firm with local presence.
Relevant experience and operating record (13/15). Good experience in central FL. A few citations--appear minor.

#4: Fee Schedule:

61

#4 Total:

93

RESPONSE #5: SOUTHERN WASTE SYSTEMS:

#5: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

6

#5: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (1/5). Did not provide sufficient detail. Indicated start date was March 1 instead of April 1, 2010.
Ability to perform (5/10). Equipment list lacks detail. No presence in central FL. Appears major residential collection is a shift in business plan.

#5: Qualifications, Experience and Operating Record (0 to 20 Points):

7

#5: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (3/5). Firm appears more focused on commercial services; residential experience very limited.
Relevant experience and operating record (4/15). Limited residential experience in proposal. Information provided on litigation is very concerning.

#5: Fee Schedule:

65

#5 Total:

78

RESPONSE #6: VEOLIA ES SOLID WASTE:

#6: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#6: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (5/5). Good summary with detail on scope of services.
Ability to perform (9/10). Equipment appears sufficient. Details provided for staffing, transition, equipment PM and acquisition. No presence in central FL.

#6: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#6: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Large firm with sufficient residential experience.
Relevant experience and operating record (15/15). Has central FL presence and good operational record.

#6: Fee Schedule:

61

#6: Total:

95

RESPONSE #7: WASTE MANAGEMENT:

#7: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

13

#7: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (3/5). WM currently is a SC service provider; yet no detail on understanding.
Ability to perform (9/10). Proven capable on existing contract.

#7: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#7: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Very large national firm with presence in central FL.
Relevant experience and operating record (13/15). Solid experience and operating record. Litigation detail was provided but kept in perspective to size of company.

#7: Fee Schedule:

47

#7: Total:

78

RESPONSE #8: WASTE PRO FLORIDA:

#8: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#8: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (5/5). Very good summary and work approach.

Ability to perform (10/10). Currently a SC service provider. Good description of customer complaint tracking system. Details on equipment, staffing, transition and work plan provided.

#8: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#8: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Firm has experience in residential waste collection.
Relevant experience and operating record (15/15). First hand experience with SC; solid record.

#8: Fee Schedule:

62

#8: Total:

97

RESPONSE #9: WASTE SERVICES FLORIDA:

#9: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#9: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (5/5). Good description of services and customer complaint system.
Ability to perform (10/10). Currently a SC service provider. Equipment list appears reasonable. Good plans for work effort, staffing, transition and equipment PM.

#9: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#9: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Large firm.
Relevant experience and operating record (14/15). Good experience and operating record.

#9: Fee Schedule:

59

Created at 10/12/2009 3:30 PM by Neff, Andrew

Last modified at 10/13/2009 1:52 PM by Cohen, Betsy

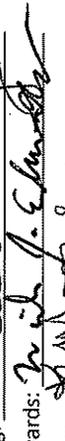
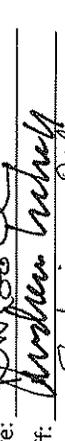
RFP-600742-09/GMG - RESIDENTIAL SOLID WASTE COLLECTION SERVICES

PROPOSALS EVALUATIONS
SERVICE AREA #2

Evaluators	Advanced Disposal Services	Choice Environmental Services, Inc.	Emerald Waste Services	Republic Services of Florida	Southern Waste Systems	Veolia ES Solid Waste Southeast	Waste Management	Waste Pro of Florida	Waste Services of Florida
Lisa Dunning, Program Coordinator, Environmental Services Department	90	79	77	96	65	99	*	95	93
Johnny Edwards, Solid Waste Manager, Environmental Services Department	87	82	77	94	64	97	*	96	92
Kathy Moore, MSBU Program Manager, Fiscal Services Department	91	82	78	96	75	98	*	96	92
Andrew Neff, Director, Environmental Services Department	89	84	79	95	66	99	*	96	94
Sabrina O'Bryan, Assistant County Manager	91	83	76	94	77	98	*	92	87
Score	448	410	387	475	347	491	*	475	458
Ranking	5	6	7	2	8	1	*	2	4

(*) Waste Management did not submit proposal for Service Area #2

Evaluation Committee's Recommendation for service Area #2: Veolia ES Solid Waste Southeast

Lisa Dunning: 
 Johnny Edwards: 
 Kathy Moore: 
 Andrew Neff: 
 Sabrina O'Bryan: 

Evaluations

RFP-600742-09/GMG - Residential Solid Waste Collection Services

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Are you willing to present a clear picture of the issues considered during the evaluation?

I have read and will comply with the above requirement:

:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest:

Yes

RESPONSE #1: ADVANCED DISPOSAL SERVICES:

To operate from Orlando

#1: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

13

#1: Project Understanding, Approach and Ability to Perform - Remarks:

Approach/4; Ability/9

Location/equipment repair distance. Unclear as to equipment provisions - as to whether qty per area or total for both areas.

#1: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#1: Qualifications, Experience and Operating Record - Remarks:

Qualifications/5; Experience/15
Established/Experienced.

#1: Fee Schedule:

58

#1 Total:

91

RESPONSE #2: CHOICE ENVIRONMENTAL:

To operate from Sanford

#2: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#2: Project Understanding, Approach and Ability to Perform - Remarks:

Approach/5; Ability/9

Note that county business license was obtained on 9/22/09. Site location is not registered in name of this company.

#2: Qualifications, Experience and Operating Record (0 to 20 Points):

17

#2: Qualifications, Experience and Operating Record - Remarks:

Qualifications/5; Experience/12
Business license obtained 9/09.

#2: Fee Schedule:

51

#2 Total:

82

RESPONSE #3: EMERALD WASTE SERVICES:

To operate from Orange City If Area 1; to operate from small satelit office in county. New facility in county if awarded both areas.

#3: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

12

#3: Project Understanding, Approach and Ability to Perform - Remarks:

Approach/4; Ability/8

Generic proposal without customization to Seminole County. Many gramatical areas made following proposal difficult. OPERating location could pose difficulties in terms of service and repairs.

#3: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#3: Qualifications, Experience and Operating Record - Remarks:

Qualifications/5; Experience/14

Strong qualifications and eperience, however, no experience in Seminole County

#3: Fee Schedule:

47

#3 Total:

78

RESPONSE #4: REPUBLIC SERVICES:

Location for base not cited? Orlando? Rocket Blvd?

#4: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#4: Project Understanding, Approach and Ability to Perform - Remarks:

Approach/5; Ability/9
Conveyed well/detailed.

#4: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#4: Qualifications, Experience and Operating Record - Remarks:

Qualifications/5; Experience/14

#4: Fee Schedule:

63

#4 Total:

96

RESPONSE #5: SOUTHERN WASTE SYSTEMS:

Established in south Florida. Office in Casselberry.

#5: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

10

#5: Project Understanding, Approach and Ability to Perform - Remarks:

Approach/4; Ability/6

The total equipment and employee provisions appears to be for both areas combined; need information as to equipment and employee counts specific to each area. Number of routes not specified. Equipment meets expectations regarding active but not spare. Number of employees seem to be less than may be essential to operate equipment and provide local customer service. Have concern regarding the company transitioning into the central Fla area from S.Fla. Also, the average age of existing equipment is older than stated; and the proposed equipment acquisition appears to more than double the existing inventory. Transition plan insufficient. Customer service plans insufficient.

#5: Qualifications, Experience and Operating Record (0 to 20 Points):

12

#5: Qualifications, Experience and Operating Record - Remarks:

Qualifications/4; Experience/8

Concerns regarding litigation history. Need clarification as to how these noted occurrences relate to performing per the contractual standards in Seminole County. Limited experience relative to large residential service areas. Business license in Seminole County?

#5: Fee Schedule:

53

#5 Total:

75

RESPONSE #6: VEOLIA ES SOLID WASTE:

To operate from Apopka.

#6: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#6: Project Understanding, Approach and Ability to Perform - Remarks:

Approach/5; Ability/9

Detailed and complete plan. Proposed equipment is well aligned with base expectations. Some of the existing equipment is older than preferred, but most equipment will be new and change out plans were noted. Operating from Orange County/Apopka.

#6: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#6: Qualifications, Experience and Operating Record - Remarks:

Qualifications/5; Experience/14

Strong/comparative service experiences. No prior service in Seminole County; service in other counties in the central Florida vicinity.

#6: Fee Schedule:

65

#6: Total:

98

RESPONSE #7: WASTE MANAGEMENT:

Operates from Orlando?

#7: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

12

#7: Project Understanding, Approach and Ability to Perform - Remarks:

Approach/4; Ability/8

Limited expression (content/detail) of approach and ability.

#7: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#7: Qualifications, Experience and Operating Record - Remarks:

Qualifications/5; Experience/13

Customer service concerns. Improvements/enhancements not addressed in proposal.

#7: Fee Schedule:

0

#7: Total:

30

RESPONSE #8: WASTE PRO FLORIDA:

Opeates from Seminole County (Longwood)

#8: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#8: Project Understanding, Approach and Ability to Perform - Remarks:

Approach/5;Ability/10

Strong/detailed outline. Equipment proposed within expectations excluding spares. Fewer routes than current consideration noted. Alternative service solutions offered. Need some conseration for variations between Area 1 and Area 2. Did not note a distinction regarding the need for more equipment/personnel for area 2 in comparison to area 1.

#8: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#8: Qualifications, Experience and Operating Record - Remarks:

Qualifications/5; Experience/15

Established, familiar with requirements, strong record of quality service. Local presence.

#8: Fee Schedule:

61

#8: Total:

96

RESPONSE #9: WASTE SERVICES FLORIDA:

#9: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#9: Project Understanding, Approach and Ability to Perform - Remarks:

Approach/4; Ability/10

#9: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#9: Qualifications, Experience and Operating Record - Remarks:

Qualifications/5;Experience/13

Customer servcice concerns; no comments in proposal for servcice enhancements or improvements

#9: Fee Schedule:

60

Created at 10/7/2009 3:08 PM by Moore, Kathy

Last modified at 10/13/2009 2:19 PM by Cohen, Betsy

Evaluations

RFP-600742-09/GMG - Residential Solid Waste Collection Services

Congratulations on your selection as an Evaluation Team Member!
 Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
 Are you willing to present a clear picture of the issues considered during the evaluation?
 I have read and will comply with the above requirement:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest:

Yes

RESPONSE #1: ADVANCED DISPOSAL SERVICES:

#1: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

9

#1: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (5/5 points). Thorough summary of scope of services and approach details. Thorough description of reporting and complaint tracking system.
 Ability to Perform (4/10 Points). No equipment guarantees. Proposed equipment provides reasonable types and quantities. Informative and detailed plans for work, equipment, staffing and transition. Existing residential operations in Orange and Clay. Excellent PM program detail for equipment.

#1: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#1: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (5/5 points). Large company with local operations.
 Relevant Experience and Operating Record (15/15 points). Outstanding experience and operating record, including several central Florida clients.

#1: Fee Schedule:

58

#1 Total:

87

RESPONSE #2: CHOICE ENVIRONMENTAL:

#2: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#2: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (5/5 points). Outstanding summary of scope of services and approach details. Thorough description of reporting and complaint tracking system.
 Ability to Perform (10/10 Points). Equipment guarantee from RJ Twitchell & Co, Inc. Proposed equipment provides reasonable types and quantities. Informative and detailed plans for work, equipment, staffing and transition. Excellent PM program detail for equipment.

#2: Qualifications, Experience and Operating Record (0 to 20 Points):

16

#2: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (4/5 points). Large company with local operations in southeast and Hillsborough.
 Relevant Experience and Operating Record (12/15 points). Good experience and operating record. No references from recent operations in Central Florida.

#2: Fee Schedule:

51

#2 Total:

82

RESPONSE #3: EMERALD WASTE SERVICES:

#3: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

13

#3: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (5/5 points). Thorough summary of scope of services and approach details. Thorough description of reporting and complaint tracking system (most detail is found in Section 2-3, Ability to Perform).
 Ability to Perform (8/10 Points). Equipment guarantee from F&C Truck Sales & Service, Inc. Proposed equipment provides reasonable quantities; detail on type is not provided. Informative and detailed plans for work, equipment, staffing and transition. PM program detail for equipment.

#3: Qualifications, Experience and Operating Record (0 to 20 Points):

17

#3: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (5/5 points). Large company with local operations in Volusia and Alachua.
 Relevant Experience and Operating Record (12/15 points). Good experience and operating record.

#3: Fee Schedule:

47

#3 Total:

77

RESPONSE #4: REPUBLIC SERVICES:

#4: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#4: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (4/5 points). Adequate summary of scope of services and approach details. Description of reporting and complaint tracking system.

Ability to Perform (10/10 Points). Equipment guarantees from McNeillus and Labrie. Proposed equipment provides reasonable types and quantities. Very informative and detailed plans for work, equipment, staffing and transition. Existing residential operations in Oviedo, Polk, and Orange. PM program detail for equipment.

#4: Qualifications, Experience and Operating Record (0 to 20 Points):

17

#4: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (5/5 points). Very large company with local operations.

Relevant Experience and Operating Record (12/15 points). Good experience and operating record, including Seminole County. Some environmental "citations" that pertain to hauling, however each appears to be minor.

#4: Fee Schedule:

63

#4 Total:

94

RESPONSE #5: SOUTHERN WASTE SYSTEMS:

#5: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

5

#5: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (1/5 points). Did not explain the scope of services, or provide any approach details. No description of record keeping and reporting system. Identifies Orange County as solicitor on Vehicle ID list (page 60).

Ability to Perform (4/10 Points). No manufacturer equipment delivery guarantees. Proposed equipment (page 59) does not provide manufacturer or model information as requested. Respondent does acknowledge County's desire to minimize services changes (routes, days, times.) (Awaiting financial information - assumed to be acceptable.)

#5: Qualifications, Experience and Operating Record (0 to 20 Points):

6

#5: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (3/5 points). Company appears to be an experienced waste hauler, but has not provided sufficient information demonstrating residential collection experience.

Relevant Experience and Operating Record (3/15 points). Existing equipment (page 61) shows one rear-end load truck for residential service. References listed on Page 68 include only three public sector clients with a total of less than 4,000 homes receiving residential services. The County's contracts will include over 21,000 homes each. While the three aforementioned clients indicate satisfaction with Respondent, the County's contracts, serving over 21,000 homes each, are a substantial departure from the contracts currently serviced. Substantial Litigation History.

#5: Fee Schedule:

53

#5 Total:

64

RESPONSE #6: VEOLIA ES SOLID WASTE:

#6: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

12

#6: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (4/5 points). Thorough summary of scope of services and approach details.

Ability to Perform (8/10 Points). Equipment guarantee from Heil. Proposed equipment provides reasonable types and quantities. Very informative and detailed plans for work, equipment, staffing and transition.

#6: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#6: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (5/5 points). Large company with local operations serving larger residential contracts.

Relevant Experience and Operating Record (15/15 points). Outstanding experience and operating record, including several central Florida clients.

#6: Fee Schedule:

65

#6: Total:

97

RESPONSE #7: WASTE MANAGEMENT:

#7: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

13

#7: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (3/5 points). WMIF is incumbent in this Service Area, but did not provide the information requested in the RFP. Ability to Perform (10/10 Points). WMIF currently performs the services.

#7: Qualifications, Experience and Operating Record (0 to 20 Points):

17

#7: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (5/5 points). Very large company with operations throughout the State and Country. Relevant Experience and Operating Record (12/15 points). Outstanding experience and operating record. Some litigation and environmental compliance issues; although nothing that would appear to impact the subject services.

#7: Fee Schedule:

0

#7: Total:

30

RESPONSE #8: WASTE PRO FLORIDA:

#8: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#8: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (5/5 points). Thorough summary of scope of services and approach details. Ability to Perform (10/10 Points). Commitment to provide service above and beyond contract requirements. Description of reporting and complaint tracking system. Equipment guarantees from GSP and McNeilus. Proposed equipment provides reasonable types and quantities. Very informative and detailed plans for work, equipment, staffing and transition. Existing residential operations in Seminole County. PM program detail for equipment.

#8: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#8: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (5/5 points). Large company with local operations serving larger residential contracts. Relevant Experience and Operating Record (15/15 points). Outstanding experience and operating record, including Seminole County.

#8: Fee Schedule:

61

#8: Total:

96

RESPONSE #9: WASTE SERVICES FLORIDA:

#9: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#9: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (5/5 points). Thorough summary of scope of services and approach details. Description of reporting and complaint tracking system. Ability to Perform (10/10 Points). Equipment guarantees from Nextran-Orlando. Proposed equipment provides reasonable types and quantities. Very informative and detailed plans for work, equipment, staffing and transition. Existing residential operations in Seminole County. PM program detail for equipment.

#9: Qualifications, Experience and Operating Record (0 to 20 Points):

17

#9: Qualifications, Experience and Operating Record - Remarks:

Corporate Qualifications (5/5 points). Large company with local operations. Relevant Experience and Operating Record (12/15 points). Good experience and operating record, including Seminole County.

#9: Fee Schedule:

60

Created at 10/7/2009 5:01 PM by Edwards, William (Johnny)

Last modified at 10/13/2009 2:21 PM by Cohen, Betsy

Evaluations

RFP-600742-09/GMG - Residential Solid Waste Collection Services

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I have read and will comply with the above requirement:

:

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Yes

RESPONSE #1: ADVANCED DISPOSAL SERVICES:

#1: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

12

#1: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (5/5 points) Very detailed.

Ability to Perform (7/10 points) 3. A. 2. 1. Equipment Acquisition outlines number of vehicles for Service Area 1 & 2 but does not meet minimum for both.

2 Customer Service Reps will not be dedicated.

#1: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#1: Qualifications, Experience and Operating Record - Remarks:

Qualification (5/5 points) Many municipalities currently being serviced.

Experience & Operating Record (15/15 points) Several positive letters of recommendation

#1: Fee Schedule:

58

#1 Total:

90

RESPONSE #2: CHOICE ENVIRONMENTAL:

#2: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

10

#2: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (5/5 points) Very detailed.

Ability to Perform (5/10 points) Concerned that this company has a "Proposed Yard Location". The new trucks that will be purchased will have a "green engine".

#2: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#2: Qualifications, Experience and Operating Record - Remarks:

Qualifications (4/5 points) Currently servicing many customers in southeast Florida-no customers in Central Florida.

Experience & Operation Record (14/15 points) Good experience but has two environmental violations.

#2: Fee Schedule:

51

#2 Total:

79

RESPONSE #3: EMERALD WASTE SERVICES:

#3: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

11

#3: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (3/5 points) Although, the titled project understanding and approach is not detailed it is more defined in Section 2-3.

Ability to Perform (8/10 points) Vehicle information suitable but, not detailed.

#3: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#3: Qualifications, Experience and Operating Record - Remarks:

Qualification (5/5 points) Site location is suitable.

Experience & Operation Record (14/15 points) Good experience and operation record servicing several municipalities.

#3: Fee Schedule:

47

#3 Total:

77

RESPONSE #4: REPUBLIC SERVICES:

#4: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#4: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (4/5 points) Brief description in this section but, more detailed information in the Ability to Perform section.
 Ability to Perform (10/10 points) Detailed information provided.

#4: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#4: Qualifications, Experience and Operating Record - Remarks:

Qualification (5/5 points) Large company,
 Experience & Operation Record (14/15 points)
 Republic Services serviced unincorporated Seminole County prior to the current contract. Also services the City of Oviedo.
 Experience & Operation Record (/15 points)

#4: Fee Schedule:

63

#4 Total:

96

RESPONSE #5: SOUTHERN WASTE SYSTEMS:

#5: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

4

#5: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and Approach (1/5 points): Lacking the detailed approach.
 Ability to Perform: (3/10 points) Detailed information not provided for record keeping and reporting. Schedule of Major Tasks: Page 59 "Operations Plan" wrong starting date. The starting date was entered as "March 1, 2010 go live". Page 69: Vehicle identification List-makes reference to Orange County. Page 61: Vehicle List, does not include the model and does not indicate if the vehicles are leased or owned. This list includes only one rear loader. Delivery guarantees by manufacturers not included. Staff Mobilization: Not included.

#5: Qualifications, Experience and Operating Record (0 to 20 Points):

8

#5: Qualifications, Experience and Operating Record - Remarks:

Qualifications (3/5 points)
 Experience & Operation Record (5/15 points)- Experienced in commercial not residential. Page 72-Litigation-Last sentence on this page is "There are other litigations which grow out of the normal course of business none of which would adversely impact the financial integrity of the intitities".

#5: Fee Schedule:

53

#5 Total:

65

RESPONSE #6: VEOLIA ES SOLID WASTE:

#6: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#6: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (5/5 points) Extremely detailed.
 Ability to Perform (9/10 points) Impressive staff mobilization and transition plan.

#6: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#6: Qualifications, Experience and Operating Record - Remarks:

Qualifications (5/5 points) Many municipalities currently being serviced.
 Experience & Operating Record (15/15 points) Currently services one zone in Orange County with minimal complaints.

#6: Fee Schedule:

65

#6: Total:

99

RESPONSE #7: WASTE MANAGEMENT:

#7: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

11

#7: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (1/5 points) Lacking information.
 Ability to Perform (10/10 points) Current provider. No tranistion interuption. No change in vehicles.

#7: Qualifications, Experience and Operating Record (0 to 20 Points):

15

#7: Qualifications, Experience and Operating Record - Remarks:

Qualifications (5/5 points) Currently services unincorporated Seminole County and the City of Lake Mary.
 Experience & Operating Record (10/15 points) Lengthy litigations and environmental issues.

#7: Fee Schedule:

0

#7: Total:

26

RESPONSE #8: WASTE PRO FLORIDA:

#8: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#8: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (5/5 points) Extremely detailed.
Ability to Perform (9/10) Detailed plans. Waste Pro will have less routes/vehicles than the current provider in Service Area 2.

#8: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#8: Qualifications, Experience and Operating Record - Remarks:

Qualifications (5/5 points) Many Central Florida/Seminole County area currently being serviced.
Experience & Operating Record (15/15 points) Excellent

#8: Fee Schedule:

61

#8: Total:

95

RESPONSE #9: WASTE SERVICES FLORIDA:

#9: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#9: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding & Approach (5/5 points) Detailed
Ability to Perform (10/10 points) Detailed work plans.

#9: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#9: Qualifications, Experience and Operating Record - Remarks:

Qualifications (5/5 points) Operating facility in Longwood
Experience & Operating Record (13/15 points) Current service provider for unincorporated Seminole County Service Area 2.

#9: Fee Schedule:

60

Created at 10/12/2009 8:48 AM by [Dunning, Lisa](#)

Last modified at 10/13/2009 2:23 PM by [Cohen, Betsy](#)

Evaluations

RFP-600742-09/GMG - Residential Solid Waste Collection Services

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Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest:

Yes

RESPONSE #1: ADVANCED DISPOSAL SERVICES:

#1: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#1: Project Understanding, Approach and Ability to Perform - Remarks:

Demonstrated understanding of project.
Work plan and transition plan are comprehensive.

#1: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#1: Qualifications, Experience and Operating Record - Remarks:

Short tenured employees however, they have a good deal of experience with other agencies. Several clients with similar number of homes served. Well established agency.

#1: Fee Schedule:

58

#1 Total:

91

RESPONSE #2: CHOICE ENVIRONMENTAL:

#2: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#2: Project Understanding, Approach and Ability to Perform - Remarks:

Understanding of RFP components including reporting.
Work plan and transition plan are comprehensive, however number of recycling vehicles seems low. On the plus side the equipment proposed is new and will have fuel efficient engines. Preventative maintenance program identified.

#2: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#2: Qualifications, Experience and Operating Record - Remarks:

Fairly young company (5 years).
Leadership team is experienced and client examples provided are relevant. Strong letters of reference provided.

#2: Fee Schedule:

51

#2 Total:

83

RESPONSE #3: EMERALD WASTE SERVICES:

#3: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

12

#3: Project Understanding, Approach and Ability to Perform - Remarks:

Demonstrated understanding of RFP with a phased approach for implementation. Emphasis placed on communication. Emphasis on customer service standards and safety. Lower number of recycling trucks than anticipated, however a detailed maintenance plan is referenced. Outreach samples are of quality.

#3: Qualifications, Experience and Operating Record (0 to 20 Points):

17

#3: Qualifications, Experience and Operating Record - Remarks:

Provides service in 40 locations. Leadership team 6 - 32 years of experience.
Long time customer examples provided (4-11 years) who have similar number of homes for service.

#3: Fee Schedule:

47

#3 Total:

76

RESPONSE #4: REPUBLIC SERVICES:

#4: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

12

#4: Project Understanding, Approach and Ability to Perform - Remarks:

Understands RFP, work plan and timeline are clear, emphasis on customer service.
Not clear on the number of drivers they plan to employ from section #3. Otherwise transition plan and outreach are sound.

#4: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#4: Qualifications, Experience and Operating Record - Remarks:

Very large national company providing service in 40 states with 13 years of experience.
Provided client examples of contracts ranging from 7-11 years, in some cases serving more homes. Sound references provided and transition experience demonstrated.

#4: Fee Schedule:

63

#4 Total:

94

RESPONSE #5: SOUTHERN WASTE SYSTEMS:

#5: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

8

#5: Project Understanding, Approach and Ability to Perform - Remarks:

Timeline unorganized however detailed, diverse services and commitment to community demonstrated.
Transition plan is detailed, slightly lower than anticipated number of trucks/employees, public outreach acceptable, concern that current accounts have far fewer customers than we do.

#5: Qualifications, Experience and Operating Record (0 to 20 Points):

16

#5: Qualifications, Experience and Operating Record - Remarks:

Leadership team has decades of experience.
10 years experience however references provided were for 1, 2, 2 and 8 years.

#5: Fee Schedule:

53

#5 Total:

77

RESPONSE #6: VEOLIA ES SOLID WASTE:

#6: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#6: Project Understanding, Approach and Ability to Perform - Remarks:

Restated understanding of RFP requirements. Transition plan is comprehensive. Number of recycling vehicles is light from anticipated. Very detailed timeline activities for a successful project implementation. Extensive training program for all levels. Public Outreach and Communication plan is adequate. Low complaint ration in example provided.

#6: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#6: Qualifications, Experience and Operating Record - Remarks:

Major corp serving many states with acceptable financials. Leadership team has 12 -25 years of experience in industry. Examples provided of similar number of homes serviced.

#6: Fee Schedule:

65

#6: Total:

98

RESPONSE #7: WASTE MANAGEMENT:

#7: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

10

#7: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding was not well explained. Sound preventative maintenance plan.

#7: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#7: Qualifications, Experience and Operating Record - Remarks:

Experience as current vendor and key personnel have extensive experience as well.

#7: Fee Schedule:

0

#7: Total:

29

RESPONSE #8: WASTE PRO FLORIDA:

#8: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

13

#8: Project Understanding, Approach and Ability to Perform - Remarks:

Sound understanding of the project with specifics mentioned for exceptions.

Clear timeline, sound outreach plan, serves other clients with the same or more number of customers, however fewer than anticipated number of vehicles and employees.

#8: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#8: Qualifications, Experience and Operating Record - Remarks:

Strong corporate qualifications including decades of experience and acceptable financials.

87 contracts, unique approach to supervisor taking care of an issue in the field before it becomes a customer service complaint, 80 transitions in the last 8 years.

#8: Fee Schedule:

61

#8: Total:

92

RESPONSE #9: WASTE SERVICES FLORIDA:

#9: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

12

#9: Project Understanding, Approach and Ability to Perform - Remarks:

Demonstrated understanding of the project.

Work plan would be easier to comprehend in table format, vehicles and number of employees are as anticipated, routes and schedules are acceptable, no strong public education plan was demonstrated.

#9: Qualifications, Experience and Operating Record (0 to 20 Points):

15

#9: Qualifications, Experience and Operating Record - Remarks:

Strong training program and corporate team in place with diversity and several years of experience. Major corp, diverse service offerings.

#9: Fee Schedule:

60

Created at 10/12/2009 10:48 AM by O'Bryan, Sabrina

Last modified at 10/13/2009 2:24 PM by Cohen, Betsy

Evaluations

RFP-600742-09/GMG - Residential Solid Waste Collection Services

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Yes

RESPONSE #1: ADVANCED DISPOSAL SERVICES:

#1: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

12

#1: Project Understanding, Approach and Ability to Perform - Remarks:

Project Understanding and approach (5/5). Solid understanding and plan for work effort. Very good automated complaint tracking tracking system. Ability to perform (7/10). Equipment appears reasonable. Detailed staffing and transition plan. Has Orange County contract. Good equipment PM program.

#1: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#1: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Large firm; experienced. Relevant experience and operating record (14/15). Very good operating history and experience in FL.

#1: Fee Schedule:

58

#1 Total:

89

RESPONSE #2: CHOICE ENVIRONMENTAL:

#2: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#2: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (5/5). Good summary of activities needed to support contract. Ability to perform (10/10). Equipment appears sufficient. Provided PM for equipment, transition plan, staffing plan and operational plan.

#2: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#2: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Fairly large company. Has presence in FL. Ability to perform (13/15). Appears capable. Central FL operations lacking.

#2: Fee Schedule:

51

#2 Total:

84

RESPONSE #3: EMERALD WASTE SERVICES:

#3: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

13

#3: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (5/5). Solid approach with sufficient detail. Places focus on customer service. Ability to perform (8/10). Equipment quantities appears sufficient; lacks detail. Good summary of staffing, work plan, transition plan and PM for equipment. No Local presence.

#3: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#3: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Large firm. Has existing operations in Alachua and Volusia Counties. Relevant experience and operating record (14/15). Appears Emerald has a good record and operating experience.

#3: Fee Schedule:

47

#3 Total:

79

RESPONSE #4: REPUBLIC SERVICES:

#4: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#4: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (5/5). Good summary of approach and customer complaint system. Ability to perform (9/10). Central FL presence; other contracts in FL. Good detail on staffing, transition, PM program and equipment.

#4: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#4: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Large firm with local presence. Relevant experience and operating record (13/15). Good experience in central FL. A few citations--appear minor.

#4: Fee Schedule:

63

#4 Total:

95

RESPONSE #5: SOUTHERN WASTE SYSTEMS:

#5: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

6

#5: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (1/5). Did not provide sufficient detail. Indicated start date was March 1 instead of April 1, 2010. Ability to perform (5/10). Equipment list lacks detail. No presence in central FL. Appears major residential collection is a shift in business plan.

#5: Qualifications, Experience and Operating Record (0 to 20 Points):

7

#5: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (3/5). Firm appears more focused on commercial services; residential experience very limited. Relevant experience and operating record (4/15). Limited residential experience in proposal. Information provided on litigation is very concerning.

#5: Fee Schedule:

53

#5 Total:

66

RESPONSE #6: VEOLIA ES SOLID WASTE:

#6: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

14

#6: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (5/5). Good summary with detail on scope of services. Ability to perform (9/10). Equipment appears sufficient. Details provided for staffing, transition, equipment PM and acquisition. No presence in central FL.

#6: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#6: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Large firm with sufficient residential experience.

Relevant experience and operating record (15/15). Has central FL presence and good operational record.

#6: Fee Schedule:

65

#6: Total:

99

RESPONSE #7: WASTE MANAGEMENT:

#7: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

13

#7: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (3/5). WM currently is a SC service provider; yet no detail on understanding. Ability to perform (9/10). Proven capable on existing contract.

#7: Qualifications, Experience and Operating Record (0 to 20 Points):

18

#7: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Very large national firm with presence in central FL. Relevant experience and operating record (13/15). Solid experience and operating record. Litigation detail was provided but kept in perspective to size of company.

#7: Fee Schedule:

0

#7: Total:

31

RESPONSE #8: WASTE PRO FLORIDA:

#8: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#8: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (5/5). Very good summary and work approach.

Ability to perform (10/10). Currently a SC service provider. Good description of customer complaint tracking system. Details on equipment, staffing, transition and work plan provided.

#8: Qualifications, Experience and Operating Record (0 to 20 Points):

20

#8: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Firm has experience in residential waste collection.
Relevant experience and operating record (15/15). First hand experience with SC; solid record.

#8: Fee Schedule:

61

#8: Total:

96

RESPONSE #9: WASTE SERVICES FLORIDA:

#9: Project Understanding, Approach and Ability to Perform (0 to 15 Points):

15

#9: Project Understanding, Approach and Ability to Perform - Remarks:

Project understanding and approach (5/5). Good description of services and customer complaint system.
Ability to perform (10/10). Currently a SC service provider. Equipment list appears reasonable. Good plans for work effort, staffing, transition and equipment PM.

#9: Qualifications, Experience and Operating Record (0 to 20 Points):

19

#9: Qualifications, Experience and Operating Record - Remarks:

Corporate qualifications (5/5). Large firm.
Relevant experience and operating record (14/15). Good experience and operating record.

#9: Fee Schedule:

60

Created at 10/12/2009 3:30 PM by [Neff, Andrew](#)

Last modified at 10/13/2009 2:29 PM by [Cohen, Betsy](#)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Administration Code Section 22.10, Municipal Services Benefit Unit Program - Amendments

DEPARTMENT: Fiscal Services

DIVISION: MSBU

AUTHORIZED BY: Lisa Spriggs

CONTACT: Kathy Moore

EXT: 7179

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Resolution Amending Section 22.10, Municipal Services Benefit Unit Program, of the Seminole County Administrative Code.

County-wide

Kathy Moore

BACKGROUND:

On December 9, 2008, the Board clarified the criteria for accepting wall reconstruction projects for funding via non-ad valorem assessment. By general consensus, and consistent with statutory guidelines, the Board indicated that such projects should be limited to critical need situations, and situations in which previously constructed walls were in functional need of replacement. On February 10, 2009, the Board adopted Resolution 2009-26 confirming and defining wall reconstruction project criteria for non-ad valorem assessment funding.

The Resolution proposed today provides revisions to the County Administrative Code Section 22:10 and formalizes the directives contained within Resolution 2009-26. Additionally, the proposed revisions include (1) clarification as to how special requests (case-by-case exceptions) shall be addressed and (2) several minor updates relative to the preliminary steps associated with establishing both Board initiated and community initiated MSBU projects. These revisions are viewed as general revisions purposed at providing clarifications to established requirements.

The staff presentation of this item will include a brief overview of the issues and obstacles associated with fence-to-wall replacement projects. Should the Board stipulate revisions to the criteria for accepting wall projects; the directives will be included in the revisions prior to obtaining execution signature.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Resolution Amending Section 22.10 of the Seminole County Administrative Code.

ATTACHMENTS:

1. Wall Resolution 2009-26
2. Administrative Code Section 22.10
3. Resolution

Additionally Reviewed By:

County Attorney Review (Ann Colby)

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON FEBRUARY 10, 2009.

WHEREAS, the BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA utilizes non-ad valorem assessment as a funding alternative for various improvement projects within the boundaries of unincorporated Seminole County; and

WHEREAS, community wall reconstruction is identified as a suitable project type for non-ad valorem assessment funding consideration; and

WHEREAS, the application criteria for accepting community based requests for wall reconstruction projects requires specific definition; and

WHEREAS, the MSBU creation process for wall reconstruction will be subject to the provisions documented in the Seminole County Administrative Code Section 22:10;

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

Section 1. Community wall reconstruction is hereby authorized as an approved project type for reconstruction and funding via non-ad valorem assessment. The Municipal Service Benefit Unit Program is authorized to accept and process applications for wall reconstruction through non-ad valorem assessment districts [Municipal Services Benefit Unit – MSBU] providing the following application criteria are met:

- Existence of a damaged, destroyed, and/or deteriorating community wall
- Community has no means to levy/enforce a private assessment for wall replacement
- Owner signed Letter(s) of Intent for temporary easement/leasehold to be granted to the County
- Construction material requested is brick, block/stucco, or precast concrete
- Applicant [1] will provide sealed design/engineering plans suitable for public bid/procurement, [2] will substantiate ability to fund preliminary engineering, or [3] requests precast concrete construction that does not require design/engineering

Section 2. The MSBU creation process for wall reconstruction projects shall follow the standards noted for community based requests in Section 22:10 of the Seminole County Administrative Code. Community wall reconstruction projects may include provisions for:

- demolition and removal of existing wall;
- receipt of wall design plans that are secured independent of County assistance via private funding,

- wall design plan services that are (a) County contracted and prepaid by the applicant or other community liaisons, and/or (b) obtained in conjunction with construction services base on preliminary drawings of desired design
- replacement construction

Section 3. A community wall is defined as a permanent upright structure constructed of concrete block, brick or precast concrete used to prevent entrance, provide sound barrier, provide light abatement, and/or to mark a subdivision or community boundary. Replacement of fencing structures, defined as a barrier enclosing or bordering property usually made of posts and wire or wood used to define subdivision/community boundaries are not eligible for replacement via non-ad valorem assessment. The potential use of the MSBU funding format to provide a reconstruction upgrade from a community fence structure to a community wall structure, or from no prior community structure is excluded from consideration.

Section 3. Application for wall reconstruction improvements to be coordinated through the Municipal Service Benefit Unit Program may be accepted as of this date.

ADOPTED this 10th day of February, 2009.

ATTEST:



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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____



Bob Dallari, Chairman

SECTION 22. FISCAL SERVICES**22.10 MUNICIPAL SERVICES BENEFIT UNIT PROGRAM****A. PURPOSE.**

(1) Non-Ad valorem assessment is an alternative funding source for improvement projects and/or services that meet the guidelines for essential public purposes as are defined by and consistent with Chapter 125, Florida Statutes. Through the establishment of non-ad valorem assessment districts – individually referred to as a Municipal Services Benefit Unit [MSBU] – property owners benefit from essential improvements to neighborhood common areas, public infrastructure and facilities. The purpose of the Municipal Service Benefit Unit [MSBU] Program of Seminole County Government is to provide a centralized entity through which non-ad valorem assessments are managed and coordinated for unincorporated Seminole County. The MSBU Program shall serve as the liaison for the County for community initiated requests for establishing MSBUs.

(2) The MSBU Program will be an independent program coordinated within and subject to the directorship of the Department of Fiscal Services. Operational guidelines and procedures consistent with the Administrative Code will be developed and maintained within the Department of Fiscal Services.

(3) The MSBU Program will provide support services to the Solid Waste Division for the Collection and Disposal Service Contract established with the franchised haulers servicing the properties located in unincorporated areas. Support services provided by the MSBU Program will include the activities associated with the financial aspects of calculating, billing and collecting the non-ad valorem assessments required to fund the collection and disposal improvements. The MSBU Program will provide customer service support and database maintenance of customer records such as service level options, billing units, assessment rates, and optional billing formats. The Solid Waste Division of Environmental Services will be responsible for the administration and management of the Collection and Disposal Service Contract and customer service activities associated with the contracted haulers, collection and disposal, service problems, days of service and recycling.

B. ADMINISTRATIVE CODE REVISION. The revised MSBU Program Administrative Code document approved by the Board will supersede and replace all other Administrative Code provisions for MSBU Program Guidelines and Procedures. The Board of County Commissioners may address exceptions to any of the administrative provisions on a case-by-case basis. Exception review requests received from potential applicants will be coordinated through the MSBU Program and may be presented by the MSBU Program to the Board of County Commissioners following County Manager confirmation for granting exception consideration. Exception requests shall include justification for allowing exception processing and staff recommendations for response.

C. STATUTORY AUTHORITY. Chapter 125.01(q)1 of the Florida Statutes authorizes the Board of County Commissioners to provide for the establishment,



merging or abolishment of municipal service benefit units (MSBUs) for any part or all of the unincorporated area of the county. It also provides for a county MSBU to include all or part of a municipality subject to consent by ordinance of the governing body of the municipality. The law permits such MSBUs to be created for the purpose of providing and maintaining improvements which specifically benefit property in a particular area. The improvements must provide a public purpose. Chapter 197.3632 of the Florida Statutes provides for the levy, collection and enforcement of non-ad valorem assessments through the uniform method.

D. ESTABLISHING AN MSBU AND GOVERNING AUTHORITY. The Municipal Service Benefit Units authorized by the Board will be established by Ordinance. Governing expectations, regulations and range of authority for managing the improvement project and the MSBU will be included in the respective governing ordinance. The process of establishing an MSBU may be initiated by Board action absent a community based request or by community based request.

(1) When the MSBU establishment process is initiated by Board action, the following steps, consistent with statutory requirements, will be involved in the process:

(a) ~~Resolution defining improvement to be pursued and declaration of intent to assess & date of associated public hearing.~~ Resolution of Intent to use the uniform method for levy, collection and enforcement of non-ad valorem assessments (if so required by nature of project or proposed improvement) – By definition, the uniform method includes the imposition of non-ad valorem assessment, assessment billing and collecting by Tax Collector via property tax statement, with standard statutory enforcement criteria.

(b) ~~Publication of Resolution of Necessity & Notification of Public Hearing to establish Ordinance, Ordinance Adoption – establishment of MSBU and governing parameters; adoption of Ordinance to be giving consideration at a public hearing.~~

(c) ~~Public Hearing – Ordinance Establishing MSBU & Preliminary Assessment Roll, and Preliminary Assessment Roll Adoption – identification of assessed property and assessment units, and approval of preliminary rate of assessment to be given consideration at a public hearing.~~

(d) ~~Certification of Assessment Roll.~~

(2) When the MSBU establishment process is initiated by community based request, the following steps, as further defined in Section N, will be involved in the process:

(a) ~~Application,~~ community request to establish MSBU

(b) ~~Petition,~~ – indicator of community support to establish MSBU

(c) ~~Resolution defining improvement to be pursued and declaration of intent to assess & date of associated public hearing,~~ of Intent to use the uniform method

for levy, collection and enforcement of non-ad valorem assessments (if so required by nature of project or proposed improvement)

~~(d) Public Hearing — Ordinance Establishing MSBU & Preliminary Assessment Roll, Ordinance Adoption – establishment of MSBU and governing parameters; adoption of Ordinance to be given consideration at a public hearing~~

~~(e) Final Resolution (if so required by nature of project), and Preliminary Assessment of Roll Adoption – identification of assessed property and assessment units, and approval of preliminary rate of assessment to be given consideration at a public hearing~~

~~(f) — Certification of Assessment Roll.~~

(3) The Board reserves the right to amend, create, or dissolve MSBUs upon its own action, with or without the request or consent of the owners of the properties affected by such action.

E. ELIGIBLE & INELIGIBLE PROPERTY. Municipal Service Benefit Units may be created for the following types of areas and property categories in Seminole County:

- (1) Platted and unplatted (acreage) residential areas where the proposed improvement benefits property owners in a definable geographic area.
- (2) Commercial areas are considered on a case-by-case basis.
- (3) Apartment complexes and/or condominiums are not eligible for construction MSBUs.

F. ELIGIBLE IMPROVEMENTS. The Board will give approval consideration for the creation of an MSBU when the following criterion is met:

- (1) All parcels [100%] to be included in the MSBU are located in Seminole County. All parcels shall be within the unincorporated taxing district of the county or shall be authorized for inclusion in the defined MSBU boundaries by the designated city taxing authority.
- (2) The property upon which the improvement is to be made is publicly owned or legally secured for public purposes.
- (3) Two or more parcels receive benefit and participate in the MSBU.
- (4) Improvement is deemed essential for health, safety or welfare.
- (5) The desired improvements are consistent with the four following categories of MSBUs:
 - (a) Aquatic weed control;



- (b) Construction/Reconstruction;
 - (i) Neighborhood Walls - Reconstruction of sound/light/security barrier perimeter;
 - (ii) Road Paving & Drainage;
 - (iii) Lake Restoration
 - (iv) Retention pond renovation;
 - (v) Sidewalk Construction and/or Repair;
 - (vi) Sewer Lines;
 - (vii) Water Transmission Lines;
 - (viii) Other public purpose construction projects deemed essential to health, safety or welfare and consistent with Statutes.
- (c) Solid Waste Management - Collection & Disposal;
- (d) Street Lighting for residential areas.

G. INELIGIBLE IMPROVEMENTS. Ineligible improvements include projects, services or improvements not deemed essential for public health, safety, or welfare. Ineligible improvements include, but are not limited to maintenance related services such as associated with landscaping, private roads, retention pond treatments, and routine upkeep of community common areas.

The project criteria for neighborhood wall reconstruction are restricted to the criteria outlined in Section N. Replacement of fencing structures, defined as a barrier enclosing or bordering property usually made of posts and wire or wood used to define subdivision/community boundaries are not eligible for replacement via non-ad valorem assessment. The potential use of the MSBU funding format to provide a reconstruction upgrade from a community fence structure to a community wall structure, or from no prior community structure to a permitted community wall is excluded from consideration.

H. IMPROVEMENT COSTS. All direct cost components associated with obtaining and/or providing the improvement will be assessed to a MSBU. The costs included in an assessment calculation for a MSBU will vary according to the type of MSBU established. The cost may include, but is not limited to the expenditures associated with contracted services, construction, engineering, MSBU administration, tax collection, and financing. Expenses for variable rate MSBUs may also include contingency funds, utility charges and rental charges. Interest expense on funds borrowed during the engineering and construction phase and/or operating phase of an MSBU will be included in assessment calculation.

I. FUNDING.

(1) The funding format for MSBUs will be determined according to the nature of the improvement. A fixed term funding format will be used for improvements, such as



construction projects, that typically consist of a one-time expenditure that will be funded through non-ad valorem assessment to be paid on an installment basis over a period of years. A variable rate funding format will be utilized for improvements that are on-going and for which operating costs will vary over time. The non-ad valorem assessment rate for variable rate MSBUs will be revised annually through Board Resolution.

(2) Separate accounts are maintained for each MSBU. The cost associated with improvements will be allocated equitably and assessed accordingly to the benefiting property. Final determination regarding the terms of repayment will be made by the Board. When deemed necessary by the Board, a financing option will be provided to expedite implementation of the improvements. Unless otherwise merited, assessments will be collected through the uniform method which includes placement of the assigned assessment on the annual property tax bill of the benefiting properties.

(3) Final Assessments for construction improvements that are paid within 30 days of the Final Public Hearing will be exempt from long-term interest fees. Repayment after that date will be billed according to the uniform method of billing and collecting non-ad valorem assessments. Early payoff is permissible and payoff calculations will include principal balance and accrued interest.

(4) Installation and construction costs for street lighting requested by developers must be paid prior to project implementation.

J. BENEFITING PROPERTY. All benefiting properties will be assessed an equitable cost share of improvements provided to the MSBU. The properties typically receiving benefit and included in assessment calculations for each type of MSBU are as identified below:

(1) Aquatic Weed Control and/or Lake Restoration: Properties on waterfront with direct access to waterbody. Includes all zoning and DOR classifications. Community/common area waterfront property may be included as assessable participating property when defining the boundaries of an aquatic weed control or lake restoration MSBU if deemed appropriate by the MSBU Program and Board. Statutory provisions applicable to assessment allocation for common land will apply.

(2) Street Lighting: Both vacated & occupied properties, with or without building structure(s) are eligible for assessment. Benefit is generally confined to a specific subdivision or geographic area for which the infrastructure (lighting equipment) was intended to benefit. Determination of benefit may be conducted on a case-by-case basis by the MSBU Program.

(3) Solid Waste Management: Both vacated and occupied residential properties with habitable residential structures. Builders and/or individuals issued permits for new residential dwellings in unincorporated Seminole County are assigned a solid waste management assessment at the time of permit issuance.



(4) Construction MSBU: Assessable properties are determined on a case-by-case basis due to variations in types of construction improvements and benefits derived from each type of improvement.

(5) For All MSBU Categories other than aquatic weed control and/or lake restoration: Community/subdivision common areas are not directly assessed a cost share. Cost allocation for such properties is assessed indirectly as a result of the assessments assigned to the properties benefiting from the common property.

(6) For All MSBU Categories: Properties that have taxable value less than \$100 will not be assessed, unless authorized as per above section J(1).

(7) For All MSBU Categories: Parcels that are combined for consolidation of tax billing purposes will be assessed according to benefit definition for each sub-parcel unit included on consolidated billing statement.

K. SELECTION OF CONTRACTOR(S) AND/OR SERVICE PROVIDERS.

(1) Construction work is performed by independent contractors selected by the County. Bids for construction will be solicited by the Seminole County Purchasing Division. The Award must be in conformance with Chapter 220 of the Seminole County Code.

(a) For community requested projects, when an approved project cost estimate is recalculated using information derived from final engineering or from responsive procurement bid(s), and the results represent a project cost increase of greater than 20% above the approved amount, an additional petition process reflecting the revised cost estimate will be conducted. When applicable, the secondary petition may include project scope alternatives for community consideration. The petition response will be used to determine the continuation status of the project. Should the petition process demonstrate the standard level of required support, a secondary public hearing will be held to confirm project continuation. Should the petition fail to demonstrate the required support to continue the project, a public hearing will be held to consider dissolving the MSBU.

(b) All expenses incurred in support of the developing MSBU will be assessed against the MSBU properties whether or not the secondary petition provides the required support to move forward with the project.

(2) Service providers for street lighting MSBUs are subject to the utility franchise agreements set forth by the Public Service Commission. To accomplish the mission and purpose of providing street lighting to the MSBUs approved by the Board for inclusion in the Consolidated Street Lighting Ordinance, the MSBU Program is authorized to coordinate installation of the improvements with signature approval granted to the Fiscal Services Department Director or designee.

L. COORDINATION OF IMPROVEMENTS FOR ESTABLISHED MSBUS. The Board recognizes that the MSBU Program will be required to respond to administrative issues and customer requests for modification to the improvements provided to

established MSBUs. To accomplish the mission and purpose of providing ongoing improvements for communities in which variable rate MSBUs are established the MSBU Program is authorized to accommodate administrative changes that are consistent with the intent of the MSBU Program Administrative Code. The MSBU Program is authorized to coordinate improvements for these MSBUs with signature approval granted to the Fiscal Services Department Director or designee. The range and/or limitations of this administrative authority shall be defined in the ordinance governing the MSBU(s).

M. MSBU DISSOLUTION. An MSBU established by Ordinance may be dissolved by a Resolution repealing the establishing Ordinance. The MSBU dissolution process is initiated when the services or improvements approved for provision through the MSBU process are canceled prior to being provided, or when the services or improvements are discontinued after having been provided for a period of time. The process of dissolution may be initiated by Board action or by community based request.

(1) When the MSBU dissolution process is initiated by Board action, the following steps will be involved in the process:

(a) Dissolution Request – the MSBU Program shall present dissolution request to Board with request to schedule public hearing to grant consideration for adopting a Resolution for such dissolution.

~~(a)(b) Resolution of Intent to Dissolve MSBU – Resolution shall be considered at a public hearing, declaring intent to dissolve MSBU, including Resolution shall include details regarding any outstanding costs to be incurred and/or assessed as a result of or subsequent to dissolution, and date of associated public hearing.~~

~~(b) Public Hearing – Resolution confirming status of MSBU.~~

(2) When the MSBU dissolution process is initiated by community based request, the following steps, as further ~~defined~~ defined in Section N, will be involved in the process:

(a) Application, - community request to dissolve MSBU

(b) Petition, - indicator of community support to dissolve MSBU. Petition shall include details regarding any outstanding costs to be incurred and/or assessed as a result of or subsequent to dissolution.

(c) Dissolution Request – the MSBU Program shall present dissolution request to Board with request to schedule public hearing to grant consideration for adopting a Resolution for such dissolution.

~~(e)(d) Resolution of Intent to Dissolve MSBU – Resolution shall be considered at a public hearing. Resolution shall include declaring intent to dissolve MSBU, including details regarding any outstanding costs to be incurred and/or assessed as result of or subsequent to dissolution, and date of associated public hearing.~~



~~(d) — Public Hearing — Resolution confirming status of MSBU.~~

N. COMMUNITY BASED REQUESTS FOR MSBU CONSIDERATIONS. As specified in Section D, the process of establishing, modifying, or dissolving an MSBU may be initiated by community based requests. When requests are so initiated, the following steps are involved in the process:

(1) APPLICATION & PROCESSING FEE.

(a) A community initiated request for establishing an MSBU requires application. A completed application specific to the type of improvement requested and payment of the specified non-refundable application fee is required to initiate the MSBU process. The application documentation will include identification of a community liaison.

(b) Aquatic Weed Control and Construction MSBU projects are intended to assist established communities, and therefore, are not available during land development and/or new construction environments.

(c) Street Lighting MSBU applications may be submitted by interested property owner(s), homeowner associations, management companies or developers.

(d) Wall reconstruction projects are intended to assist established communities, and are therefore, not available during development and/or new/construction environments. In addition to the basic eligibility standards noted in Section F, the project specific criterion for wall reconstruction that must be met at time of application is as follows:

- Existence of a damaged, destroyed, and/or deteriorating community wall (brick, block, precast concrete)
- Community has no means to levy/enforce a private assessment for wall replacement
- Owner has signed Letter(s) of Intent for temporary easement/leasehold to be granted to the County from all owners of properties upon which the proposed wall will be located. NO WALL PROJECT MAY PROCEED WITHOUT THE COUNTY RECEIVING TRANSFER OF OWNERSHIP/EASEMENT DOCUMENTS FROM 100% OF THE OWNERS OF PROPERTY UPON WHICH THE PROPOSED WALL WILL BE LOCATED.
- Construction material requested is brick, block/stucco, or precast concrete
- Applicant: (1) will provide sealed design/engineering plans suitable for public bid/procurement, (2) will substantiate ability to fund preliminary engineering, or (3) requests precast concrete construction that does not require design/engineering.



Community wall reconstruction projects may include provisions for:

- demolition and removal of existing wall
- receipt of wall design plans that are secured independent of County assistance via private funding or secured via wall design services that are: (1) County contracted and prepaid by the applicant or other community liaisons, and/or (2) obtained in conjunction with construction services base on preliminary drawings of desired design
- replacement construction

A community wall is defined as a permanent upright structure constructed of concrete block, brick, or precast concrete used to prevent entrance, provide sound barrier, provide light abatement, and/or to mark a subdivision or community boundary. Replacement of fencing structures, defined as a barrier enclosing or bordering property usually made of posts and wire or wood used to define subdivision/community boundaries are not eligible for replacement via non-ad valorem assessment. The potential use of the MSBU funding format to provide a reconstruction upgrade from a community fence structure to a community wall structure, or from no prior community structure to a permitted community wall is excluded from consideration.

(2) PRELIMINARY ENGINEERING & STATEMENT OF PROBABLE COST. Construction improvements require a preliminary engineering report or project analysis to obtain a valid "Opinion of Probable Cost" estimate. A Lake Analysis is required for MSBU aquatic weed control improvement requests. Preliminary Engineering Report fees and Lake Analysis fees must be received from the applicant(s) prior to these services being rendered. ~~Property owners are responsible for the cost of all engineering or analysis services performed and will be charged for the cost of the plans whether or not the improvements are constructed or performed.~~ If the improvements are constructed or services performed, the property owners who contributed to the "Opinion of Probable Cost" report fee will be given a credit against their assessment or will receive a refund in the amount of the initial contribution may be granted according to the amount and source of contribution(s) received for pre-funding the report/analysis fee. If the improvements are not constructed or the services are not performed, contributions toward the cost of preliminary lake/waterway analysis will not be refunded.

(3) PETITION FOR IMPROVEMENT.

(a) As a part of the application processing activities, a petition process is used for community requested MSBUs to ensure community awareness and involvement in the decision-making process, to increase recognition of the public nature of the improvements, and to highlight the property owner's responsibility for payment of the assessments. Property owners not responding to the petition either "Favorable" or "Opposed" will be counted in the final tally as "Opposed". The petition process may be waived when 100% of the properties to be included in a MSBU are owned by a single owner.

(b) All requests requiring petition approval, including MSBU dissolutions, are coordinated through the MSBU Program. A community liaison for the MSBU is authorized to assist in the petition collection activities for creating an MSBU.



(c) The minimum percentage required for petition acceptance is as follows:

- (i) Street Lighting MSBU: At least 55% of the property owners representing 55% of the properties within the MSBU boundaries.
- (ii) All Other MSBUs: At least 65% of the property owners representing 65% of the properties within the MSBU boundaries.

Note: Construction projects may also be subject to the requirements noted under Section M.

(d) Following the acceptance of the Petition and authorization by the Board to schedule and advertise a public hearing, the petition is no longer relevant to the final determination by the Board of County Commissioners to proceed (or not) with the project. The Board may waive the 55% or 65% property owner requirement, which remains consistent with Chapter 125.01(q)1, Florida Statutes.

(4) EASEMENTS, LEASEHOLD, DEED TRANSFERS. All MSBU projects that require the granting of easement, leasehold, and/or deed transfer are subject to mandatory agreement from 100% of the property owners from whom such easements, leaseholds, and/or deed transfers are required. The documents formalizing such agreement are required prior to scheduling a public hearing for Board consideration to establish the MSBU. Should the applicant/liasons or designees fail to obtain 100% of the necessary signature agreements, the project will be rejected and/or subject to further petitioning if the resulting project parameters, due to limitations of documents received, deviate from parameters noted in qualifying petition.

(5) PUBLIC HEARING. The final determination of the scope and feasibility of an improvement will be made by the Board at a public hearing. The initial determination of property assessments proposed for the MSBU will be determined at the public hearing. Construction projects will be subject to a second public hearing following completion of the project. Property assessments will be determined at one of these two public hearings.

(6) DESIGN, ENGINEERING AND OTHER PROJECT RELATED EXPENDITURES. All direct costs incurred by the County on behalf of pursuing a Board authorized MSBU project will be recouped through non-ad valorem assessment assigned to the properties that are included in the assessment boundary of the MSBU. Direct costs are inclusive of, but not limited to project scope analysis, design and engineering, contracted services, project management, and financial administration. Such costs will be included in the final assessment calculation upon completion of the project, or shall be included in an assessment to be levied should the project continuation be withdrawn by the benefiting community, or by community based request for MSBU dissolution.



~~(6)~~(7) DISSOLUTION PROCESS FOR MSBUS.

(a) A MSBU can only be dissolved after having first been created by ordinance at a public hearing. Community requested dissolution proceedings are initiated through the application process. The application process for dissolution includes, but is not limited to written application, payment of application fee, documented supportive response to the petition coordinated by the MSBU Program, public hearing, confirmation by the Board that the MSBU may be dissolved, and determination of final assessments as a result of dissolution.

(b) A Petition for Dissolution of a street lighting MSBU must be signed by at least 55% of the current property owners representing 55% of the properties within the MSBU boundaries. Petition for Dissolution of all other MSBUs must be signed by at least 65% of the current property owners representing 65% of the properties within the MSBU boundaries.

(c) MSBUs having received supplemental funding from the County may be subject to dissolution restrictions.

- O. AUTHORITY.** Approved by the BCC June 27, 1989
Resolution 2007-R-140 adopted August 14, 2007
Resolution 2009-R-7 adopted January 13, 2009

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE ____ DAY OF _____, 2009.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government; and

WHEREAS, the Board of County Commissioners desires to amend sections of the Seminole County Administrative Code to clarify the criteria for community based requests for wall reconstruction projects under the Municipal Services Benefit Unit Program,

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

The Seminole County Administrative Code is hereby amended by revisions, additions, and deletions to Section 22.10, "Municipal Services Benefit Unit Program", as more particularly described in the attachment.

ADOPTED this _____ day of _____, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____

Attachment:
Section 22.10

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Appointments to the Complete Count Committee

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Tony Matthews

EXT: 7936

MOTION/RECOMMENDATION:

Appoint chairperson and additional member(s) to the Complete Count Committee; or Continue this item to a date and time certain.

County-wide

Tony Matthews

BACKGROUND:

On September 22, 2009, the Board appointed members to the Complete Count Committee for the 2010 Census. The Board also directed staff to:

1. Conduct a "kickoff" meeting with the Committee, at which meeting the Committee will make a recommendation to the Board for a chairperson to serve on the Committee, and
2. Submit the Committee's recommendation for a chairperson to the Board for ratification.

The Committee will conduct a kickoff meeting on October 19, 2009, at the Central Branch Library in Casselberry. The Committee will recommend an individual to serve as chairperson to the Committee. Staff will provide an update to the Board with the recommendation prior to the Board meeting on October 27, 2009.

STAFF RECOMMENDATION:

Staff recommends that the Board appoint the recommended individual selected by the committee to serve as chairperson to the Complete Count Committee, and recommends the additional member(s) presented be added to the Committee.

ATTACHMENTS:

1. Appointment Information Form(s) for Complete Count Committee 10_27_09
2. Updated Complete Count Committee 10_27_09

Additionally Reviewed By:

County Attorney Review (Robert McMillan)

Matthews, Tony

From: Venn, Gretchen
Sent: Thursday, September 24, 2009 4:17 PM
To: Matthews, Tony
Subject: FW: Board Appointment Information Form For: Denise Ryser

From: IS_WEB@seminolecountyfl.gov [mailto:IS_WEB@seminolecountyfl.gov]
Sent: Thursday, September 24, 2009 5:09 PM
To: BCC Aides
Subject: Board Appointment Information Form For: Denise Ryser

A Board Appointment Information Form has been submitted:

NAME:

FIRST: Denise
MIDDLE INITIAL:
LAST: Ryser

HOME ADDRESS:

ADDRESS 1: 1707 Littleton court
ADDRESS 2:
CITY: Winter Springs
STATE: FL
ZIP CODE: 32708

WORK/OFFICE ADDRESS:

ADDRESS 1:
ADDRESS 2:
CITY:
STATE: FL
ZIP CODE:

CONTACT INFORMATION:

HOME PHONE NUMBER:
OFFICE PHONE NUMBER:
CELL PHONE NUMBER: 407.227.2955
EMAIL ADDRESS: earlyryser@cfl.rr.com

EMPLOYMENT INFORMATION:

EMPLOYER: PFCS
POSITION: Owner
HOW LONG: 1 Year

EDUCATION:

HIGH SCHOOL: Olympia High School

COLLEGE:

DEGREE RECEIVED:

If you currently or have ever held a professional or business license or certificate, please provide the title, issue date and issuing authority. If any disciplinary action has been taken, please state the type and date of the action taken:

BOARD INTEREST:

Please list the Boards or Committees on which you would prefer to be considered for appointment:

Census Board

Do you wish to be considered for other Boards?

No

Please state your experience and interests that you feel would qualify you as a candidate for appointment to the Board/Committee(s):

Serve on the Seminole County Regional Chamber of Commerce board of directors 4 Years. Executive Committee 1 Year

Florida law requires that members of certain boards file a detailed financial disclosure form. Would you be willing to serve on such a board?

Yes

TELL US ABOUT YOURSELF:

Are you a resident of Seminole County?	Yes
Are you a registered voter?	Yes
Do you own property in Seminole County?	Yes
Have you attended Seminole County's Citizens' Academy?	No
Have you ever served on a County Board?	No

Seminole County strives to ensure that all County Boards are representative of the community. To assist in this endeavor, please check the applicable boxes:

ETHNICITY: Caucasian

GENDER: Male

DATE OF BIRTH: 07/02/1962

REFERENCES:

NAME: Michael McLean

ADDRESS: 3070 W. Lake Mary Blvd, Suite 124 Lake Mary, FL 32747

PHONE NUMBER: 4073245662

NAME: John Ashworth

ADDRESS: 1055 AAA Drive, Suite 153 Heathrow, FL 32746

PHONE NUMBER: 4077084605

NAME:

ADDRESS:

PHONE NUMBER:

CERTIFICATION:

The Appointment Information Form, when completed and filed with the County Commission Office, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and therefore is open to public inspection by any person.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

Yes

Membership Update - 2010 U.S. Census Complete Count Committee

October 27, 2009

Name	Census Interest Group	Organization/Employment	BCC District Home Address
Lauren Schulenberg	EG	City Altamonte Springs	NA
Adam Reichbach	EG	City of Casselberry	NA
Steve Noto	EG	City of Lake Mary	NA
Laura Feldman	EG	City of Oviedo	NA
Benjamin Paris	EG	City of Longwood	NA
Kristi Aday	EG	City of Sanford	NA
Kim Trench	EG	City of Winter Springs	NA
Tara McCue	EG	East Central Florida Regional Planning Council	NA
Michael Ertel	EG	Supervisor of Elections	NA
Marjorie Murray	EG	School Board	NA
Rosalie Cook*	EG	School Board	NA
Marjorie Smith	CB-EC	Medical Billing Accreditation Consultants	Carey
Janice Hanley	BI	Action Communications & Marketing	Carey
Danny McKinney*	CB-EC	Seminole County Public Safety	McLean
Karen Van Cauill*	CB-EC	Health Council East Central Florida	McLean
William Odahowski	BI or CB-EC	Self-employed	McLean
Dehise Ryser	BI	Pink Flamingo Consulting Services	McLean
Timothy Tyckoson	FB-EG	U.S. Postal Service	Henley
Angie Romagosa*	FB	The Christian Sharing Center	Henley
Elizabeth Murphrey*	CB-EC	Everest University	Henley
Richard Langlotz	EG	TR Perkins	Henley
John Horvath	FB	None	Dallari
Tom Boyko*	FB or CB-EC	None	Dallari
Luis Diaz	BI	HNTB Corporation	Dallari
Linda Lang	EG	Self-employed	Van Der Weide
Matthew Murphy	BI	New York Life Insurance Company	Van Der Weide

- **Interest Groups:**
 EG - Education and Governmental
 FB - Faith-Based
 CB-EC - Community-Based and Ethnic-Cultural Based
 BI - Business-Industry
 RC - Recruiting
- *Service on the various Interest Groups will be based on the need to balance the size of each Group to ensure effectiveness.*
- Staff compiled this list from (a) names of citizens previously expressing an interest in serving on a County board or committee; (b) an email notice via the Seminole County Regional Chamber of Commerce; (c) County School Board, County municipalities, Supervisor of Elections; and (d) the East Central Florida Regional Planning Council. The County contacted approximately 4,152 persons for consideration as members of the Complete Count Committee. The Board may add additional names to the above list as needed. *Currently serving on a County board/committee.
- Shaded entry added on 10/27/09.